

Billing Address:  
BEAUMONT, CITY OF  
660 ORANGE AVE  
BEAUMONT, CA 92223  
US

Quote Date:07/12/2021  
Expiration Date:10/10/2021  
Quote Created By:  
Andrew Gretencord  
Andrew.Gretencord@  
motorolasolutions.com

End Customer:  
BEAUMONT, CITY OF

Contract: 18105 - LA COUNTY , CA

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT MULTI					
1	H55TGT9PW8AN	APX NEXT; ALL-BAND MODEL 4.5 PORTABLE*	62		\$7,492.00	\$5,469.16	\$339,087.92
1a	BD00001AA	ADD: CORE BUNDLE	62		\$2,824.00	\$2,061.52	\$127,814.24
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	62		Included	Included	Included
1c	H38DA	ADD: SMARTZONE OPERATION	62		Included	Included	Included
1d	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	62		Included	Included	Included
1e	QA09028AA	ADD: VIQI VC RADIO OPERATION	62		Included	Included	Included
1f	QA03399AK	ADD: ENHANCED DATA	62		Included	Included	Included
1g	Q387CB	ADD: MULTICAST VOTING SCAN	62		Included	Included	Included
1h	QA00580BA	ADD: TDMA OPERATION	62		Included	Included	Included
1i	QA09001AM	ADD: WIFI CAPABILITY	62		Included	Included	Included
1j	BD00010AA	ADD: SECURITY BUNDLE	62		\$930.00	\$678.90	\$42,091.80
1k	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	62		Included	Included	Included
1l	Q498BN	ENH: ASTRO 25 OTAR W/ MULTIKEY	62		Included	Included	Included



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1m	H797DW	ENH: DVP-XL ENCRYPTION AND ADP	62		Included	Included	Included
1n	Q15AU	ADD: AES/DES-XL/DES- OFB ENCRYPTION AND ADP	62		Included	Included	Included
1o	Q361CD	ADD: P25 9600 BAUD TRUNKING	62		Included	Included	Included
1p	QA09030AA	ADD: MOTOROLA HOSTED RADIOCENTRAL *	62		\$0.00	\$0.00	\$0.00
1q	H637AA	ADD: APX NEXT DMS BUNDLE PROMO	62		-\$22.95	-\$22.95	-\$1,422.90
1r	H636AB	ADD: APX NEXT APPLICATION BUNDLE PROMO	62		-\$300.00	-\$300.00	-\$18,600.00
1s	H638EA	ADD: SMART LOCATE MAPPING TRIAL PROMO	62		-\$56.00	-\$56.00	-\$3,472.00
2	LSV01P01903A	APX NXT DMS SMART INSIGHT DIAGNSTC- PROMO	62	12 MONTHS	\$0.00	\$0.00	\$0.00
3	LSV01P01904A	APX NXT DMS SMART INSIGHT USAGE-PROMO	62	12 MONTHS	\$0.00	\$0.00	\$0.00
4	LSV01P01905A	APX NXT DMS SMART INSIGHT BATTERY- PROMO	62	12 MONTHS	\$0.00	\$0.00	\$0.00
5	LSV01P01415A	APX NEXT DMS ADVANCED W ACC DMG- PROMO	62	12 MONTHS	\$179.40	\$179.40	\$11,122.80
6	SSV01P01407B	APX NEXT SMART PROG- PROMO	62	1 YEAR	\$75.00	\$75.00	\$4,650.00
7	SSV01P01476A	APX NEXT SMART LOCATE-PROMO	62	1 YEAR	\$75.00	\$75.00	\$4,650.00
8	SSV01P01902A	APX NEXT SMART MAPPING-PROMO	62	1 YEAR	\$75.00	\$75.00	\$4,650.00
9	SSV01P01685B	SMART LOCATE MAPPING TRIAL	62	1 YEAR	\$56.00	\$56.00	\$3,472.00



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
10	SSV01P01901A	APX NEXT SMART MESSAGING-PROMO	62	1 YEAR	\$75.00	\$75.00	\$4,650.00
	CommandCentral Aware						
11	SSV00S01684A	LOCATION SERVICES*	1	1 YEAR	\$0.00	\$0.00	\$0.00
12	SSV00S02383A	AWARE STARTER*	1	1 YEAR	\$0.00	\$0.00	\$0.00
	Critical Connect + WAVE (Retired)						
13	SSV00S02078A	WAVE MESSAGING DISPATCH*	1	1 YEAR	\$540.00	\$540.00	\$540.00
	APX™ 8500						
14	M37TSS9PW1AN	APX8500 ALL BAND MP MOBILE	63		\$5,152.00	\$3,760.96	\$236,940.48
14a	G831AD	ADD: SPKR 15W WATER RESISTANT	63		\$60.00	\$43.80	\$2,759.40
14b	G996AS	ENH: OVER THE AIR PROVISIONING	63		\$100.00	\$73.00	\$4,599.00
14c	GA00250AA	ADD: WIFI/GNSS STUBBY ANTENNA LMR240	63		\$100.00	\$73.00	\$4,599.00
14d	GA00580AA	ADD: TDMA OPERATION	63		\$450.00	\$328.50	\$20,695.50
14e	GA01513AB	ADD: ALL BAND MOBILE ANTENNA (7/8/V/U)	63		\$95.00	\$69.35	\$4,369.05
14f	G51AT	ENH:SMARTZONE	63		\$1,500.00	\$1,095.00	\$68,985.00
14g	G78AT	ENH: 3 YEAR ESSENTIAL SVC	63		\$176.00	\$176.00	\$11,088.00
14h	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY	63		\$740.00	\$540.20	\$34,032.60
14i	G843AH	ADD: AES ENCRYPTION AND ADP	63		\$475.00	\$346.75	\$21,845.25
14j	G444AH	ADD: APX CONTROL HEAD SOFTWARE	63		\$0.00	\$0.00	\$0.00
14k	G67EH	ADD: REMOTE MOUNT E5 MP	63		\$297.00	\$216.81	\$13,659.03
14l	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	63		\$0.00	\$0.00	\$0.00



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
14m	G806BL	ENH: ASTRO DIGITAL CAI OP APX	63		\$515.00	\$375.95	\$23,684.85
14n	GA01670AA	ADD: APX E5 CONTROL HEAD	63		\$652.00	\$475.96	\$29,985.48
14o	W22BA	ADD: STD PALM MICROPHONE APX	63		\$72.00	\$52.56	\$3,311.28
14p	G361AH	ENH: P25 TRUNKING SOFTWARE APX	63		\$300.00	\$219.00	\$13,797.00

Subtotal \$1,013,584.78

Estimated Tax \$78,552.82

**Grand Total \$1,092,137.60(USD)**

### Pricing Summary

	List Price	Sale Price
Upfront Costs for Hardware, Accessories and Implementation (if applicable), plus Subscription Fee	\$1,739,625.90	\$1,013,584.78
<b>Grand Total System Price</b>	<b>\$1,739,625.90</b>	<b>\$1,013,584.78</b>

### Notes:

- Additional information is required for one or more items on the quote for an order.



Motorola's quote (Quote Number: \_\_\_\_\_ Dated: \_\_\_\_\_ ) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at <http://www.motorolasolutions.com/msi/omterms>.

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

Motorola Solutions, Inc.

Customer

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

- This quote contains items with approved price exceptions applied against them.



## COMMANDCENTRAL AWARE STARTER PACKAGE

### APX NEXT Starter Package

Motorola Solutions' APX NEXT Starter Package for CommandCentral Aware provides a host of mapping and location capabilities. CommandCentral Aware combines disparate systems and data into an accessible interface. This single interface offers command centers a complete operating picture to support field personnel in real time. CommandCentral Aware unifies data from mapping, correlated event monitoring, analytics, and communications. This unified interface streamlines public safety workflows and viewpoints, enabling users to access and act on critical information.

The APX Next Starter Package includes three named users for one year.

### APX NEXT SmartLocate

The APX NEXT SmartLocate feature provides dispatchers with accurate location data over a broadband network. This location data, combined with CommandCentral Aware functionality, enables better tracking of field personnel and improved situational awareness. SmartLocate quickly sends GPS coordinate updates and location information from the field to dispatchers, providing a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and allocate resources in the most efficient way possible. Broadband connectivity increases the frequency of location reporting beyond the capability of an LMR system. This improves location accuracy and enables more users to be tracked. The CommandCentral Aware tool set features many location triggers, including time, distance, push-to-talk (PTT), emergency, and accelerated cadence during emergency.

### ViQi Alert Integration

Maintaining situational awareness and first responder safety through natural operation is integral to the APX NEXT radio. This outcome is achieved through ViQi™ Virtual Partner—a cloud-based service that provides vital public safety information via voice. Users can activate ViQi with a single button press and simple audio prompt. Using natural language, personnel can run a license plate or driver's license and search for vehicles with matching vehicle identification numbers. This action happens straight from the field without disruption. The CommandCentral Aware ViQi integration provides visual context for these alerts to further improve field response.

### Geographic Information System (GIS) Data Set

CommandCentral Aware integrates with hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the intelligent map display. This enhances workflow details driven by geography and the metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries. These queries inform the user of nearby items, refine geographic boundaries and focus attention on location to orientate those responding. This geospatial processing enables intelligence-driven analysis and focuses on the concentrated area of concern.

Data sets can be used in the following ways:



- Refine displayed data based on the geographic area defined per user (by Area, Beat, Sector, Precinct, Zone, or Quadrant).
- Determine road blockages caused by traffic jams, flooded roadways, or other obstacles.

**AccuWeather**

The starter package includes integration with AccuWeather to provide customized weather-driven services, including site-specific forecasts, severe-weather warnings, historical data, and custom analytics. AccuWeather provides the following:

- Location key for your desired location.
- Forecast information for a specific location.
- Current Conditions data for a specific location.
- Daily index values for a specific location. Index availability varies by location.
- Radar and satellite images.



## SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and \_\_\_\_\_ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

### 1. DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

**"Administrator"** means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

**"Anonymized"** means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

**"Confidential Information"** means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

**"Customer Data"** means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

**"Deliverables"** means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

**"Documentation"** means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

**"Effective Date"** means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

Subscription Services Agreement v.4.26.19



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**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

**“Force Majeure”** which means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Licensed Product”** means 1) Software, whether hosted or installed at Customer’s site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

**“Native Data”** means data that is created solely by Customer or its agents.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

**“Software”** means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

**“Solution”** means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

**“Solution Data”** means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

**“Statement of Work”** If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

**“Subscription Services”** means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

**“Users”** means Customer’s authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

## **2. SCOPE**

**2.1 Subscription Services.** Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola (“Incorporated Document(s)”), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be

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set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

**2.2 Changes.** Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

**2.3 Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

### **3. TERM**

**3.1 Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement automatically renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

**3.2 Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

**3.3 Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

**4. CUSTOMER OBLIGATIONS.** Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

**4.1 Access.** To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

**4.2 Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is



not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

**4.3 Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

**4.4 Equipment Title.** Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

**4.5 Enable Users.** Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

**4.6 Non-preclusion.** If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

## **5. Subscription Fees.**

**5.1 Recurring Fees.** Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

**5.1.1 No Purchase Order Requirement.** For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

**5.2 Start Up Fees.** Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

**5.3 Fee Change.** Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

**5.4 No Price Guarantee.** Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other

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similar low price guarantees.

5.5 **Taxes.** The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

## 6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

## 7. LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any

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shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

## 8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

## 9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

## 10. DISCLAIMERS

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**10.1 Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

**10.2 Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

**10.3 Social Media.** If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

**10.4 Misuse.** Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

## **11. LIMITATION OF LIABILITY**

**11.1 Liability Limit.** Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services



provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

**11.2 Additional Disclaimers.** MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

**11.3 Essential term.** The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

## **12 DEFAULT AND TERMINATION**

**12.1 Default By a Party.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

**12.2 Failure To Cure.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer



agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

**12.3 No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

**12.4 Cancellation Fee.** If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

**12.5 Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

**12.6 Return Confidential Information.** Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

**12.7 Connection Terminated.** Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

**12.8 Equipment Return.** Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

**12.9 Five Year Term.** Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

### **13. DISPUTES**

**13.1 Settlement.** The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

**13.2 Litigation.** A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

#### **14. SECURITY.**

**14.1 Industry Standard.** Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

**14.2 Background checks.** Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

**14.3 Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

**14.4 Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

#### **15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS**

##### **15.1. CONFIDENTIAL INFORMATION.**

**15.1.1. Treatment of Confidential Information.** During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

**15.1.2. Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

## 15.2. PRESERVATION OF PROPRIETARY RIGHTS.

**15.2.1 Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

**15.2.2. Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

**15.3 Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

## 16. GENERAL

**16.1 Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

**16.2 Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its indemnify expense

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

**16.3 Audit.** Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

**16.4 Assignability.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

**16.5 Subcontracting.** Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

**16.6 Waiver.** Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

**16.7 Severability.** If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

**16.8 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.

**16.9 Headings.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**16.10 Governing Law.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

**16.11 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 Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.



**16.12 Authority To Execute Agreement.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

**16.13 Return of Equipment.** Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

**16.14. Survival Of Terms.** The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

**16.15. ENTIRE AGREEMENT.** This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

**CUSTOMER****MOTOROLA SOLUTIONS, INC.**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

**BILL TO ADDRESS:****SHIP TO ADDRESS:**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Phone #: \_\_\_\_\_

Email: \_\_\_\_\_

*Note: Invoices will be emailed to this address.*

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

## EQUIPMENT SALE ADDENDUM

This Addendum is to the Subscription Service Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola. The terms in this Addendum are integral to and incorporated into the Primary Agreement. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence, as to the inconsistency only.

### 1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	Motorola "Proposal/Quote dated _____" or "Payment Schedule", as applicable.
Exhibit B-1	Technical and Implementation Documents, if any.
Exhibit B-2	Equipment List.

### 2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

**"Product Price"** means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.

**"Effective Date"** means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.

**"Equipment"** means the equipment listed in the Equipment List that Customer purchases from Motorola pursuant to this Addendum.

**"Infringement Claim"** means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

**"Motorola Software"** means Software that Motorola or its affiliated company owns.

**"Non-Motorola Software"** means Software that another party owns.

**"Open Source Software"** (also called "freeware" or "shareware") software with either freely obtainable source code, license for modification, or permission for free distribution.

**"Products"** mean the Equipment and Software sold by Motorola under this Addendum.

Equipment Sale Addendum v.1.22.2020

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Addendum and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Software”** means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Equipment.

**“Specifications”** means the functionality and performance requirements that are described in the Proposal/Quote or Technical and Implementation Documents (as applicable).

**“Warranty Period”** means one (1) year from the date of shipment of the Products. Notwithstanding, if a third party manufacturer offers a longer warranty period, such warranty will be passed through to Customer.

### **3. SCOPE AND TERM**

31. **SCOPE OF WORK.** Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum. Any reference to “Subscription Services” in the Primary Agreement shall mean Product as applicable in this Addendum.

32. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

33. **TERM.** Unless terminated in accordance with other provisions of the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

34. **ADDITIONAL EQUIPMENT OR SOFTWARE.** During the Term of this Addendum, Customer may order additional Equipment or Software if it is then available. Each order must refer to the Primary Agreement and Addendum and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Addendum (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Addendum will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

35. **MAINTENANCE SERVICE.** This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.



36. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

37. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

3.8 **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

#### **Section 4 ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS**

4.1 Acceptance of the Products will occur upon delivery to Customer unless the statement of work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

#### **Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING**

5.1. **PRODUCT PRICE.** The Product Price in U.S. dollars is set forth in Exhibit B and is due and payable upon Acceptance.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer for Products and for installation or related services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Invoices will be mailed or emailed to Customer pursuant to Section 5.4, Invoicing and Shipping Addresses. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3 **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

54 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following name: \_\_\_\_\_  
address: \_\_\_\_\_  
phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_

Customer Accounts Payable Email: \_\_\_\_\_

Customer CC(optional) Email: \_\_\_\_\_

The Equipment will be shipped to the Customer at the final, following address (insert if this information is known): \_\_\_\_\_.

Customer may change this information by giving written notice to Motorola.

## **Section 6 SITES AND SITE CONDITIONS**

61. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its contractual duties.

62. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space, air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Products.

## **Section 7 REPRESENTATIONS AND WARRANTIES**

7.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If Acceptance is delayed beyond six (6) months after shipment of the Products by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Products.

7.2. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software. If Acceptance is delayed beyond six (6) months after shipment of the Software by events or causes within Customer's control, this warranty expires eighteen (18) months after the shipment of the Software.

7.3. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola

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Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

7.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Motorola.

7.5. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

7.6. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS ADDENDUM AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 8 INDEMNIFICATION**

8.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Addendum, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Addendum.

## **8.2 PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION**

8.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all

negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, 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.

822. 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 Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

823. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Addendum; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

824. This Section 8.2 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 8 are subject to and limited by the restrictions set forth in Section 9.

## **Section 9 LIMITATION OF LIABILITY**

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS ADDENDUM.** This limitation of liability provision survives the expiration or termination of the Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated

by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 10      GENERAL**

10.1. TAXES. The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

102      MISCELLANEOUS. This addendum may be executed in multiple counterparts, and shall 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, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

103      AUTHORITY TO EXECUTE ADDENDUM. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform its duties under this Addendum; the person executing this Addendum on its behalf has the authority to do so; upon execution and delivery of this Addendum by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Addendum does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

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

**Motorola Solutions, Inc.**

**Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Equipment Sale Addendum v.1.22.2020

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

## EXHIBIT A MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

### Section 1      DEFINITIONS

1.1      "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2      "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3      "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4      "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5      "Primary Agreement" means the Addendum to which this exhibit is attached.

1.6      "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7      "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

### Section 2      SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Equipment Sale Addendum v.1.22.2020

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

### Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster



recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

## **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful

operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.



82 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

83 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 COMMERCIAL COMPUTER SOFTWARE**

91 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

92 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Equipment Sale Addendum.

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

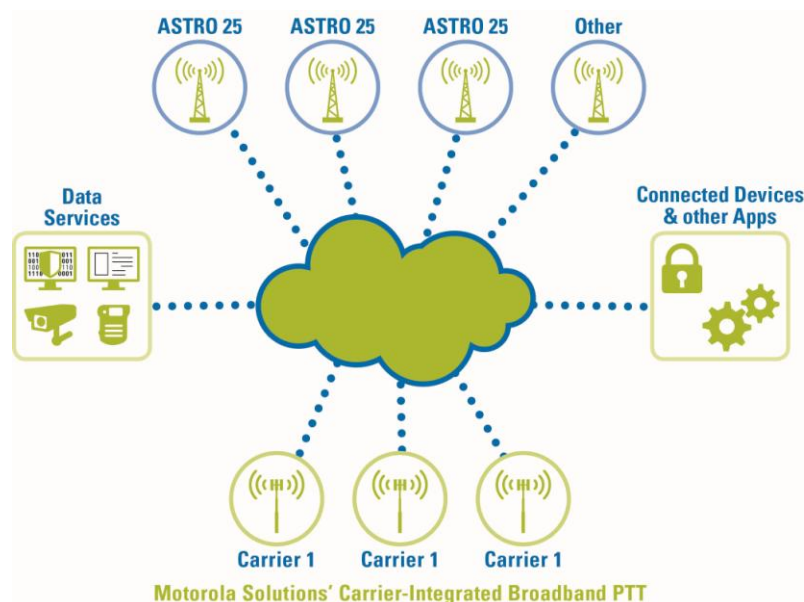
## CRITICAL CONNECT SOLUTION DESCRIPTION

Motorola Solutions' Critical Connect solution enables cloud-based interoperability between different networks, agencies, and application to eliminate barriers and unify communications. This real-time exchange of voice, data, video, messaging, location, and enhanced intelligence between inter-jurisdictional agencies leads to more detailed intelligence and more informed response, regardless of device or network.

The value of Critical Connect grows as more agencies connect, encouraging interagency cooperation through data sharing and system interoperability. For member agencies, the enhanced collaboration and increased efficiency available through Critical Connect reduce the distraction of managing a complex communication center and enable users to focus their attention and resources on critical operations.

The Critical Connect solution is centered on the following elements:

- **Ease of Use** – A single, secure ISSI connection provides standards-based interoperability, reducing both the cost and complexity of interoperable PTT communications. The cloud-based interface connects multiple agencies and locations to provide a unified operating picture.
- **Flexible & Scalable** – Allows users to quickly set up and scale connections from a directory of agencies and broadband PTT carriers. Interoperable connections are easy to maintain and can grow in terms of capacity, unique connections, features, and future services, allowing the solution to quickly evolve over time.
- **Versatility** – Supports multiple types of communications, such as ASTRO 25 to ASTRO 25 communications and ASTRO 25 to carrier-integrated broadband push-to-X (talk, messaging, and mapping).



Critical Connect grants users access to the following features to improve coordination and agency response:

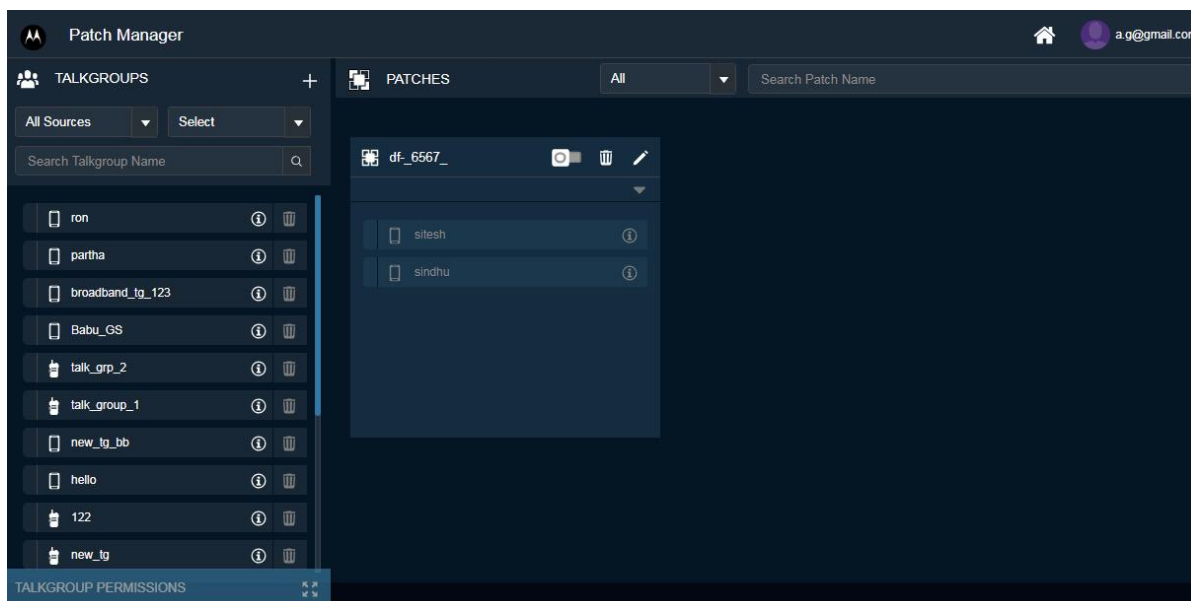
- **Talkgroup Linking** – Administrators can link local and remote talkgroups to provide voice interoperability with enhanced capabilities like sharing of group IDs, user IDs, and emergency calls and alerts. Up to eight talkgroups can be linked per connection, and the type of talkgroups that can be linked include radio local and remote talkgroups, broadband PTT local, and remote talkgroups.
- **Manual Roaming** – Administrators can enable manual roaming by linking home and foreign talkgroups through the Critical Connect Portal using the talkgroup linking feature. Home radio users must be programmed and allowed in the foreign systems being visited.
- **Automatic Roaming** – Automatic Roaming enables a radio roaming into a foreign system to continue talking with its home talkgroup without having to change channels. There is no intervention required by an administrator in the Critical Connect Portal to enable this feature. This capability is only setup and configured during Critical Connect onboarding.
- **Architecture** – Critical Connect is hosted in highly-secured, geographically separated dual cloud datacenters. All traffic leaving a customer's premises is encrypted using AES-256.
- **Redundancy** – Critical Connect offers multiple levels of redundancy. At the cloud, by default we have in-data center redundancy in addition to geo-redundancy if a data center is lost. On the customer premises, optional multiple edge gateways provide redundancy for ASTRO DSR configurations. Agencies can choose to add additional backhaul redundancy through the use of multiple ISPs or MPLS providers.

### Critical Connect Portal

Through the Critical Connect portal, users have access to a variety of management tools and capabilities, as well as a map of internal and external talkgroups—different types of talkgroups, such as ASTRO 25 radio and broadband, are supported. Users have the ability to remove or reject pre-approved talkgroups as necessary.

Through the Critical Connect portal, Motorola Solutions' Link Manager enables interoperability across broadband PTT talkgroups and LMR talkgroups, providing secure, web-based access to broadband talkgroups and LMR talkgroups that are part of an agency's configuration. Users can dynamically link one or more broadband and LMR talkgroups (up to eight talkgroups per connection or tile). The Critical Connect Portal also allows users to share a talkgroup outside of their agency to other agencies, using an "Invite-Approve-Reject" model in these situations. Talkgroups shared outside of an agency are viewed as external talkgroups. Agency administrators can create a talkgroup link across internal as well as external agency talkgroup.





**Critical Connect Portal's Patch Manager Screen**

## Proposed Connections

Critical Connect offers up to 20 unique connections between the ASTRO 25 system and carrier-integrated, mission-critical PTT or other ASTRO 25 systems, and up to 50 simultaneous talk paths. Motorola Solutions proposes the package below to meet specific capacity needs:

2 Unique Connections	
Package	Unique Connections - 2 Simultaneous Talk Paths - 10
Basic PTT Interoperability (includes LMR-BB and LMR-LMR)	Unique Connections - 2 Simultaneous Talk Paths - 10

5 Unique Connections	
Package	Unique Connections - 5 Simultaneous Talk Paths - 25
Basic PTT Interoperability (includes LMR-BB and LMR-LMR)	Unique Connections - 5 Simultaneous Talk Paths - 25



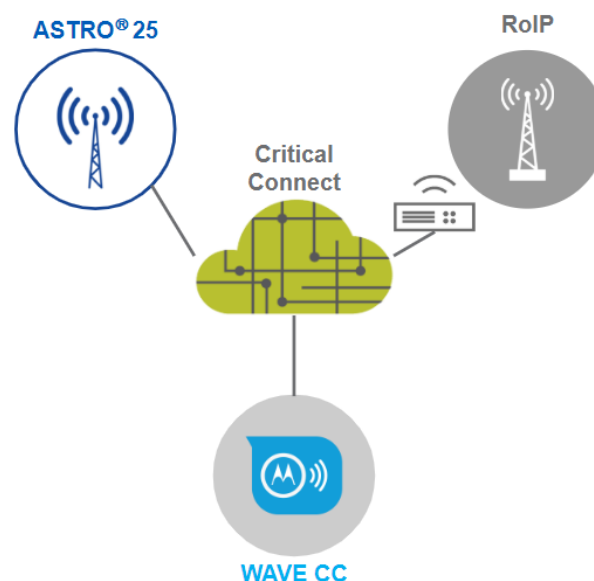
Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

20 Unique Connections	
Package	Unique Connections - 20 Simultaneous Talk Paths - 50
Basic PTT Interoperability (includes LMR-BB and LMR-LMR)	Unique Connections - 20 Simultaneous Talk Paths - 50

### Radio-over-IP (ROIP) LINK (Optional)

If proposed, ASTRO 25 customers have the option of buying Motorola Solutions' Critical Connect offer to perform connectivity between their home radio system and other ASTRO 25 systems in their area or across state boundaries. Critical Connect also works with broadband PTT subscriptions like WAVE for Critical Connect or Carrier-Integrated PTT offers powered by Motorola Solutions.

With the optional RoIP interface addition, ASTRO 25 users with Critical Connect can link non-standard based radio systems with their home radio talkgroups like analog sites, conventional and trunking non-ASTRO sites, and DMR type systems through a donor radio connected to the RoIP gateway.



RoIP provides basic voice and PTT control (COR signaling) that is converted into an accessible talkgroup by Critical Connect and can be linked (patched) to other talkgroups.

To enable this feature, Critical Connect customers must license the RoIP link feature and procure the RoIP gateways from Cubic Vocality or one of its dealerships.

Critical Connect uses third-party RoIP gateways to support this functionality. Today, we use the Cubic Vocality RoIP Gateway. Using Cubic's Vocality RoIP gateway, users can connect a donor radio or control station's 4-wire\* interface and convert it into a secure IP-based radio talkgroup that will show up in the Critical Connect Portal as another talkgroup.



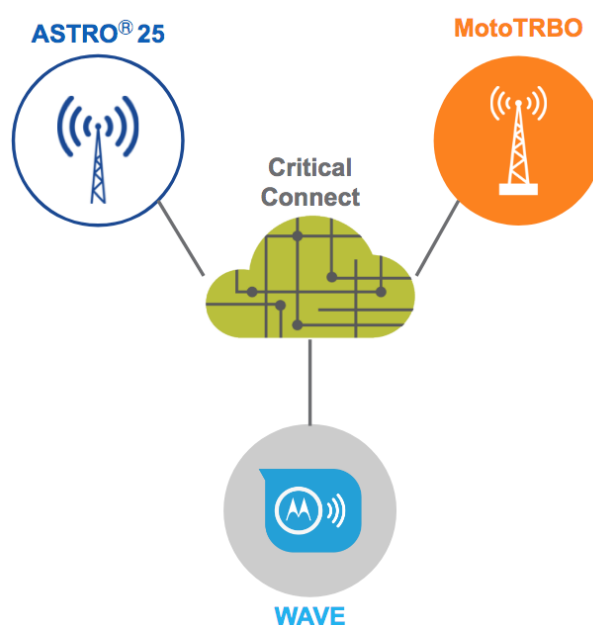
The Vocality RoIP gateway uses a secure TLS AES-256 connection to Critical Connect, providing a secure IP connection for radio communications. Once the talkgroup is available in the portal, it can be linked with other resources such as P25 talkgroups and/or Broadband PTT talkgroups (WAVE).

With the Vocality RoIP gateway, up to four talkgroups per gateway can be configured to connect to Critical Connect.

*\*Motorola Solutions recommends using donor radios or control stations that provide COR signaling for the best user experience. Most mobile radios do this but typically portable radios do not provide a COR signal.*

### **MOTOTRBO LINK (Optional)**

If proposed, ASTRO 25 customers have the option of buying the MOTOTRBO link interface on Critical Connect to access radio users of MOTOTRBO systems, like K12 school systems, universities, utilities and Public Civilian systems, relying on this technology. Critical Connect customers will be able to link P25 and MOTOTRBO talkgroups easily through the use of the Critical Connect Portal. This connection can also be expanded to include Broadband PTT such as a WAVE.



The MOTOTRBO link interface is compatible with several different flavors of MOTOTRBO, such as Capacity Plus, Link Capacity Plus, Capacity Max, and IP Site Connect.

To enable this feature, Critical Connect customers must license the MOTOTRBO link feature and MOTOTRBO customers must procure the TRBO WRG gateway through the “bring your own gateway” offered by commercial dealers.

### **SmartMessaging Integration (Optional)**

If proposed, SmartMessaging is an application service that allows APX NEXT users to seamlessly and discreetly share multimedia communications over a Broadband connection, offloading traffic from mission-critical LMR networks while enhancing public safety capabilities. From the APX NEXT home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search





and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

SmartMessaging further enhances the capabilities of first responders and dispatchers with the following optional features.

### **Wave Messaging Dispatch**

The Wave Messaging Dispatch Console is a windows-based application that allows dispatchers and personnel to exchange multimedia messages with APX Next subscribers in the field. This feature supports messaging with text, pictures, or video files, and messages can be sent to individuals or predefined groups of subscribers.

Only the Wave Dispatch Multimedia Messaging capability extends to APX NEXT subscribers.

### **LMR Message Interop**

The SmartMessaging LMR Message Interop feature integrates with properly equipped ASTRO 25 systems and allows text message communications between APX and APX NEXT subscribers. APX subscribers equipped with an alphanumeric display can receive and display the text portion of messages. APX subscribers equipped with a keypad can be used to originate text messages. Multimedia content is not supported by APX subscribers, so SmartMessaging does not send this content over the ASTRO 25 system. SmartMessaging will segment messages that exceed the APX 150 character limit into two or more separate text messages. Users must view the segmented messages separately.

ASTRO 25 subscribers may only be provisioned on a single messaging service. Devices provisioned on PremierOne CAD or Flex CAD systems may not be provisioned on SmartMessaging.

ASTRO 25 infrastructure must be 7.17 or later, support IV&D operation and have sufficient RF capacity to support the message traffic. The system must be equipped with IMW version 5.2.2 or later. APX subscribers must have IV&D data enabled. SmartMessaging does not use Enhanced Data.





## WAVE PTT SOLUTION OVERVIEW

To offer greater flexibility and allow agencies to implement a device-agnostic and carrier-independent policy for push-to-talk (PTT) communications, Motorola Solutions offers WAVE integration to Critical Connect customers.

WAVE is a cloud-based solution that enables interoperable PTT across devices, networks, and locations. Users receive instant, reliable PTT that extends communications beyond the coverage provided by an LMR system. With easy installation and straightforward provisioning of new users, WAVE can easily scale and adapt as needs evolve. Costs are kept predictable with a low monthly subscription, offering reliable and budget-friendly unified communications. This simplified pricing structure consists of a monthly, per-user plan with broadband and LMR interoperability.

WAVE enhances your Critical Connect solution with the following benefits:

- Enables ASTRO 25 to broadband PTT WAVE communications, leveraging the latest broadband LTE and Wi-Fi nationwide coverage to support varying communications needs.
- Eliminates communication barriers between agencies by enabling virtual connections, as communication needs arise.
- On-demand fleet-maps provide flexible communications that adapt to changing needs.
- Critical Connect offers inter-agency group voice communication between ASTRO 25 radios and broadband mobile devices.

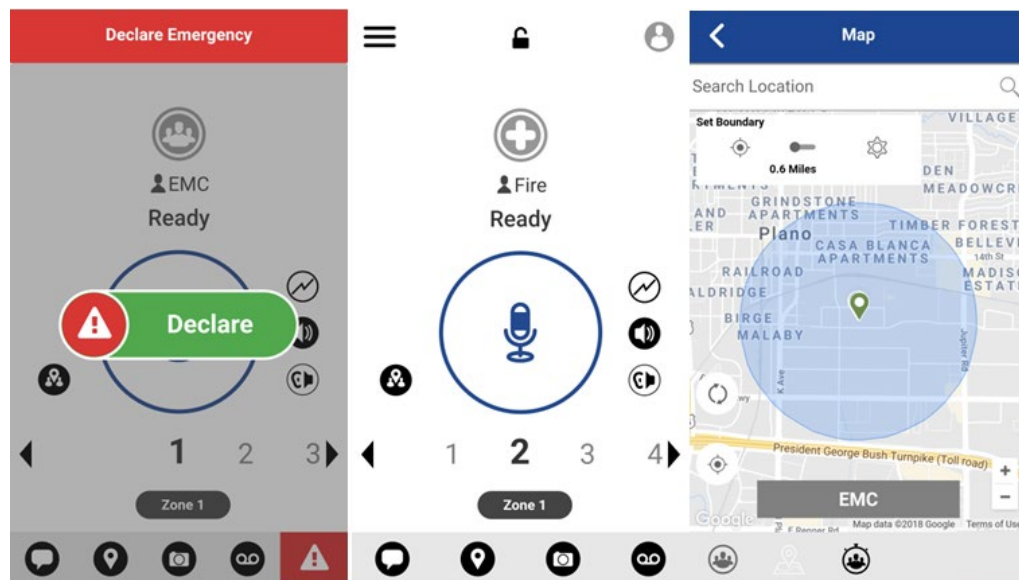
WAVE offers users the following capabilities:

- **Group Call** – Talkgroup participants (including both LMR and WAVE users, WAVE-only users, and LMR-only users) can make group calls using any WAVE application. Users select the talkgroup, push-to-talk, and the talkgroup can hear the speaker's transmission and can reply. Talkgroups and assigned participants are created and managed by the WAVE Central Administration Tool.
- **Individual Private Call** – Make private calls between two WAVE users. A user selects the person they wish to call from a contact list available within the application and can communicate with a simple button press.
- **Text Messaging** – Send and receive group text messages with other WAVE users in a talkgroup.
- **Multimedia Sharing** – Share images or videos from the gallery or directly from the camera. Users can share with other users or a group, and can view received videos and photos, play or save to their device. Users' history saves media to view when they login.
- **Location** – Users can see where WAVE group members are located on a map.
- **Voice Message Pre-Recorded or Record-and-Send** – Users can record a message that can be sent to a group or to a contact. Voice messages can be played back by users at any time.
- **Persistent Threaded History on Client** – Users can see the history of text messages and PTT events for group or private calls even if they log out and log back in. Events that happened while they were logged out will be pushed down to the client so that they are caught up.
- **PTT from Lock Screen** – Users can quickly PTT from a device's lock screen without having to unlock the device or go through the application. This is exclusive to Android devices.
- **Headset Integrations** – Wired or Bluetooth headsets can be used to respond hands-free in any situation.

WAVE users engage with two different, interoperable clients: the WAVE Mobile Client and WAVE Dispatch Client. Each client grants access to enhanced WAVE PTT features, as shown in the following table.

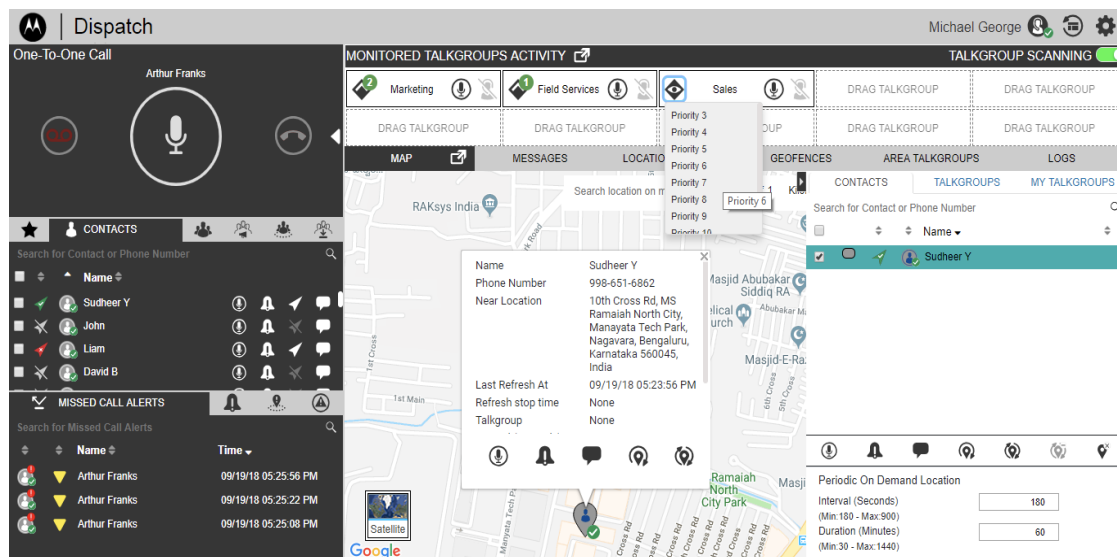


WAVE Mobile Application	WAVE PTT Plus	WAVE Dispatch Application	WAVE Dispatch Plus
PTT (Private and Group Calling)	PTT (Private and Group Calling)	PTT (Private and Group Calling)	PTT (Private and Group Calling)
Presence and Alerts	Presence and Alerts	Presence and Alerts	Presence and Alerts
Secure Messaging and Multimedia	Secure Messaging and Multimedia	Secure Messaging and Multimedia	Secure Messaging and Multimedia
Location & Mapping Services	Location & Mapping Services	Location & Mapping Services	Location & Mapping Services
Administrator and User-managed Contacts/Groups	Administrator and User-managed Contacts/Groups	Administrator and User-managed Contacts/Groups	Administrator and User-managed Contacts/Groups
Integrated Web-based Broadband Dispatch Console	Integrated Web-based Broadband Dispatch Console	Integrated Web-based Broadband Dispatch Console	Integrated Web-based Broadband Dispatch Console
MC Streaming Video	Emergency Services User Check and Monitor Ambient and Discreet Listening Large Talkgroup Size (3000) MC Streaming Video	MC Streaming Video	Emergency Services User Check and Monitor Ambient and Discreet Listening Large Talkgroup Size (3000) Dynamic Area Talkgroups MC Streaming Video



Examples of PTT Call Ready Radio Screen, Active Emergency, and Location Services Screen.

WAVE is compatible with Android and iOS devices over 3G, 4G, and Wi-Fi networks globally, providing hardware flexibility to fit different customer setups.



An Example of the WAVE Dispatch Screen.

## Video Streaming

The WAVE Streaming Video feature allows a WAVE broadband PTT mobile user to push live video with audio to another user, dispatcher, or talkgroup from their device's integrated cameras. The recipients can be any WAVE contact or group assigned to the user that is also capable of receiving video calls. The result is an increase in situational clarity and improvement of awareness, allowing for faster, more accurate communication in the moments that matter.

## WAVE ADMINISTRATION PORTAL

WAVE's Central Administration Tool (CAT) helps administrators manage user contacts and talkgroups. The WAVE Administration Portal allows users to manage PTT user profiles and permissions, talkgroups, and external users.

- **PTT Users Management** – Allows users to manage the PTT user profile such as name, email ID, and permission type.
- **Talkgroups Management** – Allows users to manage talkgroups including, assigning avatar, talkgroup scanning, supervisory override, permission to the talkgroup members for call initiation, and receive and in call accessibility. There are three types of talkgroups that users can manage: standard, dispatch, and broadcast groups.
- **External Users Management** – Allows users to manage users external to the corporation.
- **Interop Connections Management** – Allows users to manage the connections between Critical Connect and PTT.
- **User Sets** – Allows users to manage the user sets to PTT Users, Talkgroups, or Integrated Users.



Talkgroups 7 Talkgroups						
<div> <div>PTT Users</div> <div>Talkgroups</div> <div>External Users</div> <div>Integrated Users</div> <div>Interop Connections</div> <div>User Sets</div> </div>		<div> <div>Page 1 of 1</div> <div>Create Talkgroup</div> <div>Search by Talkgroup Name</div> </div>				
		Name	Facilities	Talkgroup Type	Dispatch	Member 53
		Name	Field Service	Talkgroup Type	Dispatch	Member 99
		Name	Managers	Talkgroup Type	Standard	Member 47
		Name	Urgent Response	Talkgroup Type	Dispatch	Member 6
		Name	Zone 1	Talkgroup Type	Standard	Member 4
		Name	Zone 2	Talkgroup Type	Standard	Member 4
		Name	Zone 3	Talkgroup Type	Standard	Member 28

**An Example of the WAVE CAT Screen.**



## STATEMENT OF WORK

### 1.1. AGREEMENT

This Statement of Work (SOW) is an integral part of the Subscription Services Agreement for Critical Connect Services and WAVE entered into by Motorola Solutions, Inc. and the Customer ("Agreement") and will be governed by the terms and conditions in the Agreement. If there is a conflict between the terms of the Agreement and the terms of this SOW, the terms of this SOW will govern.

### 1.2. REQUEST FOR FULFILLMENT BY SERVICE DESK

Request Fulfillment is a service available to a Customer with a Critical Connect or WAVE managed by Motorola Solutions as part of a Services package to enable users of Critical Connect or WAVE to request support services. With this Service, Customer or its authorized Critical Connect users ("Users") may request support. The activities needed to fulfill a service request vary depending on the individual request. As part of this Service, Motorola Solutions has established a Service Desk to monitor, escalate, provide dispatch assistance, and, at times, fulfill the service request.

The objectives of Request Fulfillment Service are as follows:

- Provide a mechanism for users of the managed Critical Connect and WAVE Service to request and receive standard services identified and agreed upon by the parties.
- Provide information to Customer and Users about the availability of service and the pre-defined approval and qualification procedure for obtaining them.
- Source and deliver the components of requested standard services.
- Assist with general information or questions.

The Service Desk is responsible for Request Fulfillment and provides a point of communication and coordination for Customer and Users. The goal of the Service Desk is to provide service in accordance with the defined process and restore 'normal service', as defined under the Agreement to the Users as quickly as possible. Restoration of service may involve fulfilling a service request or handling relevant queries about a service process that are needed to allow Critical Connect to return to normal operation.

The Service Desk contributes to an integrated service management approach by achieving the following objectives:

- Answer phone calls regarding Customer or User request and Critical Connect or WAVE issues in accordance with the timeline metrics set forth in the Agreement, if any.
- Respond to phone calls regarding service, Critical Connect, WAVE, and/or security matters.
- Receive and respond to email on matters regarding reported issues or requested services.
- Monitor and receive Customer or User incident tickets.
- Verify, analyze, and validate reported issues.
- Perform initial impact analysis of reported incidents.
- Open, issue or update corresponding incident tickets, as appropriate.
- Escalate to the next level of support within the period of time set forth in the Agreement, if required.



### 1.2.1. Service Description

The Service Desk is a vitally important part of the Motorola Solutions' Operations Center and is the single point of contact for Users of the Critical Connect or WAVE Service on a day-to-day, 24x7 basis. The Service Desk handles all incidents and service requests, using specialized, proprietary software tools and methodologies to log and manage all such events.

The Service Desk is the implementation point of the Request Fulfillment Service. Request Fulfillment utilizes the following process:

- **Receive Service Request** – Requests are submitted through a pre-defined process agreed upon by Motorola Solutions and Customer in the customer support plan (CSP). The CSP is an integral part of this SOW and once agreed upon by the parties will be automatically incorporated into this SOW.
- **Logging and Validation** – Service Requests are logged with a Service Request record created at the Service Desk with relevant information and a description of the request.
- **Categorization and Prioritization** – Service Requests are categorized by type and nature, and prioritized in relation to other new and existing requests to determine the sequence in which they will be fulfilled. Priority is determined based on severity, level of effort, benefit to the organization and urgency to the requestor.
- **Review and Authorization** – Service Requests are reviewed for categorization, prioritization, and User profiles to determine the correct level of agreed upon authorization. Requests also may have functional and/or financial impacts which are factors considered during authorization.
- **Execution and Closure** – Service Requests are routed to the appropriate fulfillment team. The fulfillment team follows documented procedures for fulfilling the request. Certain requests, such as questions or inquiries, may be completed by the Service Desk, acting as first-line support, while other Service Requests are forwarded to specialist groups and/or suppliers for fulfillment.

### 1.2.2. Roles and Responsibilities

#### Motorola Solutions' Responsibilities

- Make available all Service Desk contact options and contact information.
- Develop a CSP unless a plan already exists.
- Respond to requests in accordance with the pre-defined Severity Levels set forth in the CSP.
- Log, validate, categorize and prioritize all received requests.
- Manage and fulfill service requests.

#### Customer Responsibilities

- Provide all relevant and accurate information requested by Motorola Solutions in order to develop a CSP or modify an existing one.
- Collaborate with Motorola Solutions to document service request and approval process.
- Ensure Users are notified about the request process and required authorizations.
- Contact Motorola Solutions, as necessary, with service requests.
- Ensure appropriate requests are pre-authorized, as required.
- Cooperate with Motorola Solutions and perform all acts and provide all information in a timely manner that is necessary to enable Motorola Solutions to respond to service requests.
- Support closure of request as requested by the Service Desk.
- Obtain any third party consents for Motorola Solutions to provide the Service, if applicable.





### 1.3. CRITICAL CONNECT AND WAVE TECHNICAL SUPPORT

This SOW introduces the Technical Support service which is part of Service Delivery Management for Critical Connect and/or WAVE.

The objective of Technical Support is to provide administrative support of the Critical Connect and/or WAVE Service.

#### 1.3.1. Service Description

Motorola Solutions' Critical Connect and WAVE Technical Support provides incoming Tier 1 support calls from authorized points of contact from the Customer to help the Customer in supporting issues. Examples of this are Severity 1 or 2 outages due to Critical Connect server software or Critical Connect Operating System issues.

Technical Support is available 8/5/5, Monday through Friday.

#### 1.3.2. Roles and Responsibilities

##### Motorola Solutions' Responsibilities

- Provide Technical Support 8/5/5, Monday through Friday.
- Receive Technical Support request at the Service Desk and categorize.
- Verify access request for User authenticity and the legitimate right to access the service being requested.
- Define problem based on the following parameters:
  - Critical Connect Server Connection issue.
  - WAVE Service issue.
  - Internet Connectivity verification.
  - Password Reset.
  - Verify with customer the proper functioning of Critical Connect and/or WAVE service based on troubleshooting steps performed.

##### Customer Responsibilities

- Designate authorized personnel as Administrators.
- Provide Motorola Solutions' Customer Support representatives with the proper information to assist in Tier 1 support issues.
- Verify with Motorola Solutions the proper functioning of Critical Connect based on troubleshooting steps performed.
- Obtain third party consents, as necessary for Motorola Solutions to provide the Service.

### 1.4. CRITICAL CONNECT ON-SITE INCIDENT MANAGEMENT

Motorola's On-Site Incident Management service is triggered by a dispatch initiated by the Network Operations Center (NOC). It provides incident management and technical service support to enable on-site incident resolution. The service is delivered in conjunction with an On-Site Service Provider. The On-Site Service Provider is responsible for providing on-site support through the On-Site Incident Management process to ensure strict compliance with committed response and resolution times.



#### 1.4.1. Service Description

Once dispatch is issued and received, the servicer will respond to the Customer location based on pre-defined Severity Levels set forth in the Customer Support Plan (CSP). Resolution Time Commitments can be found in the negotiated Key Performance Indicators (KPI) located in the CSP.

The NOC will provide support and maintain contact with the on-site Service Provider until system restoral and incident closure occurs. The on-site service provider will be required to provide incident status updates on a predefined basis to allow tracking of incident status.

As part of the service delivery, a detailed On-Site Incident Management Process will be designed and developed according to the Customer's needs and policies. The On-Site Incident Management Process provides the required procedures to ensure standardized methods are used both reactively and proactively to resolve deviations from normal operations.

#### 1.4.2. Scope

On-Site Incident Management service is available 24/7 in accordance with Severity Level Definitions and Response Time Commitments listed in the CSP.

#### 1.4.3. Roles and Responsibilities

##### Motorola Solutions' Responsibilities

- Respond to dispatch request as required by the On-site Incident Management process.
- Ensure the required service personnel have access to customer sites as needed.
- Servicer will perform the following on-site activities:
  - Run diagnostics on the server or network equipment.
  - Replace defective server or network equipment as required.
  - On-site servicer ensures that faulty server or network equipment is sent for repair with associated Return Merchandise Authorization (RMA).
  - Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment, and any other requirements necessary to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, the Servicer will accompany that vendor onto the Customer's premises as needed.
  - Escalate the incident to the appropriate next level of support upon expiration of defined response times.
  - Notify NOC that the incident is resolved.
  - Notify the Customer of case status as defined by the CSP.
  - Provide On-Site Incident Management activity reports to the Customer if requested.

##### Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request on-site service.
- Provide Motorola Solutions with the following pre-defined Customer information and preferences for inclusion in the CSP.
  - Case notification preferences and procedure.
  - Repair verification preference and procedure.
  - Escalation procedure forms.
- Submit changes in any information supplied in the CSP to the Service Delivery Manager (SDM).
- Allow Servicers access to facilities and equipment.



- Verify with the NOC that restoration is complete or system is functional if required by repair verification preference provided by the Customer.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide these services.



## SUPPORT PLAN

This Statement of Work (SOW) describes the activities required in deploying an Enablement Server (also called Critical Connect WRG gateway) on ASTRO 25 customer premises, connecting Enablement Server to Critical Connect, and connecting Enablement Server to ISGW/ASTRO 25 Core. This SOW is an integral part of the Subscription Services Agreement for Interop Service.

This SOW is an integral part of the Subscription Services Agreement for the Critical Connect and/or WAVE Services entered into by Motorola Solutions, Inc. and Customer ("Agreement") and will be governed by the terms and conditions in the Agreement. If there is a conflict between the terms of the Agreement and the terms of this SOW, the terms of this SOW will govern.

"Customer" means Public Safety Agency with whom Motorola Solutions has the signed, written Agreement with.

### 2.1. CONTRACT

#### 2.1.1. Contract Award (Milestone)

The Customer and Motorola Solutions execute the Agreement and both parties receive all the necessary documentation.

#### 2.1.2. Contract Administration

##### Motorola Solutions Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Schedule the project kickoff meeting with the Customer.

##### Customer Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign other resources necessary to ensure completion of project tasks for which the Customer is responsible.

##### Completion Criteria

- Both Motorola Solutions and the Customer assign all required resources.
- Project kickoff meeting is scheduled.

### 2.2. CONTRACT DOCUMENT REVIEW

#### 2.2.1. Review Contract Document

##### Motorola Solutions Responsibilities

- Meet with the Customer project team.
- Review SOW, Project Schedule, and Acceptance Test Plans, and update the contract documents accordingly.
- Establish demarcation points supplied by the Motorola Solutions to define the connection points between the Customer ISGW (ASTRO 25 Core), Enablement Server (WRG) if not existing in



Customer Enterprise Network (CEN) Motorola Solutions'-supplied, and Critical Connect in Motorola Solutions' data center.

- Submit network topology and configuration to the Customer for approval.

#### **Customer Responsibilities**

- The Customer's key project team participants attend the meeting.
- Make timely decisions, according to the Service Deployment Project Schedule.

#### **Completion Criteria**

- Agreement between Motorola Solutions and Customer on updates to contract documentation and update contract documentation, which may include updated SOW, Project Schedule, Network Topology, and Acceptance Test Plans.

### **2.3. ORDER PROCESSING**

#### **2.3.1. Process Equipment List**

##### **Motorola Solutions' Responsibilities**

- Validate if Customer has Enablement Server on premises and available for WRG purpose for Interoperability services.
- Applicable if Enablement Server is not available on Customer Premises: Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Create Ship Views, to confirm with the Customer the secure storage location(s) to which the equipment will ship. Ship Views are the mailing labels that carry complete equipment shipping information, which direct the timing, method of shipment, and ship path for ultimate destination receipt.
- Create equipment orders.
- Reconcile the equipment list(s) to the Contract.
- Procure third-party equipment if applicable.

##### **Customer Responsibilities**

- Approve shipping location(s).

##### **Completion Criteria**

- Motorola Solutions will verify that the Equipment List contains the correct model numbers, version, options, and delivery data.

#### **2.3.2. Install Enablement Server (WRG) Server Equipment**

##### **Motorola Solutions Responsibilities**

- Motorola Solutions will be responsible for the installation of Enablement Server and associated network equipment where Enablement Server is not available for use for WRG.
- Will interface with the following network connections:
  - ISGW Gateway.
  - External Critical Connect.
- All equipment will be installed employing a standard of workmanship consistent with Motorola Solutions' R56 installation standards and in compliance with applicable National Electrical Code (NEC), EIA, Federal Aviation Administration (FAA)/Transport Canada, and FCC standards and regulations/Industry Canada.



- Receive and inventory all equipment.
- Bond the supplied equipment to the site ground system in accordance with Motorola Solutions' R56 standards.
- Motorola Solutions coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.
- Motorola Solutions will perform installation tasks on site as outlined in the Manual Of Procedures (MOP). Please refer to MOP: [Manual of Procedures](#).

**Customer Responsibilities**

The Customer agrees to provide rack space and power at the Customer site location as part of the deployment of the Critical Connect Service.

Rack & Power Requirements	QTY	R/U	Depth	Power	Plug
HP Server	1	2	48"	15A/Unit	NEMA 5-15p

Additional Rack Unit space may be needed for accommodating MPLS site equipment for backhaul MPLS Internet service.

**Additional Customer Responsibilities:**

- Provide secure storage for the Motorola Solutions'-provided equipment, at a location central to the site.
- Motorola Solutions coordinates the receipt of the equipment with the Customer's designated contact, and inventory all equipment.
- Provide access to the sites, as necessary.
- Provide adequate electrical power in proper phase and voltage at sites.
- Confirm that there is adequate utility service to support the new equipment and ancillary equipment.
- Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.
- Provide site owners/managers with written notice to provide entry to sites identified for Motorola Solutions' personnel.
- Customer is responsible for providing backhaul service for connection between WRG and Motorola Solutions' Critical Connect in Motorola Solutions' Data Center. Minimum 4 Mbps bandwidth required
- Customer is responsible for providing Broadband Devices with Broadband Service and ASTRO 25 Radios for Functional Acceptance Testing.
- Customer is responsible for assigning the Customer representative to witness system acceptance testing.

**2.3.3. Motorola Solutions' 24/7 Service Desk****Motorola Solutions Responsibilities**

- 24/7 Service Desk will provide centralized remote telephone/email support to PS Agencies for Interoperability services related technical issues.
- Track and coordinate resolution of issues, and timely communication with all stakeholders (Customer AND Motorola Solutions' stakeholders).





## 2.4. ACCEPTANCE TESTING

### 2.4.1. Perform Functional Testing

#### **Motorola Solutions Responsibilities**

- Motorola Solutions will perform Functional Acceptance Testing.

#### **Customer Responsibilities**

- Witness the functional Acceptance Testing.

#### **Completion Criteria**

#### **Successful completion and Customer approval of the functional testing**

The following functional testing will be performed after completing the on-site installation and setup of the Enablement Server, and necessary configuration for Broadband - ASTRO 25 and ASTRO 25 – ASTRO 25 Interoperability. The functional acceptance testing will include the following:

- Initiating PTT group call from Broadband device to ASTRO 25 Radio. The number of Broadband and ASTRO 25 Radios would be minimally three to four devices in a group to demonstrate successful initiation and completion of PTT group call.
- Initiating PTT group call from ASTRO 25 Radio to Broadband device. The number of Broadband and ASTRO 25 Radios would be minimally three to four devices in a group to demonstrate successful initiation and completion of PTT group call.
- Initiating PTT group call from ASTRO 25 Radio to ASTRO 25 Radio for inter-agency LMR - LMR interoperability calling. The number of ASTRO 25 Radios would be minimally three to four devices in a group to demonstrate successful initiation and completion of PTT group call.
- Conduct the test for initiating ASTRO 25 to ASTRO 25 agency call from both sides.

#### **System Acceptance Test Procedures (Milestone)**

- Successful demonstration of functional tests outlined above to the Customer and the Customer participating in the testing will constitute successful system acceptance by the Customer. The criteria is 100% passing of above tests and witnessed by the Customer.

#### **Dependencies and Assumptions**

- Customer responsibilities are outlined in this SOW above. All Customer responsibilities must be met after the contract signing and prior to start of the installation on the Customer site.
- If any of the Customer responsibilities are not met, start and/or completion of the installation activity and service start date would be delayed.

If extraordinary delay is caused in start and/completion of installation and setup of site equipment is caused because of not meeting of any of the customer responsibilities, modification of implementation schedule will be required.



## STATEMENT OF WORK

### 1.1. AGREEMENT

This Statement of Work (SOW) is an integral part of the Subscription Services Agreement for Critical Connect or WAVE Services and WAVE entered into by Motorola Solutions, Inc. and the Customer ("Agreement") and will be governed by the terms and conditions in the Agreement. If there is a conflict between the terms of the Agreement and the terms of this SOW, the terms of this SOW will govern.

### 1.2. REQUEST FOR FULFILLMENT BY SERVICE DESK

Request Fulfillment is a service available to a Customer with a Critical Connect or WAVE managed by Motorola Solutions as part of a Services package to enable users of Critical Connect or WAVE to request support services. With this Service, Customer or its authorized Critical Connect users ("Users") may request support. The activities needed to fulfill a service request vary depending upon the individual request. As part of this Service, Motorola Solutions has established a Service Desk to monitor, escalate, provide dispatch assistance, and at times fulfill the service request.

The objectives of Request Fulfillment Service are as follows:

- Provide a mechanism for users of the managed Critical Connect and WAVE Service to request and receive standard services identified and agreed upon by the parties.
- Provide information to Customer and Users about the availability of service and the pre-defined approval and qualification procedure for obtaining them.
- Source and deliver the components of requested standard services.
- Assist with general information or questions.

The Service Desk is responsible for Request Fulfillment and provides a point of communication and coordination for Customer and Users. The goal of the Service Desk is to provide service in accordance with the defined process and restore 'normal service', as defined under the Agreement to the Users as quickly as possible. Restoration of service may involve fulfilling a service request or handling relevant queries about a service process that are needed to allow Critical Connect or WAVE to return to normal operation.

The Service Desk contributes to an integrated service management approach by achieving the following objectives:

- Answer phone calls regarding Customer or User request and Critical Connect or WAVE issues in accordance with the timeline metrics set forth in the Agreement, if any.
- Respond to phone calls regarding service, Critical Connect, WAVE, and/or security matters.
- Receive and respond to email on matters regarding reported issues or requested services.
- Monitor and receive Customer or User incident tickets.
- Verify, analyze and validate reported issues.
- Perform initial impact analysis of reported incidents.
- Open, issue or update corresponding incident tickets, as appropriate.
- Escalate to the next level of support within the period of time set forth in the Agreement, if required.



### 1.2.1. Service Description

The Service Desk is a vitally important part of the Motorola Solutions' Operations Center and is the single point of contact for Users of the Critical Connect or WAVE Service on a day-to-day, 24/7 basis. The Service Desk handles all incidents and service requests, using specialized, proprietary software tools and methodologies to log and manage all such events.

The Service Desk is the implementation point of the Request Fulfillment Service. Request Fulfillment utilizes the following process:

- **Receive Service Request**—Requests are submitted through a pre-defined process agreed upon by Motorola Solutions and Customer in the customer support plan (CSP). The CSP is an integral part of this SOW and once agreed upon by the parties will be automatically incorporated into this SOW.
- **Logging and Validation**—Service Requests are logged with a Service Request record created at the Service Desk with relevant information and a description of the request.
- **Categorization and Prioritization**—Service Requests are categorized by type and nature, and prioritized in relation to other new and existing requests to determine the sequence in which they will be fulfilled. Priority is determined based on severity, level of effort, benefit to the organization and urgency to the requestor.
- **Review and Authorization**—Service Requests are reviewed for categorization, prioritization and User profiles to determine the correct level of agreed upon authorization. Requests also may have functional and/or financial impacts which are factors considered during authorization.
- **Execution and Closure**—Service Requests are routed to the appropriate fulfillment team. The fulfillment team follows documented procedures for fulfilling the request. Certain requests, such as questions or inquiries, may be completed by the Service Desk, acting as first-line support, while other Service Requests are forwarded to specialist groups and/or suppliers for fulfillment.

### 1.2.2. Roles and Responsibilities

#### Motorola Solutions' Responsibilities

- Make available all Service Desk contact options and contact information.
- Develop a CSP unless a plan already exists.
- Respond to requests in accordance with the pre-defined Severity Levels set forth in the CSP.
- Log, validate, categorize and prioritize all received requests.
- Manage and fulfill service requests.

#### Customer Responsibilities

- Provide all relevant and accurate information requested by Motorola Solutions in order to develop a CSP or modify an existing one.
- Collaborate with Motorola Solutions to document service request and approval process.
- Ensure Users are notified about the request process and required authorizations.
- Contact Motorola Solutions, as necessary, with service requests.
- Ensure appropriate requests are pre-authorized, as required.
- Cooperate with Motorola Solutions and perform all acts and provide all information in a timely manner that is necessary to enable Motorola Solutions to respond to service requests.
- Support closure of request as requested by the Service Desk.
- Obtain any third party consents for Motorola Solutions to provide the Service, if applicable.



### 1.3. CRITICAL CONNECT AND WAVE TECHNICAL SUPPORT

This SOW introduces the Technical Support service which is part of Service Delivery Management for Critical Connect and/or WAVE.

The objective of Technical Support is to provide administrative support of the Critical Connect and/or WAVE Service.

#### 1.3.1. Service Description

Motorola Solutions' Critical Connect and WAVE Technical Support provides incoming Tier 1 support calls from authorized points of contact from the Customer to help the Customer in supporting issues. Examples of this are Severity 1 or 2 outages due to Critical Connect server software or Critical Connect Operating System issues.

Technical Support is available 8/5/5, Monday through Friday.

#### 1.3.2. Roles and Responsibilities

##### Motorola Solutions' Responsibilities

- Provide Technical Support 8/5/5, Monday through Friday.
- Receive Technical Support request at the Service Desk and categorize.
- Verify access request for User authenticity and the legitimate right to access the service being requested.
- Define problem based on the following parameters:
  - Critical Connect Server Connection issue.
  - WAVE Service issue.
  - Internet Connectivity verification.
  - Password Reset.
  - Verify with customer the proper functioning of Critical Connect and/or WAVE service based on troubleshooting steps performed.

##### Customer Responsibilities

- Designate authorized personnel as Administrators.
- Provide Motorola Solutions' Customer Support representatives with the proper information to assist in Tier 1 support issues.
- Verify with Motorola Solutions the proper functioning of Critical Connect and/or WAVE service based on troubleshooting steps performed.
- Obtain third party consents, as necessary for Motorola Solutions to provide the Service.



## SUPPORT PLAN

This Statement of Work (SOW) is an integral part of the Subscription Services Agreement for the Critical Connect and/or WAVE Services entered into by Motorola Solutions, Inc. and Customer ("Agreement") and will be governed by the terms and conditions in the Agreement. If there is a conflict between the terms of the Agreement and the terms of this SOW, the terms of this SOW will govern.

"Customer" means Public Safety Agency with whom Motorola Solutions has the signed, written Agreement with.

### 2.1. CONTRACT

#### 2.1.1. Contract Award (Milestone)

The Customer and Motorola Solutions execute the Agreement and both parties receive all the necessary documentation.

##### **Completion Criteria**

Agreement between Motorola Solutions and the Customer on updates to contract documentation and update contract documentation, which may include updated SOW, and Project Schedule.

### 2.2. ORDER PROCESSING

#### 2.2.1. Process WAVE Provisioning

##### **Motorola Solutions Responsibilities**

- Provision WAVE Service and provide admin access to Central Admin Tool.

##### **Customer Responsibilities**

- Provide a list of authorized WAVE users, phone numbers, and email addresses.

##### **Completion Criteria**

- Customer able to log into WAVE application.
- Customer administrators able to log into WAVE Central Admin Tool.

### 2.3. MOTOROLA SOLUTIONS' 24/7 SERVICE DESK

##### **Motorola Solutions Responsibilities**

- 24/7 Service Desk will provide centralized remote telephone/email support to PS Agencies for Interoperability services-related technical issues.
- Track and coordinate resolution of issues, and timely communication with all stakeholders (Customer AND Motorola Solutions' stakeholders).



## SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola Solutions") and \_\_\_\_\_ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola Solutions will sell a subscription to access the subscription services described below. Motorola Solutions and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

### 1 DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

**"Administrator"** means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

**"Anonymized"** means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

**"Confidential Information"** means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

**"Customer Data"** means Native Data provided by Customer to Motorola Solutions hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola Solutions.

**"Deliverables"** means all written information (such as reports, analytics, Solution Data, specifications, designs, plans, drawings, or other technical or business information) that Motorola Solutions prepares for Customer in the performance of the Services and is obligated to provide to Customer pursuant to the applicable Statement of Work. The Deliverables, if any, are more fully described in the Statement of Work.

**"Documentation"** means the technical materials provided by Motorola Solutions to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.





**“Effective Date”** means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

**“Feedback”** means comments or information, in oral or written form, given to Motorola Solutions by Customer, in connection with or relating to the Solution and Subscription Services.

**“Force Majeure”** which means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Licensed Product”** means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

**“Native Data”** means data that is created solely by Customer or its agents.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

**“Software”** means the Motorola Solutions owned or licensed off-the-shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

**“Solution”** means collectively, the Software, servers and any other hardware or equipment operated by Motorola Solutions and used in conjunction with the Subscription Services.

**“Solution Data”** means Customer Data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola Solutions, its vendors or other data sources and data that has been manipulated or retrieved using Motorola Solutions know-how to produce value-added content that is made available to Customer with the Solution and Subscription Services.

**“Statement of Work”** If included, the Statement of Work (“SOW”) describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola Solutions will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

**“Subscription Services”** means those subscription services to be provided by Motorola Solutions to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola Solutions, as applicable.

**“Users”** means Customer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.



## 2 SCOPE

2.1 **Subscription Services.** Motorola Solutions will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola Solutions will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola Solutions ("Incorporated Document(s)"), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola Solutions and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2 **Changes.** Customer may request changes to the Services. If Motorola Solutions agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola Solutions personnel who is involved directly with providing any of the Services.

## 3 TERM

3.1 **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for twelve (12) months. The Agreement renews annually on the anniversary of the Effective Date, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of this Agreement.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Agreement will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Agreement, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4 **CUSTOMER OBLIGATIONS.** Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola Solutions from performing its responsibilities.

4.1 **Access.** To enable Motorola Solutions to perform the Subscription Services, Customer will provide to Motorola Solutions reasonable access to relevant Customer information, personnel, systems, and office space when Motorola Solutions' employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola Solutions concerning the



Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola Solutions to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola Solutions may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

**4.3 Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola Solutions' instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola Solutions or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

**4.4 Equipment Title.** Unless Customer is purchasing equipment pursuant to the terms in the Addendum entitled "Equipment Purchase" and unless stated differently in this Agreement or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola Solutions at all times. Any sale of equipment pursuant to this Agreement will be governed by the terms and conditions set forth in the Equipment Purchase Addendum.

**4.5 Enable Users.** Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

**4.6 Non-preclusion.** If, as a result of the Subscription Services performed under this Agreement, Motorola Solutions recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola Solutions from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

## **5 SUBSCRIPTION FEES**

**5.1 Recurring Fees.** Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola Solutions, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola Solutions will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola Solutions will issue an invoice for the annual subscription fees for the following year.

**5.2 Start Up Fees.** Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola Solutions will submit an invoice for the start up fees on the Effective Date.

**5.3 Fee Change.** Motorola Solutions reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Motorola Solutions reserves the right to terminate Service for non-payment of fees.

**5.4 No Price Guarantee.** Notwithstanding any language to the contrary, the pricing and fees associated with this Agreement will not be subject to any most favored pricing commitment or other similar low price guarantees.



5.5 **Taxes.** The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola Solutions is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola Solutions the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola Solutions will be solely responsible for reporting taxes on its income or net worth.

## 6 ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames, passwords, or other validation method have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

## 7 LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola Solutions that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end-user license agreement or is otherwise packaged with or subject to a separate end-user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola Solutions or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing Services to Customer remain vested exclusively in Motorola Solutions, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.



## 8 DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola Solutions, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola Solutions grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola Solutions and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Solutions Customers and end-users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola Solutions a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola Solutions. Motorola Solutions is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola Solutions.

## 9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola Solutions to Customer (collectively, "Recommendations"). Motorola Solutions makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola Solutions' control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola Solutions does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola Solutions has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

## 10 DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be





delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

**10.2 Privacy.** Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola Solutions will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola Solutions nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola Solutions for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola Solutions gives Customer prompt, written notice of any such claim or suit. Motorola Solutions shall cooperate with Customer in its defense or settlement of such claim or suit.

**10.3 Social Media.** If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola Solutions nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola Solutions harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola Solutions for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola Solutions gives Customer prompt, written notice of any such claim or suit. Motorola Solutions shall cooperate with Customer in its defense or settlement of such claim or suit.

**10.4 Misuse.** Motorola Solutions reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

## **11 LIMITATION OF LIABILITY**

**11.1 Liability Limit.** Except for personal injury or death, Motorola Solutions' total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Subscription Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA SOLUTIONS.** This limitation of liability provision survives the expiration or termination of this Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating





to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

**11.2 Additional Disclaimers.** MOTOROLA SOLUTIONS DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA SOLUTIONS; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

**11.3 Essential term.** The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

## **12 DEFAULT AND TERMINATION**

**12.1 Default By a Party.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola Solutions may stop work on the project until it approves the Customer's cure plan.

**12.2 Failure to Cure.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola Solutions reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola Solutions with detailed invoices substantiating the charges.

**12.3 No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

**12.4 Cancellation Fee.** If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to the remaining balance of subscription fees for the Initial Minimum Term.



12.5 **Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 **Return Confidential Information.** Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 **Connection Terminated.** Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola Solutions will no longer extract any Customer Data.

12.8 **Equipment Return.** Any equipment provided by Motorola Solutions for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola Solutions reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9 **Five Year Term.** Motorola Solutions provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

## 13 DISPUTES

13.1 **Settlement.** The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 **Litigation.** A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

## 14. Security

14.1 **Industry Standard.** Motorola Solutions will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Agreement, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola Solutions will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 **Background checks.** Motorola Solutions will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

14.3 **Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are



outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola Solutions disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola Solutions further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola Solutions reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola Solutions' own security measures.

**14.4 Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

## **15 CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS**

### **15.1 CONFIDENTIAL INFORMATION**

**15.1.1. Treatment of Confidential Information.** During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products and all Deliverables will be deemed to be Motorola Solutions' Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement or pursuant to the license granted immediately below.

**15.1.2. Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

### **15.2 PRESERVATION OF PROPRIETARY RIGHTS**

**15.2.1. Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola Solutions or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

**15.2.2. Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola Solutions owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola Solutions' request and expense, Customer will execute all papers and provide reasonable assistance to Motorola Solutions to enable Motorola Solutions to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning



its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 Remedies. Because Licensed Products contain valuable trade secrets and proprietary information of Motorola Solutions, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola Solutions for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola Solutions reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola Solutions' Property Rights, or the unauthorized use of Motorola Solutions' Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

## 16 GENERAL

16.1 **Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 **Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola Solutions' prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola Solutions, and Customer warrants and represents to Motorola Solutions that Customer has all rights necessary to provide such Customer Data to Motorola Solutions for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola Solutions from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 **Audit.** Motorola Solutions reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 **Assignability.** Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola Solutions may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola Solutions separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

16.5 **Subcontracting.** Motorola Solutions may subcontract any portion of the Subscription Services without prior notice or consent of Customer.



16.6 **Waiver.** Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 **Severability.** If a court of competent jurisdiction renders any part of this Agreement invalid or otherwise unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.8 **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.

16.9 **Headings.** The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 **Governing Law.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

16.11 **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 Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 **Authority to Execute Agreement.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 **Return of Equipment.** Upon termination of the contract for any reason, Customer shall return to Motorola Solutions all equipment delivered to Customer, if any.

16.14 **Survival of Terms.** The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights); and all General provisions in Section 16.

16.15 **ENTIRE AGREEMENT.** This Agreement and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.



In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

**CUSTOMER****MOTOROLA SOLUTIONS, INC.****BY:** \_\_\_\_\_**BY:** \_\_\_\_\_**NAME:** \_\_\_\_\_**NAME:** \_\_\_\_\_**TITLE:** \_\_\_\_\_**TITLE:** \_\_\_\_\_**DATE:** \_\_\_\_\_**DATE:** \_\_\_\_\_**BILL TO ADDRESS:****SHIP TO ADDRESS:****Name:** \_\_\_\_\_**Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**Address:** \_\_\_\_\_**Address:** \_\_\_\_\_**Address:** \_\_\_\_\_**Phone #:** \_\_\_\_\_**Phone #:** \_\_\_\_\_**Email:** \_\_\_\_\_

*Note: Invoices will be emailed to this address.*

**FINAL DESTINATION:****Name:** \_\_\_\_\_**Address:** \_\_\_\_\_**Address:** \_\_\_\_\_**Phone #:** \_\_\_\_\_



**EXHIBIT A**  
**MOTOROLA SOLUTIONS SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Solutions Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola Solutions"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

**1. DEFINITIONS**

1.1. **"Designated Products"** means products provided by Motorola Solutions to Licensee with which or for which the Software and Documentation is licensed for use.

1.2. **"Documentation"** means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3. **"Open Source Software"** means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4. **"Open Source Software License"** means the terms or conditions under which the Open Source Software is licensed.

1.5. **"Primary Agreement"** means the Addendum to which this exhibit is attached.

1.6. **"Security Vulnerability"** means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7. **"Software"** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola Solutions; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**2. SCOPE**

Motorola Solutions and Licensee enter into this Agreement in connection with Motorola Solutions' delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola Solutions is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

**3. GRANT OF LICENSE**

3.1 Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola Solutions grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola Solutions' copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.





3.2 If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola Solutions will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found)

#### **4. LIMITATIONS ON USE**

4.1 Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2 Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola Solutions' proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3 Unless otherwise authorized by Motorola Solutions in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola Solutions of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola Solutions at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola Solutions or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola Solutions is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola Solutions and the Auditor will be kept in strict confidence by Motorola Solutions and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.



## **5. OWNERSHIP AND TITLE**

Motorola Solutions, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola Solutions or another party, or any improvements that result from Motorola Solutions' processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola Solutions in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola Solutions, and Licensee will not have any shared development or other intellectual property rights.

## **6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola Solutions' shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola Solutions warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola Solutions solely with reference to the Documentation. Motorola Solutions does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola Solutions makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola Solutions.

6.2 Motorola Solutions' sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola Solutions cannot correct the defect within a reasonable time, then at Motorola Solutions' option, Motorola Solutions will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Primary Agreement.

6.4 The express warranties set forth in this Section 6 are in lieu of, and Motorola Solutions disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola Solutions knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola Solutions disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **7. TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola Solutions' prior written consent. Motorola Solutions' consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola Solutions' radio products and Licensee transfers ownership of the Motorola Solutions radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola



Solutions' FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola Solutions upon request, obligating the transferee to be bound by this Agreement.

## **8. TERM AND TERMINATION**

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola Solutions, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola Solutions.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola Solutions that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola Solutions or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola Solutions made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola Solutions for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola Solutions may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **9. COMMERCIAL COMPUTER SOFTWARE**

9.1 This Section 9 only applies to U.S. Government end-users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end-users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end-users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end-user an enforceable end-user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola Solutions software to any third party nor permit any party to do so.

## **10. CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola Solutions' valuable proprietary and Confidential Information and are Motorola Solutions' trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.



## 11. LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Equipment Sale Addendum.

## 12. GENERAL

12.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

12.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola Solutions and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

12.3. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola Solutions may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

12.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

12.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola Solutions and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

12.6. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

12.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

12.8. **SECURITY.** Motorola Solutions uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola Solutions will take the steps set forth in Section 6 of this Agreement.



**CRITICAL CONNECT AND WAVE ADDENDUM****1. SERVICE PAYMENT REQUIREMENTS**

The subscription service term for the Critical Connect and WAVE service is three (3) years ("Term"). At the end of the Term, the subscription service will renew automatically for an additional three (3) year renewal Term unless terminated in accordance with the Agreement.

Customer will pre-pay for services on a monthly basis. Payment is due on the first of each month for subscription services to be provided that month. Customer may elect to pre-pay for the entire year of service if they choose.

If payment is not received within 30 days of invoice, Motorola Solutions reserves the right to deactivate service.

**2. CANCELLATION FEES**

If Customer terminates the Agreement prior to the end of a three year term, Customer will be obligated to pay a cancellation fee up to fifty percent (50%) of the remaining three (3) year term at list price.

**3. EQUIPMENT OWNERSHIP**

Equipment installed on-premise through the setup fee is owned by Customer. As part of the subscription service, Motorola Solutions will require access to the necessary equipment to maintain service through software upgrades and provisioning.

**4. SERVICE TIER UPGRADES AND DOWNGRADES**

The Customer can upgrade the service to higher tiers or downgrade to a lower tier. Additionally, the Customer can stack multiple tiers together (additional setup fees may be required if upgrading to higher capacity levels). When the Customer performs a tier upgrade or downgrade, the service term will be reset and a new three (3) year Term will commence.

**5. PORT RESTRICTIONS**

The Motorola Solutions on-premise gateway utilizes an ISSI connection and port. This connection is to be used only by the Motorola Solutions on-premise gateway in accordance with this service. Use of this ISSI connection and port with any other non-approved gateway is a violation of this Agreement and will result in immediate charge of the ISSI CAPEX list price rate.

**6. HARDWARE UPGRADES**

Hosted hardware owned by Motorola Solutions for this service and as defined in the Scope of Work will be upgraded as needed to enable the Service.

**7. CALEA**

When connecting to carrier-integrated Mission Critical PTT solutions, carriers must follow CALEA requirements. Motorola Solutions carrier-integrated platforms are fully compliant with CALEA.

**8. MAINTENANCE**

Scheduled maintenance of the Critical Connect Solution will be performed periodically. Motorola Solutions will make commercially reasonable efforts to notify customers a week in advance. Unscheduled and emergency maintenance may be required from time to time. Motorola Solutions will make commercially reasonable efforts to notify customers of unscheduled or emergency maintenance 24 hours in advance.





## APX NEXT RADIO SOLUTIONS

### Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

### Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.

### SmartMessaging

The SmartMessaging application allows APX NEXT users to seamlessly and discreetly share multimedia communications over a Broadband connection, offloading traffic from mission-critical LMR networks while enhancing public safety capabilities. From the APX NEXT home screen, users can send more detailed multimedia messages, with image, video, or audio file attachments, to enhance situational awareness and improve response success. An enhanced search and history functionality is available for users to easily access previous messages by name, content, and time range, helping them find specific information when needed.

### SmartLocate

The SmartLocate application provides dispatchers with accurate location data over a broadband network, enabling better tracking of field personnel and improved situational awareness. By using the broadband network and CommandCentral Aware integration, SmartLocate can quickly send GPS coordinate updates



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

and location information from the field to dispatchers to create a more effective operating picture of any situation. This gives dispatchers a greater ability to manage incidents and efficiently dispatch available units with confidence that resources are allocated where necessary. Access to CommandCentral Aware is not included with a SmartLocate subscription.

## **SmartProgramming**

Leveraging DMS and RadioCentral provisioning capabilities, the SmartProgramming application allows APX NEXT radios to be updated anywhere within an agency's local LTE network coverage area. APX NEXT devices no longer need to be tied to a computer via USB cable, limited to WiFi network coverage, or gated by Land Mobile Radio (LMR) bandwidth. SmartProgramming allows the APX NEXT device to take advantage of LTE broadband data speeds to pull programming jobs from RadioCentral devices in minutes.

## **SmartMapping**

The SmartMapping application provides precise and accessible location information for field users on APX NEXT's modernized map interface, improving situational awareness and informing response. Users can see their own location and the location/status of other officers at a glance and immediately tap to communicate with these personnel. SmartMapping streamlines engagement by providing access to the application directly from the APX NEXT radio's home screen to best support users wherever the mission takes them.

