

City of Eustis

Cloud Based Tower Site Security

Proposal

December 4, 2024

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

December 4, 2024

Chief Craig Capri
City of Eustis
51 E Norton Ave
Eustis, FL 32726

Subject: Cloud Based Security Solutions

Dear Chief Capri,

Motorola Solutions, Inc. (“Motorola”) appreciates the opportunity to provide City of Eustis this proposal for adding Tower Site Security to your existing radio system.

This proposal is for the installation of Avigilon CCTV and network infrastructure at various sites and locations throughout the City of Eustis.

Ferran Park	Recreation Center
Sunset Park	Water Plant
Eustis Police Department	Community Center- Cameras
Evidence Barn	Women’s Club
Community Center- Access Control	

The products and services set out under this proposal shall be governed by the terms and conditions of the H-GAC Contract #RA-0521 (HGAC Contract) and the prescribed Motorola Solutions Master Agreement (MCA) pursuant to Article 2 of the HGAC Contract. The City of Eustis can purchase this proposal by delivering to Motorola Solutions a purchase order denoting this proposal and signing any accompanying contractual documentation. This proposal is valid through December 20th, 2024.

Motorola would be pleased to address any questions that City of Eustis may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Walter Garcia at 305.968.0605.

Motorola appreciates your interest in the products and services that our company provides. We look forward to assisting City of Eustis towards expanded Tower Site Security by implementing this project.

Sincerely,

Motorola Solutions Inc.



Rob Richardson
Area Sales Manager

Table of Contents



Table of Contents

Section 1

- System Description 1-1**
- 1.1 Alta Aware Cloud VMS 1-1**
- 1.1.1 Aware Video Analytics..... 1-2
- 1.2 Site Security Equipment 1-3-2**
- 1.2.1 Avigilon Alta H6SL Bullet..... 1-3
- 1.2.2 Ferran Park Scope.....1-2
- 1.2.3 Sunset Park Scope.....1-2
- 1.2.4 Eustis Police Department Scope.....1.2
- 1.2.5 Evidence Barn Scope.....1.2
- 1.2.6 Community Center Scope.....1.2
- 1.2.7 Recreation Center 2 Scope.....1.2
- 1.2.8 Water Plant Scope1.2
- 1.2.8.1 Community Center 2 Scope.....1.2
- 1.2.8.2 Women's Club.....1.2
- 1.3 Professional Services 1-3**
- 1.3.1 Details of Service..... 1-93

Section 2

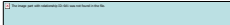
- Statement of Work 2-9**
- 2.1 Overview 2-9**
- 2.2 Motorola Responsibilities 2-9**
- 2.3 City of Eustis Responsibilities..... 2-10**
- 2.4 Assumptions..... 2-10**
- 2.5 Change Order Process..... 2-11**

Section 3

- Pricing Summary 3-1**
- Equipment and Installation Pricing..... 3-1**

Section 4

- Contractual Documentation..... 4-1**



Section 1

System Description

In response to the City of Eustis request, Motorola has proposed an Avigilon Alta Video Management System (VMS) and Avigilon Alta cameras for the City at multiple locations. The proposed Alta platform is cloud based, with local storage on each camera for redundancy.

The Alta Aware rules engine enables users to selectively apply analytics-based events as alarms and rule triggers. These rules offer immediate notifications for suspicious activities to help City of Eustis users monitor and respond more efficiently. These real-time events and forensic capabilities detect and notify scene changes, missing objects, and rules violations to detect unusual motion or events at your P25 tower sites.

1.1 Alta Aware Cloud VMS

Our Alta video security solution leverages AI technology to give users control over their video security and focus their attention on what matters most, all natively in the cloud. With Alta video security systems, you move to a proactive model, where AI-powered video analytics tell you what is happening right now, with alerts and alarms to bring these events to your attention. Avigilon Alta systems are designed and built around analytics — video analytics are always available from all your Alta cameras and connected third-party cameras, and audio analytics are available (when configured) from all your Alta cameras.

Alta permits simultaneous recording and viewing from cloud connected cameras as well as password-protected internet access through Motorola's Alta Aware platform using all popular browsers. In addition, a password-protected mobile phone app for Apple iOS and Android is available at no cost.

Alta Aware uses self-learning analytics to provide effective monitoring and proactive, real-time response for security personnel. Aware combines an intuitive interface with advanced artificial intelligence (AI) search technology to make real-time decisions.

The Aware platform includes the following high level features:

- **Video view** – create your preferred views, by customizing the layout and cameras to display. Alternatively, you can select previously configured views.
- **Spotlight** – pin several cameras to the same Video view pane, and Aware automatically rotates the views.
- **Map view** – upload your floor plans and create detailed maps of the areas protected by your cameras and devices.
- **Smart Presence** – view your site maps and see where objects (people, vehicles) are as they move around your protected areas.
- **Rules** – create rules to generate alerts based on specified cameras (or camera groups), audio or visual events, and other selection criteria.

1.1.1 Aware Video Analytics

Alta video security systems will provide City of Eustis a proactive model, where AI-powered video analytics tell you what is happening right now, with alerts and alarms to bring these events to your attention. Avigilon Alta systems are designed and built around analytics — video analytics are always available from all your Alta cameras and connected third-party cameras, and audio analytics are available (when configured) from all your Alta cameras.

Designed to solve real-world challenges and change the way users interact with their surveillance systems, our solutions help users detect, verify and act on critical events. Our most advanced analytics technology uses neural networks to power self-learning video analytics and enable tracking and classification of over 50 objects including people and vehicles (car, truck, bus, motorcycle, bicycle), delivering improved accuracy in both perimeter protection and crowded environments.

Aware uses self-learning analytics to provide effective monitoring and proactive, real-time response for security personnel, combining an intuitive interface with advanced artificial intelligence (AI) search technology to make real-time decisions.

The Unity platform includes the following:

- **Advanced Pattern-Based Analytics** – Avigilon advanced video pattern detection technology accurately recognizes the movements of people and vehicles while ignoring motion not relevant to a scene. The system's self-learning ability reduces false positives and helps make alerts more meaningful.
- **Teach-by-Example Technology** – Avigilon teach-by-example object classifier technology allows users to provide feedback about the accuracy of alarm events generated by Avigilon devices. Rather than decreasing analytics sensitivity to reduce false alarms, the feedback trains devices to improve the accuracy of the analytics used to determine which alarms are real and which are false. This impacts a low false-positive alarm rate. Over time, the system learns the scene and is able to prioritize important events based on user feedback.
- **Avigilon Video Analytics Alerts Integration** – Avigilon Aware allows video analytics to send alerts to users. These analytics include object detection, motion detection, path crossed, and directional pattern changes.

The following is a complete list of Avigilon self-learning video analytics features for object detection and classification for live or forensic events. The accompanying images are for illustration purposes only.

1.2 Site Security Equipment

The following depicts the equipment included with Site Security proposal for City of Eustis.

1.2.1 Avigilon Alta H6SL Bullet

Proactively boost safety and security with the analytics-enabled Avigilon H6SL camera line for Alta Aware. Available in a dome or bullet form factor, the cloud-native Alta H6SL line combines versatility and high performance for indoor and outdoor use. With high dynamic range, IR included and 5 MP resolution, you get crisp, clear images in even the most challenging lighting conditions. Intelligent analytics with real-time alerts help you react and respond faster to critical events and the cloud-native Alta Aware provides access to video at any time and from any location.

- **AdaptAI Video Analytics** - Be a step ahead of incidents with the camera's ability to flag unusual crowds or a person crawling along your perimeters. Classify more objects such as a van, pick-up truck or large truck with analytics event support.
- **Outdoor Ready Design** - Safeguard the outdoors with the bullet's exceptionally tough exterior that is rated IK10/11, IP66/67/68 and NEMA Type 4X2 to withstand impact, water, corrosion and more.
- **Low-Light Clarity** - Never miss a moment in low-light or completely dark conditions with IR illumination built into the bullet camera. Achieve 24/7 visibility of your site at all times.

1.2.2 Avigilon Alta Multisensor

The cloud-native Avigilon Alta Multisensor camera helps ensure your site is covered from all angles by combining Next-Generation Video Analytics and three or four adjustable sensors into one powerful 4K solution. Monitor virtually any area in all lighting conditions with up to 360-degree views from a single camera. This makes the Alta Multisensor perfect for securing wide areas, including outdoor building corners, parking lots, crossroads, as well as indoor areas with high ceilings, long corridors and hallway intersections. The optional IR lighting ring is included for clear nighttime visibility.

- **Varifocal Lenses** - Enables you to customize the field of view to optimally protect your site, while lens distortion correction provides a seamless viewing experience
- **Impact, Water, Dust & Corrosion Protection** - Protects against impact, water, windblown dust and a degree of corrosion with IK10, IP66/67, NEMA Type 4X and TS2 ratings.
- **FIPS 140-2 Compliant with Integrated TPM** - Meets the high data security standards required by federal government agencies and heavily regulated enterprises with FIPS-compliant cryptography support, integrated TPM and Secure Boot.

1.2.3 Ferran Park Scope

Motorola will install nine (9) cameras at Ferran Park to enhance surveillance coverage. Six (6) cameras will be positioned to cover the main park area, including the parking lot. These cameras will be mounted on the main poles located on the east side of the park. Each pole will host a multisensor camera along with a bullet camera. The multisensor cameras are equipped with three (3) independent cameras, allowing comprehensive coverage of the entire park from various angles. The bullet cameras will be focused on the adjacent parking lot.

Additionally, three (3) H6SL Bullet cameras will be deployed to monitor the Aquatic Center. These cameras will focus on key areas such as the splash pad, pool, and entrances to public restrooms. Positioned on the

System Description

exterior of the Aquatic Center, each camera will provide surveillance coverage of its designated focal point, enhancing security throughout the facility. Each camera will receive a new CAT6 network wire to provide power and connectivity. Conduit will be installed as necessary to provide protection and a finished look for each,

Avigilon Camera Hardware

- Three (3) - Avigilon 3-Head Multisensor, 30-Day Retention
- Six (6) - Avigilon H6SL Outdoor IR Bullet Camera, 30-Day Retention

Network Hardware

- Four (4) - Unifi Cell Gateway
- Four (4) - EtherWan EasyPoE Lite 4-Port Switch Enclosure

To facilitate internet connectivity at Ferran Park, Motorola will install four (4) Unifi Cell routers at the Aquatic Center and Pole locations. Power for the router will be drawn from the building and each pole location for the cell gateway. Additionally, an EtherWan EasyPoE enclosure will be mounted near the Unifi cell gateway enclosure to provide Power over Ethernet (PoE) to the cameras installed at the Aquatic Center. The client will need to provide a SIM card for each Unifi cell gateway.

Each of the three (3) poles within the park will be equipped with a Unifi Cell Gateway and an EasyPoE enclosure. This setup will facilitate both connectivity and power distribution for the cameras installed on each pole. Power for the EasyPoE enclosures will be sourced from each pole, and an electrician will be engaged to ensure proper power provision at each pole location. Each camera will receive a new CAT6 network wire to provide power and connectivity. Additionally, each cell gateway will also get a new CAT6 network wire. Conduit will be ran as necessary to protect each wire.

1.2.4 Sunset Park Scope

Motorola will deploy six (6) Avigilon cameras positioned throughout Sunset Park to ensure comprehensive surveillance coverage. The bathroom house will be equipped with a bullet camera on its east side, aimed at the tennis court, while a dome camera will cover the entrance to the public restroom.

To surveil the skate pool and playground area effectively, two (2) bullet cameras will be mounted on the west side of the racquetball courts, each focused on the respective area.

A pole will be installed near the pump house to accommodate a multisensor camera, providing comprehensive coverage of the skate park and covered table area. This multisensor camera, equipped with three (3) independent cameras, will ensure full visibility of the skate park.

Additionally, the basketball court will be monitored by a single bullet camera mounted on the existing light pole, ensuring surveillance of this area. These camera placements will offer great coverage, enhancing security within Sunset Park.

Avigilon Hardware

- Two (2) - Avigilon H6SL Outdoor IR Bullet Camera, 30-Day Retention
- Two (2) - Avigilon H6SL Outdoor IR Bullet Camera (10.9-29 mm lens), 30-Day Retention
- One (1) - Avigilon 3-Head Multisensor, 30-Day Retention
- One (1) - Avigilon H6SL Outdoor IR Dome Camera, 30-Day Retention

Network Hardware

- Four (4) - EtherWan EasyPoE Lite PoE Enclosure
- One (1) - EtherWan Managed 8-Port PoE Switch

- One (1) - EtherWan EasyLink Wireless Bridge Kit
- Two (2) - Unifi Cell Gateway

Sunset Park's surveillance system will be supported by new network infrastructure, leveraging wireless bridge kits and PoE switch enclosures. Internet connectivity will be sourced from the Eustis Service Center, with an EtherWan wireless bridge kit sending unit deployed on the center's west side. Inside the center, an 8-port switch will be installed to provide PoE to the wireless bridge, initiating network connectivity for the park's surveillance system.

At the public restroom house, a wireless bridge receiving unit and PoE switch enclosure will be installed to facilitate connectivity for the cameras mounted on this building. New CAT6 network lines will be run to the cameras and equipment, with power drawn from this building and routed to the racquetball court. The path of the power cable will be cut through the sidewalk and conduit ran up the racquetball over to the west side.

On the west side of the racquetball court, the cameras will be deployed alongside an EtherWan EasyLink PoE enclosure, powered from the cable originating from the bathroom house.

Near the pump house in the skate park area, a new pole will be erected to support camera and cell gateway installations. This pole power is drawn from the pump house.

Lastly, at the basketball court area, the existing light pole will be equipped with a PoE enclosure and Unifi Cell Gateway, drawing power from the pole's existing infrastructure. These installations will ensure network connectivity throughout Sunset Park, providing effective surveillance coverage.

1.2.5 Eustis Police Department

Motorola will implement a surveillance solution at the Eustis Police Department, comprising eighteen (18) Avigilon cameras positioned both externally and internally. For external coverage, eight (8) Avigilon bullet cameras will be deployed, with most serving as replacements and retaining their existing positions. Two (2) new camera locations will be added at the front entrance to cover the walk-up and main entrance areas. Each exterior camera will be equipped with a new CAT6 network wire to ensure PoE and connectivity. Additionally, one bullet camera will be installed in the Sally Port area, also supported by a new CAT6 network wire.

Internally, nine (9) cameras will provide surveillance coverage. Two (2) compact dome cameras will monitor the front lobby, with one focused on the main entrance and the other on the reception desk and precinct entrance. The evidence room and lock-up area will be outfitted with two (2) compact dome cameras for close-range coverage. The Tech Services area will receive the remaining compact dome camera.

Furthermore, four (4) dome cameras will be strategically placed to cover the main hallways, ensuring comprehensive monitoring of all movement within these areas. Similar to the external cameras, each interior camera will be connected with a new CAT6 network wire to facilitate PoE and connectivity, ensuring integration into the surveillance network.

Avigilon Hardware

- Nine (9) - Avigilon 5MP H6SL Outdoor IR Bullet Camera
- Four (4) - Avigilon 5MP H6SL Indoor Dome Camera
- Five (5) - Avigilon Compact Dome 5MP

Network Hardware

- One (1) - EtherWan Commercial Managed Ethernet PoE Switch with 24-Port
- One (1) - 1U UPS 500VA

To ensure operation and connectivity for all new cameras, Motorola will integrate a new EtherWan switch into the existing MDF rack. This switch will serve as the central hub for distributing power and data to the surveillance network. To safeguard against electrical issues and ensure uninterrupted operation, a 1U UPS will be installed to provide backup power to the switch.

As part of the installation process, all new CAT6 network wires will be terminated at the switch and organized using a new patch panel. Additionally, Motorola will supply and install patch cables to establish connections between the switch and the cameras.

1.2.5 Evidence Barn

Motorola will enhance surveillance capabilities within the evidence barn at the Public Works location by deploying two (2) fisheye cameras. These cameras will replace four existing cameras, offering comprehensive coverage of the four evidence bays. Each Fisheye camera will monitor two bays, providing panoramic views for security and monitoring.

To ensure operation and connectivity, Motorola will install a hardened network switch capable of withstanding harsh outdoor conditions. This switch will serve as the central point for distributing power and data to the deployed cameras. Leveraging an existing wireless bridge kit for connectivity, and will establish reliable communication between the switch and the cameras. Additionally, each fisheye camera will be equipped with a new CAT6 network wire to facilitate efficient PoE and connectivity.

Project Hardware

- Two (2) - Avigilon 360 12MP Fisheye Camera, 30-Day Retention
- One (1) - EtherWan 5-Port Hardened PoE Switch

1.2.6 Community Center- Access Control

Motorola will implement access control for two (2) doors at the Community Center: the main entrance and a smaller door on the south sub-building. The main entrance consists of double doors, while the south door is a single door.

For the main entrance, a double-leaf mag-lock will be installed to ensure the security of the storefront double doors. This entrance will also be equipped with a Multi-Format reader and keypad to provide secure, keyless admittance to the building. Motorola will install a motion detector Request to Exit (REX) at the main entrance, along with a wave REX button to facilitate exiting through the main entrance.

The south entrance door will receive a new dead latch and strike for its door-locking hardware, along with a multi-format reader and keypad. The door controller will be mounted inside the MDF/AV room, next to the network equipment. This setup will integrate with the Openpath platform, providing various credential options from mobile to pin code. Access permissions can be managed remotely, allowing for flexible and secure access control.

Alta Access Hardware

- One (1) - Core Series Smart Hub 4-Door
- Two (2) - Mullion Smart Keypad Reader

1.2.7 Recreation Center 2

Motorola will deploy a total of eight (8) Avigilon Alta cameras at the Rec Center, comprising four (4) indoor dome cameras and four (4) outdoor bullet cameras. Each camera will be connected with a new CAT6 network wire to ensure PoE and network connectivity.

For interior coverage, a dome camera will be installed in the main reception area to monitor the southwest entrance. Another dome camera will be mounted in the adjacent hallway to cover the west entrance. To provide comprehensive surveillance of the large open rec room, a dome camera will be positioned in the southwest corner. The multipurpose room and north entrance will be secured by the fourth dome camera.

The exterior of the building will be monitored by four (4) bullet cameras. Two of these bullet cameras will cover the south side of the building, overseeing the covered pavilion, basketball courts, and public restroom entrances. The remaining two bullet cameras will provide surveillance for the west parking lot and entrances.

All CAT6 network wires will be routed to each camera location and terminated in the MDF located in the north office's closet. The existing PoE+ switch provided by the City of Eustis will be utilized for connectivity and power supply.

Football Field

Motorola will deploy a single multi-sensor at the field across the street. The camera will be mounted on the southeast corner of the bathroom building. Connectivity for the camera will be provided by a cellular gateway that will be mounted on the rear of the building. There is existing power near the mounting location of the gateway. A new CAT6 will be ran to the camera location.

Avigilon Alta Hardware

- Four (4) - H6SL Indoor IR Dome Camera, 30-Day Retention
- Three (3) - H6SL Outdoor IR Bullet Camera, 30-Day Retention
- One (1) - 5MP 4 head H5A Multi-sensor Camera

1.2.8 Water Plant

Motorola will deploy four (4) Avigilon H6SL Bullet cameras at the main building of the water plant. These cameras will be strategically placed to ensure comprehensive coverage of vital areas. One camera will be mounted on the southeast corner, providing effective coverage of the south water tank ladder and its surrounding area. Additionally, a camera on the northeast corner will focus on the diesel tank and the north water tank ladder area. Another camera, positioned to cover the overhead door and adjacent tank, will be mounted on the northeast corner. Finally, a camera on the northwest corner will offer coverage of the west pump and the main entrance to the building.

For the efficient operation of the newly deployed cameras, Motorola will establish the necessary PoE and connectivity infrastructure inside the main building. This includes the installation of a 6U wall-mount rack enclosure to house the new equipment. Within this enclosure, an EtherWan 16-port PoE switch will be installed, safeguarded by a UPS for uninterrupted power supply. Additionally, to facilitate connectivity for the east pump, an EtherWan wireless bridge kit will be positioned on the southeast corner and terminated inside the enclosure.

Main Building Avigilon Hardware

- Four (4) - Avigilon H6SL 5MP Bullet Camera, 30-Day Retention

System Description

East Pump Avigilon Hardware

- One (1) - Avigilon H6SL 5MP Bullet Camera, 30-Day Retention

Network Hardware

- One (1) - EtherWan Commercial Web-Managed Ethernet PoE Switch, 16-Port
- One (1) - EtherWan Wireless Bridge Kit Base Unit
- One (1) - Tripp-Lite 1U UPS 500VA
- One (1) - 6U Wall Mount Rack Enclosure

Motorola will collaborate with an electrician to tap power from the light pole power transformer. This power source will be utilized for the new EasyPoE enclosure, mounted on the pole to house the necessary equipment. The connectivity for the new PoE switch will be established through the installation and alignment of the receiving unit of the wireless bridge kit. The H6SL bullet camera will then be terminated in the new switch, effectively providing surveillance coverage of the east pump.

North Pump Avigilon Hardware

- One (1) - Avigilon H6SL 5MP Bullet Camera, 30-Day Retention

Network Hardware

- One (1) - Unifi Industrial Cell Gateway

To achieve coverage of the North Pump, Motorola will use the services of an electrician to facilitate the provision of power from the pole. This power will be directed to both the Unifi router and the H6SL Bullet camera, with all components securely housed inside a protective enclosure. The cellular router will be deployed to ensure connectivity for the H6SL Bullet camera, leveraging cellular service, which will be provided by the client.

1.2.8.1 Community Center- Cameras

Motorola will deploy three (3) Avigilon Alta multisensor cameras at the Eustis Community Center. The cameras will be positioned at the Northwest, Southwest, and Southeast corners of the main Community Center building. Each camera location will receive a new CAT6 network wire to ensure proper PoE and connectivity.

Avigilon Alta Hardware

- Three (3) - 5MP 3 head H5A Multisensor Camera; Alta 30 Day

1.2.8.2 Women's Center

Motorola will deploy three (3) Avigilon Alta cameras at the Eustis Women's Club. Each camera will be connected via a new CAT6 network wire to ensure proper PoE and connectivity. The installation will include one (1) bullet camera on the Northwest corner, providing coverage of the north side of the site, and two (2) multisensor cameras on the south side of the building, covering the parking lot and reception areas.

Avigilon Alta Hardware

- Two (2) - 5MP 3 head H5A Multisensor Camera; Alta 30 Day
- One (1) - 5MP Outdoor Bullet Camera; Alta 30 Day

1.3 Professional Services

As a part of Motorola's proposal to City of Eustis, a professional services package is included. Motorola Solutions will perform onsite or remote configuration and optimization of the Motorola Solutions Video Management System (VMS) and/or connected Motorola Solutions cameras agreed upon during the quoting process. System configuration options are customizable by the customer and may include the naming of cameras, creating user rights and privileges, setting up alarm configurations, configuring analytics profiles for specific cameras, configuring maps, configuring recording schedules, installation of Motorola Solutions software, activation and commissioning of Motorola Solutions product licenses (licenses must be purchased separately), and optimizing system performance.

1.3.1 Details of Service

The following service examples can be performed in the service timeframe allotted.

- Verification of proper Motorola Solutions Video Management System (VMS) installation.
- Configuration of Motorola Solutions VMS for optimal system performance.
- Validation of proper functionality of applicable Motorola Solutions products.
- Review system performance for possible optimization.
- System User-Specific Configuration. Optional services, additional days may be required.
- Naming of cameras
- Creating Users
- Assigning rights and privileges
- Setting up alarm configurations
- Configuring analytics profiles for specific cameras
- Configuring maps.
- Configuring recording schedules
- Installation of Motorola Solutions software (initial or upgrade)
- Activation and commissioning of Motorola Solutions product licenses (licenses must be purchased separately or be included in this proposal)

Section 2

Statement of Work

2.1 Overview

This Statement of Work (SOW) describes the deliverables to be furnished to City of Eustis. The tasks described herein will be performed by Motorola Solutions, Inc. ("Motorola"), its subcontractors, and to implement Motorola's Avigilon Intelligent Video Surveillance Solution. This document describes the actual work involved in the implementation of the solution and clarifies the responsibilities for both Motorola and City of Eustis during the project implementation.

2.2 Motorola Responsibilities

Motorola's general responsibilities include the following:

Statement of Work

- Schedule the implementation activities in agreement with the City of Eustis dedicated project team.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Perform installation of camera infrastructure listed in the BOM, above.
- Perform any boring, coring, structural penetration(s) or alteration(s) necessary to complete the installation of all equipment.
- Motorola will have no responsibility for the performance and/or delays caused by subcontractors outside the scope of this proposal.
- Motorola will supply a technician with the appropriate equipment to scale the tower.

2.3 City of Eustis Responsibilities

City of Eustis will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project not provided by Motorola.

General City of Eustis responsibilities include the following:

- Provide all buildings and equipment shelters required for system installation.
- Ensure sites meet space, grounding, power, and connectivity requirements for the installation of all equipment. Ensure all spaces provided meet HVAC and environmental conditioning requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation (if required).
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- City of Eustis shall provide wide area connectivity. This connectivity shall comply with Motorola's approved performance specifications for non-Motorola supplied connectivity services.
- Coordinate the activities of all personnel, vendors or other contractors.
- Provide all network connections for Avigilon System to be remotely viewed.
- Provide all network support for Avigilon Software to send Email/Text notifications on all Analytics Alarms.
- Provide wall location for Avigilon Equipment to be installed inside of then communications building.
- Provide 120VAC constant power at each headend location.
- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by SCC for this project.
- City of Eustis to provide backup power as necessary.

2.4 Assumptions

Motorola has based the system design on information provided by City of Eustis and an analysis of their system requirements. Key assumptions have been listed below for review. Should Motorola's assumptions be deemed incorrect or not agreeable to City of Eustis, a revised proposal with the necessary changes and adjusted costs may be required. Changes to the equipment or scope of the project after contract may require a change order.

- All work is to be performed during normal work hours, Monday through Friday 8:00 a.m. to 5:00 p.m.
- This proposal does not include the demolition of the old system in its entirety. The only device removal this quote covers are the devices that impede our team's ability to install our new systems
- The client is responsible for providing SIM cards and data plan for the internet at the Ferran Park site
- Motorola assumes proper power can be drawn from each location as needed
- Customers are required to provide sufficient internet connection at the site to properly operate all equipment being added
- Motorola assumes that there is an active sufficient Ethernet line and suitable power at the MDF for the proper operation of the new equipment
- Motorola assumes all work areas are serviceable with a 12ft ladder and there is sufficient working space above the ceiling
- Motorola assumes that all work areas are cleared and ready for work on the days of installation
- Motorola assumes all site conditions are as they were on the day of the initial site walk. If any conditions have

2.5 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Timeline, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties complete a written change order.

Section 3

Pricing/Equipment Summary

Motorola Solutions is pleased to present the following pricing to City of Eustis:

Equipment and Installation Pricing

Ferran Park Description	Price (\$)
Equipment	\$29,907.00
Installation, Integration and Full Project Management	\$23,760.00
Sub Total	\$53,667.00
Discount (H-GAC Contract)	(\$2,990.70)
Grand Total	\$50,676.30

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP 3 head H5A Multisensor Camera; Alta 30 Day	\$2,359.00	3	\$7,077.00	10%	\$6,369.30
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens; Alta 30 Day	\$1,399.00	6	\$8,394.00	10%	\$7,554.60
Outdoor pendant mount adapter	\$199.00	3	\$597.00	10%	\$537.30
Wall Mount for large pendant camera	\$121.00	3	\$363.00	10%	\$326.70
IR Illuminator Ring for H4 Multisensor	\$389.00	3	\$1,167.00	10%	\$1,050.30
Gigabit 802.3bt 60 W PoE Injector	\$177.00	3	\$531.00	10%	\$477.90
Dome bubble and cover; for outdoor surface mount or pendant	\$199.00	3	\$597.00	10%	\$537.30
Ava Aware License 3 years	\$499.00	9	\$4,491.00	10%	\$4,041.90
Unifi - Mobile Router Industrial	\$256.00	4	\$1,024.00	10%	\$921.60
EasyPoE Lite 4P: 4 Gigabit PoE Ports & 2 Gigabit RJ45 Ports (w/ Surge	\$986.00	4	\$3,944.00	10%	\$3,549.60
14x11x5 PC + ABS Weatherproof Utility Box NEMA Enclosure	\$135.00	1	\$135.00	10%	\$121.50
Cat6 Cable Drop Camera	\$56.00	10	\$560.00	10%	\$504.00
Cat6 Cable Drop PTP	\$32.00	4	\$128.00	10%	\$115.20
18-02 UNS STR DB TC Quad	\$330.00	0.3	\$99.00	10%	\$89.10
VS-AV Misc Conduit/Panduit	\$800.00	1	\$800.00	10%	\$720.00
Equipment Total:			\$29,907.00		\$26,916.30

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	22.20	\$3,330.00
Technician	\$175.00	92.30	\$16,152.50
PM	\$200.00	10.70	\$2,140.00
ENG	\$225.00	9.50	\$2,137.50
Total			\$23,760.00

Sunset Park Description	Price (\$)
Equipment	\$22,280.00
Installation, Integration and Full Project Management	\$23,255.50
Sub Total	\$45,535.50
Discount (H-GAC Contract)	(\$2,228.00)
Grand Total	\$43,307.50

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP 3 head H5A Multisensor Camera; Alta 30 Day	\$ 2,359.00	1	\$ 2,359.00	10%	\$ 2,123.10
5MP H6SL Outdoor IR Bullet Camera with 10.9-29 mm lens; Alta 30 Day	\$ 1,459.00	2	\$ 2,918.00	10%	\$ 2,626.20
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens; Alta 30 Day	\$ 1,399.00	2	\$ 2,798.00	10%	\$ 2,518.20
5MP H6SL Outdoor IR Dome Camera with 3.4-10.5mm lens; Alta 30 Day	\$ 1,189.00	1	\$ 1,189.00	10%	\$ 1,070.10
Outdoor pendant mount adapter	\$ 199.00	2	\$ 398.00	10%	\$ 358.20
Wall Mount for large pendant camera	\$ 121.00	1	\$ 121.00	10%	\$ 108.90
IR Illuminator Ring for H4 Multisensor	\$ 389.00	1	\$ 389.00	10%	\$ 350.10
Ava Aware License 3 years	\$ 499.00	6	\$ 2,994.00	10%	\$ 2,694.60
Unifi - Mobile Router Industrial	\$ 256.00	2	\$ 512.00	10%	\$ 460.80
EasyPoE Lite 4P: 4 Gigabit PoE Ports & 2 Gigabit RJ45 Ports (w/ Surge Protector)	\$ 986.00	4	\$ 3,944.00	10%	\$ 3,549.60
Commercial Smart Managed Ethernet PoE Switch with 8 10/100/1000 PoE+ 802.3at	\$ 370.00	1	\$ 370.00	10%	\$ 333.00
Hardened Wireless Bridge Kit - 1 Wireless Bridge Base unit and 2 paired Wireless	\$ 1,595.00	1	\$ 1,595.00	10%	\$ 1,435.50
Cat6 Cable Drop DB	\$ 38.00	13	\$ 494.00	10%	\$ 444.60
18-02 UNS STR DB TC Quad	\$ 330.00	0.3	\$ 99.00	10%	\$ 89.10
VS-AV Misc Conduit/Panduit	\$ 600.00	3.5	\$ 2,100.00	10%	\$ 1,890.00
Equipment Total:			\$22,280.00		\$20,052.00

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	49.60	\$7,440.00
Technician	\$175.00	71.75	\$12,556.25
PM	\$200.00	8.14	\$1,628.00
ENG	\$225.00	7.25	\$1,631.25
Total			\$23,255.50

Eustis Police Department Description	Price (\$)
Equipment	\$31,586.50
Installation, Integration and Full Project Management	\$22,640.00
Sub Total	\$54,226.50
Discount (H-GAC Contract)	(\$3,158.65)

Grand Total	\$51,067.85
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Equipment	Unit LIST (USD)	Qnt	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens; Alta 30 Day	\$ 1,399.00	9	\$ 12,591.00	10%	\$ 11,331.90
5MP H6SL Indoor Dome Camera with 3.4-10.5mm lens; Alta 30 Day	\$ 939.00	4	\$ 3,756.00	10%	\$ 3,380.40
Ava Compact Dome White - 5MP - 30 days	\$ 529.00	5	\$ 2,645.00	10%	\$ 2,380.50
Ava Aware License 3 years	\$ 499.00	18	\$ 8,982.00	10%	\$ 8,083.80
Commercial Managed Ethernet PoE Switch with 24 Gigabit PoE+ 802.3at 30W + 4	\$ 980.00	1	\$ 980.00	10%	\$ 882.00
1U UPS 500VA	\$ 360.00	1	\$ 360.00	10%	\$ 324.00
24 Port Unloaded Patch Panel	\$ 27.00	1	\$ 27.00	10%	\$ 24.30
1FT CAT 6 PATCH CABLE GREY-6PK	\$ 10.50	3	\$ 31.50	10%	\$ 28.35
Cat6 Cable Drop Plenum	\$ 123.00	18	\$ 2,214.00	10%	\$ 1,992.60
Equipment Total:			\$31,586.50		\$28,427.85

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	103.60	\$18,130.00
PM	\$200.00	11.30	\$2,260.00
ENG	\$225.00	10.000	\$2,250.000
Total			\$22,640.00

Evidence Barn Description	Price (\$)
Equipment	\$4,279.00
Installation, Integration and Full Project Management	\$2,647.50
Sub Total	\$6,926.50
Discount (H-GAC Contract)	(\$427.90)
Grand Total	\$6,498.60

Equipment	Unit LIST (USD)	Qnt	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
Ava 360 White - 12MP - 30 days	\$1,399.00	2	\$ 2,798.00	10%	\$ 2,518.20
Cat6 Cable Drop Riser	\$ 39.00	2	\$ 78.00	10%	\$ 70.20
EtherWAN EtherWAN EX42905 Hardened Unmanaged 5-Port	\$ 405.00	1	\$ 405.00	10%	\$ 364.50
Ava Aware License 3 years	\$ 499.00	2	\$ 998.00	10%	\$ 898.20
Equipment Total:			\$4,279.00		\$3,851.10

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	12.10	\$2,117.50
PM	\$200.00	1.30	\$260.00
ENG	\$225.00	1.20	\$270.00
Total			\$2,647.50

Community Center - Access Control	Price (\$)
Equipment	\$7,031.00
Installation, Integration and Full Project Management	\$7,867.50
Sub Total	\$14,898.50
Discount (H-GAC Contract)	(\$703.10)
Grand Total	\$14,195.40

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
Core Series 4 port 12/24V Smart Hub E1 Enclosure	\$1,705.00	1	\$ 1,705.00	10%	\$ 1,534.50
Mullion Smart Keypad Reader V2, black, low and high frequen	\$ 460.00	2	\$ 920.00	10%	\$ 828.00
Kantech T.REX-LT T. Rex Request-to-Exit Detector	\$ 114.00	1	\$ 114.00	10%	\$ 102.60
IP 66 Rated Touchless REX	\$ 90.00	1	\$ 90.00	10%	\$ 81.00
Premium: Pack of 1 entry - 3 year	\$ 900.00	2	\$ 1,800.00	10%	\$ 1,620.00
Double Leaf Maglock	\$ 1,949.00	1	\$ 1,949.00	10%	\$ 1,754.10
VS-AV Deadlatch	\$ 453.00	1	\$ 453.00	10%	\$ 407.70
Equipment Total:			\$7,031.00		\$6,327.90

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	36.00	\$6,300.00
PM	\$200.00	3.90	\$780.00
ENG	\$225.00	3.50	\$787.50
Total			\$7,867.50



Recreation Center Description	Price (\$)
Equipment	\$16,295.00
Installation, Integration and Full Project Management	\$9,453.75
Sub Total	\$25,748.75
Discount (H-GAC Contract)	(\$1,629.50)
Grand Total	\$24,119.25

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP H6SL Indoor IR Dome Camera with 3.4-10.5mm lens;	\$989.00	4	\$ 3,956.00	10%	\$ 3,560.40
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens;	\$ 1,399.00	3	\$ 4,197.00	10%	\$ 3,777.30
Multisensor 20C-H5A-4MH-30	\$ 2,809.00	1	\$ 2,809.00	10%	\$ 2,528.10
Outdoor pendant mount adapter	\$ 199.00	1	\$ 199.00	10%	\$ 179.10
Dome bubble and cover; for outdoor surface mount or	\$ 199.00	1	\$ 199.00	10%	\$ 179.10
Wall Mount for large pendant camera	\$ 121.00	1	\$ 121.00	10%	\$ 108.90
IR Illuminator Ring for H4 Multisensor	\$ 389.00	1	\$ 389.00	10%	\$ 350.10
Gigabit 802.3bt 60 W PoE Injector	\$ 177.00	1	\$ 177.00	10%	\$ 159.30
Ava Aware License 3 years	\$ 499.00	8	\$ 3,992.00	10%	\$ 3,592.80
Unifi - Mobile Router Industrial	\$ 256.00	1	\$ 256.00	10%	\$ 230.40
Equipment Total:			\$16,295.00		\$14,665.50

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	43.25	\$7,568.75
PM	\$200.00	4.70	\$940.00
ENG	\$225.00	4.20	\$945.00
Total			\$9,453.75

Water Plant Description	Price (\$)
Equipment	\$15,293.50
Installation, Integration and Full Project Management	\$14,463.00
Sub Total	\$29,756.50
Discount (H-GAC Contract)	(\$1,529.35)
Grand Total	\$28,227.15

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens;	\$ 1,399.00	5	\$ 6,995.00	10%	\$ 6,295.50
Ava Aware License 3 years	\$ 499.00	5	\$ 2,495.00	10%	\$ 2,245.50
Commercial Web-Managed Ethernet PoE Switch with 16	\$ 748.00	1	\$ 748.00	10%	\$ 673.20
EasyPoE Lite 4P: 4 Gigabit PoE Ports & 2 Gigabit RJ45 Ports	\$ 800.00	1	\$ 800.00	10%	\$ 720.00
Wireless Bridge Kit - Contains two paired Wireless Bridge	\$ 690.00	1	\$ 690.00	10%	\$ 621.00
6U Wall Mount Rack Enclosure	\$ 350.00	1	\$ 350.00	10%	\$ 315.00
1U UPS 500VA	\$ 360.00	1	\$ 360.00	10%	\$ 324.00
24 Port Unloaded Patch Panel	\$ 27.00	1	\$ 27.00	10%	\$ 24.30
1FT CAT 6 PATCH CABLE GREY-6PK	\$ 10.50	1	\$ 10.50	10%	\$ 9.45
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens;	\$ 1,399.00	1	\$ 1,399.00	10%	\$ 1,259.10
Ava Aware License 3 years	\$ 499.00	1	\$ 499.00	10%	\$ 449.10
Sturdy Steel Construction: NEMA outdoor enclosure	\$ 103.00	1	\$ 103.00	10%	\$ 92.70
Cat6 Riser WHT	\$ 240.00	0.5	\$ 120.00	10%	\$ 108.00
Unifi - Mobile Router Industrial	\$ 256.00	1	\$ 256.00	10%	\$ 230.40
Cat6 Cable Drop Plenum	\$ 63.00	7	\$ 441.00	10%	\$ 396.90
Equipment Total:			\$15,293.50		\$13,764.15

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	35.70	\$5,355.000
Technician	\$175.00	41.30	\$7,227.500
PM	\$200.00	4.70	\$940.000
ENG	\$225.00	4.18	\$940.500
Total			\$14,463.00

Community Center- Cameras	Price (\$)
Equipment	\$12,681.00
Installation, Integration and Full Project Management	\$5,465.00
Sub Total	\$18,146.00
Discount (H-GAC Contract)	(\$1,268.10)
Grand Total	\$16,877.90

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP 3 head H5A Multisensor Camera; Alta 30 Day	\$ 2,359.00	3	\$ 7,077.00	10%	\$ 6,369.30
Corner Mount for large pendant wall mount WLMT-1001	\$ 110.00	3	\$ 330.00	10%	\$ 297.00
Outdoor pendant mount adapter	\$ 199.00	3	\$ 597.00	10%	\$ 537.30
Dome bubble and cover; for outdoor surface mount or	\$ 199.00	3	\$ 597.00	10%	\$ 537.30
Wall Mount for large pendant camera	\$ 121.00	3	\$ 363.00	10%	\$ 326.70
IR Illuminator Ring for H4 Multisensor	\$ 389.00	3	\$ 1,167.00	10%	\$ 1,050.30
Gigabit 802.3bt 60 W PoE Injector	\$ 177.00	3	\$ 531.00	10%	\$ 477.90
Ava Aware License 3 years	\$ 499.00	3	\$ 1,497.00	10%	\$ 1,347.30
Cat6 Cable Drop Plenum	\$ 174.00	3	\$ 522.00	10%	\$ 469.80
Equipment Total:			\$12,681.00		\$11,412.90

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	25.00	\$4,375.00
PM	\$200.00	2.75	\$550.00
ENG	\$225.00	2.40	\$540.00
Total			\$5,465.00

Women's Club Description	Price (\$)
Equipment	\$10,334.00
Installation, Integration and Full Project Management	\$4,456.50
Sub Total	\$14,790.50
Discount (H-GAC Contract)	(\$1,033.40)
Grand Total	\$13,757.10

Equipment	Unit LIST (USD)	Qty	EXT LIST (USD)	HGAC Contract Disc %	EXT Discount
5MP 3 head H5A Multisensor Camera; Alta 30 Day	\$ 2,359.00	2	\$ 4,718.00	10%	\$ 4,246.20
5MP H6SL Outdoor IR Bullet Camera with 3.4-10.5mm lens;	\$ 1,399.00	1	\$ 1,399.00	10%	\$ 1,259.10
Outdoor pendant mount adapter	\$ 199.00	2	\$ 398.00	10%	\$ 358.20
Dome bubble and cover; for outdoor surface mount or	\$ 199.00	2	\$ 398.00	10%	\$ 358.20
Wall Mount for large pendant camera	\$ 121.00	2	\$ 242.00	10%	\$ 217.80
Corner Mount for large pendant wall mount WLMT-1001	\$ 110.00	2	\$ 220.00	10%	\$ 198.00
IR Illuminator Ring for H4 Multisensor	\$ 389.00	2	\$ 778.00	10%	\$ 700.20
Gigabit 802.3bt 60 W PoE Injector	\$ 177.00	2	\$ 354.00	10%	\$ 318.60
Ava Aware License 3 years	\$ 499.00	3	\$ 1,497.00	10%	\$ 1,347.30
Cat6 Cable Drop Plenum	\$ 110.00	3	\$ 330.00	10%	\$ 297.00
Equipment Total:			\$10,334.00		\$9,300.60

Labor	Hourly Rate	# Hrs	Ext Rate
Electrician	\$150.00	0.00	\$0.00
Technician	\$175.00	20.38	\$3,566.50
PM	\$200.00	2.20	\$440.00
ENG	\$225.00	2.00	\$450.00
Total			\$4,456.50

9 Sites Above Combined	Price (\$)
Equipment	\$149,687.00
Installation, Integration and Full Project Management	\$114,008.75
Sub Total	\$263,695.75
Discount (H-GAC Contract)	(\$14,968.70)
Grand Total	\$248,727.05

Notes:

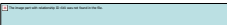
- Includes 3 years of Ava Aware Camera Licenses. License renewals will not exceed a 5% increase over list price from previous renewal period
- Pricing, terms and conditions per H-GAC RA05-21 with Participating EXTENSION No. 2 Contract is extended through Jul 31 2025
- Customer may purchase this proposal by issuing Motorola a purchase order denoting the name of the proposal and signing the accompanying contractual documentation in Section 4
- Labor rates will not exceed a 10% increase over list price from previous year. Labor may include non-contract items such as but not limited to equip rental, additional materials etc.in other projects
- Cabling costs vary by specific length of required run



Section 4

Contractual Documentation

The products and services set out under this proposal shall be governed by the terms and conditions of the H-GAC Contract #RA-0521 (HGAC Contract) and the following prescribed Motorola Solutions Master Agreement (MCA) pursuant to Article 2 of the HGAC Contract.



Motorola Solutions Customer Agreement

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

WHEREAS, the Customer desires to purchase communications products and services; and

WHEREAS, Motorola desires to sell communications products and services to Customer; and

WHEREAS, Houston-Galveston Area Council (“H-GAC”), acting as the agent for various local governmental entities who are “End Users” under interlocal agreements (including the Customer) has solicited proposals for communications equipment and conducted discussions with Motorola concerning its proposal and, where applicable, in accordance with the competitive procurement procedures of Texas law; and

WHEREAS, H-GAC and Motorola entered into that certain Contract No. RA05-21 executed on September 28, 2021, (the “H-GAC Contract”), which provided that End Users may purchase communications equipment from Motorola pursuant to certain terms contained therein;

WHEREAS, pursuant to Articles 2 and 6 of the Special Provisions of the H-GAC Contract, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of communications products and services from Motorola by the Customer. For good and valuable consideration, the Parties agree as follows:

Section 1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products and Services (as each are defined below) from Motorola. The H-GAC Contract is attached hereto as Exhibit A and is incorporated into this Agreement in full by this reference. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties’ “**Agreement**”.

1.2. Attachments. The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

Exhibit A HGAC Contract

Exhibit B Motorola Proposal dated December 4, 2024

1.3. Order of Precedence. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

“Authorized Users” means Customer’s employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“Change Order” means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

“Communications System” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“Contract Price” means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A “Payment” or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

“Confidential Information” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services.

“Customer Contact Data” has the meaning given to it in the DPA.

“Customer Data” has the meaning given to it in the DPA.

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

“Data Processing Addendum” or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Documentation” means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services;

“Fees” means charges applicable to the Products and Services.

“Integration Services” means the design, deployment, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

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

“Motorola Materials” means proprietary software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials

“Non-Motorola Materials” means collectively, Customer or third-party software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

“Professional Services” are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations.

“Process” or **“Processing”** have the meaning given to them in the DPA

“Services” means services related to purchased Products as described in the Proposal.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“**Service Use Data**” has the meaning given to it in the DPA.

“**Site**” or “**Sites**” means the location where the Integration Services or Maintenance and Support Services will take place.

“**Software System**” means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**SUA**” or “**SUA II**” means Motorola’s Software Upgrade Agreement program.

“**Subscription Software**” means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

“**Third-Party Data**” has the meaning given to it in the DPA.

“**Term**” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered “Services”, as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer’s or a

third party's information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down 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. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2. Network Security. If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

3.2.5.3. Application Development. If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.

3.2.6. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.

3.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.4. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.5. Documentation. Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

3.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

- 3.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.
- 3.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.9.** To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party . If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4. Term and Termination.

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.
- 4.1.1. Subscription Terms.** The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of

the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

- 4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.
- 4.4. Suspension of Services. Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription Software. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

Section 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1. Customer affirms they have signatory authority to execute this contract. The Contract Price of \$ **\$248,727.05**, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance

or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “**Taxes**”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer’s receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation (“MSCC”), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.
- 5.5. Payment.** Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

- 5.6. INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address:

Name- Accounts Payable
Address- 10 North Grove Street Eustis FL 32726
Phone- 352-483-5475

E-INVOICE. To receive invoices via email:

Customer Account Number: 1012658467

Customer Accounts Payable Email: finance@eustis.org

Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: Craig Capri

Address: 10 North Grove Street Eustis FL 32726

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

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software and/or Subscription Software will not pass to Customer at any time.

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

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

Section 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

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

- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola

will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement**.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site:
https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html

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

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

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

Section 7. Representations and Warranties.

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

7.2. Communications System Warranty. Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed

Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

7.3. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

7.4. On-Premises Software System Warranty. Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

7.4.1. On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the

Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

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

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

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

7.11. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

Section 8. Indemnification.

- 8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.

8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment’s failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer’s (or its service providers, agents, employees, or Authorized User’s) negligence or willful misconduct; and (d) Customer’s or its Authorized User’s breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola’s use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

Section 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “MOTOROLA PARTIES”), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND

SERVICES ; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

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

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

Section 10. Confidentiality.

- 10.1. Confidential Information.** In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- 10.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.
- 10.3. Exceptions.** Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.

10.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

Section 11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

11.3. Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

11.4. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.5. Third-Party Data and Motorola Data. Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

11.5.1. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

11.5.2. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.

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

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

Section 12. Acceptance

12.1. Communications System Acceptance.

12.1.1. Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or

phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

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

Section 13. Force Majeure; Delays Caused by Customer.

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

13.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required

hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

Section 14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

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

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 15. General.

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

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

costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party

will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

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

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

Motorola Solutions, Inc.

Customer: City of Eustis BOCC

By: Robert Richardson

By: _____

Name: Rob Richardson

Name: _____

Title: Area Sales Manager

Title: _____

Date: December 4, 2024

Date: _____

Robert Richardson



Software License Addendum

This Software License Addendum (this “SLA”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“MCA”) to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer’s use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties’ Agreement.

Section 2. Licensed Software License and Restrictions.

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

2.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.

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

2.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the

Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

- 2.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 3. Subscription Software License and Restrictions.

- 3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- 3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.
- 3.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise

created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under the Agreement.

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

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

4.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e, as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an “on-premises Software System as a service” solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System.**

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model.** Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

4.2.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription

Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

4.3. Cloud Hosted Software System. If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

4.4. Additional Cloud Terms. The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

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

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

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

Section 5. Term.

5.1. Term. The term of this SLA (the "**SLA Term**") will commence upon the Effective Date of the MCA.

5.2. Termination - Licensed Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

5.3. Termination - Subscription Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

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

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

AVIGILON ALTA TERMS OF SERVICE

These Avigilon Alta Terms of Service (this “Agreement”) govern your use of the Avigilon Alta security suite as a service, software as a service or other hosted offering (the “Services”) made available to you under this Agreement. This Agreement is a binding legal contract between you or the entity on whose behalf you accept this Agreement (“you” and “your”) and Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661, including affiliated companies (“Motorola”). You and Motorola may each be referred to as a “Party” and collectively as the “Parties.” By accessing or using the Services, you agree that you have read, understood and agree to be bound by this Agreement, as amended from time to time. If you do not or cannot agree to be bound by this Agreement, you may not access or use the Services. If you are accessing or using the Services on behalf of a person or an organization, you are agreeing to this Agreement for that person or organization and representing to Motorola that you have authority to bind that person or organization to this Agreement.

1. **Services.** Subject to your continued compliance with this Agreement, you may access and use the Services for your internal business purposes only, in accordance with the Documentation. The Services include access to Motorola’s generally available documentation for use and operation of the Services (the “Documentation”). “Order” means each ordering document (e.g. an order or order form) that references this Agreement or the Services and is between you and one of Motorola’s authorized distributors or resellers pursuant to which you purchase a term-based right to use the Services.
2. **Authorized Users.** Unless otherwise specified in an Order, you will only permit the individuals you authorize (“Authorized Users”) to utilize a username and password (“Account Information”). If you are an employer, you will ensure that all of your Authorized Users comply with the terms of this Agreement and you will be jointly and severally liable for all acts and omissions of Authorized Users related to their access or use of the Services, and any failure by such Authorized User to comply with the terms of this Agreement will constitute a breach by you. You will ensure the security and confidentiality of each Authorized Users’ Account Information, and you are responsible for all activities performed in the Services with the Account Information.
3. **Modifications.** Motorola may, at any time and in its sole discretion, modify, upgrade or release a new version of the Services, or any portion of its features and functions. Unless otherwise expressly and separately agreed to by Motorola, any modification or new version of the Service will be subject to the terms of this Agreement. Documentation for any Service may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Service may be subject to additional Fees. Motorola will use commercially reasonable efforts to notify you of any material detrimental change to or discontinuation of the Services. If you establish that a change made by Motorola pursuant to this Section has a materially adverse effect on your authorized use of the Services, you may notify Motorola in writing, and Motorola may propose resolutions or work-arounds. If Motorola is unable to provide you with a resolution or work-around reasonably satisfactory to you, then notwithstanding anything to the contrary, you may terminate this Agreement upon written notice to Motorola.
4. **Beta Services.** If Motorola makes any beta version of a Service (“Beta Service”) available to you, you may choose to use such Beta Service at your own discretion, provided that you will use the Beta Service

solely for purposes of your own internal evaluation of such Beta Service. You acknowledge and agree that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. You acknowledge that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

5. **License Grant; Software.** Subject to the terms of this Agreement and the applicable Order, Motorola grants you a limited, non-exclusive license for the Term to access and use the Services for your internal business purposes in a manner consistent with the Documentation. The Services may require the downloading, use, or installation of software (“Software”) to function (e.g. software embedded at your location or on your equipment or systems). Software provided to you as part of the Service may be provided under the end user license agreement included with such software or applicable terms of service. If the Software is not provided with an end user license agreement, Motorola grants you a limited, non-exclusive, non-sublicensable license for the Term to use such Software only to access and use the Services subject to this Agreement. You are responsible for downloading and installing the current version of such Software, as it may be updated from time to time. The Software may periodically check for updates that will be automatically installed on your equipment or systems without providing any additional notice or requiring any additional consent from you. By accepting this Agreement, you agree to receive these types of automatic updates without any additional notice, and you consent to these automatic updates. If you do not want updates, you must stop using the Services and Software and terminate your account; otherwise, you will receive these updates automatically. You acknowledge that installing updates may be required for continued use of the Services and the Software, and you agree to promptly install any updates provided by Motorola.
6. **Availability Service Level.** Unless a different Services availability level is set forth in the Order, Motorola shall use commercially reasonable efforts to make the Services available twenty four (24) hours a day, seven (7) days a week, except for unavailability of Beta Services and unavailability due to (a) system maintenance and planned downtime (of which Motorola shall use reasonable efforts to give prior notice) and (b) any unavailability caused by: (i) your software or hardware or Third Party Software or hardware; (ii) circumstances beyond Motorola’s reasonable control, including but not limited to internet service provider and mobile carrier service availability; and (iii) misuse of the Services or other violations of this Agreement by you.
7. **Restrictions.** You will not (and will not allow others, including the Authorized Users, to) (a) access or use the Services in any manner or for any purpose other than as expressly permitted by this Agreement; (b) make the Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (c) reverse engineer, decompile, disassemble, or reprogram the Software or any portion thereof to a human-readable form; (d) modify, alter, tamper with, copy, reproduce or create derivative works of, or merge the Services; (e) publish, distribute, license, lend, sell, lease, host or otherwise commercially exploit the Services; (f) take any action that would cause the Services be placed in the public domain; (g) use the Services to compete with Motorola; (h) remove, alter, or obscure, any copyright, trademark, proprietary rights, disclaimer or warning notice; (i) share user credentials (including among Authorized Users); (j) use the Services to store or transmit that contains or is used to initiate a denial service attack, software viruses or other harmful or malicious code; (k) work around any technical or security restrictions or limitations in the

Services; or (l) access or attempt to gain unauthorized access to any Service by means other than an interface provided by Motorola.

8. **Third-Party Products.** The Services may permit access to products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible Services (“Third-Party Products”). You agree to comply with, and agree to be bound to, the terms and conditions, including the applicable third party licenses or other agreements, associated with the Third Party Products, in addition to the terms and restrictions contained in this Agreement. Do not install, access, or use such Third-Party Products if you do not accept their terms. If Third-Party Products include open source software, Customer may have the right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.
9. **Compliance with Laws.** You will ensure your use of the Services and Software (as applicable) complies with all foreign, federal, state and local laws, rules and regulations applicable laws applicable to your use. By accessing or using the Services, you warrant that you have obtained all necessary rights and permissions required for your use of the Services. Motorola may, at its discretion, cease providing or otherwise modify the Services or Software in order to comply with any changes in applicable law. You will ensure that you have all necessary rights and permissions to use any Customer Data that you submit to or otherwise use in connection with the Services.
10. **Export Control.** You may not (and your Authorized Users may not) access or use the Software or Services in any jurisdiction in which the provision of such Software and Services is prohibited under applicable laws or regulations (a “**Prohibited Jurisdiction**”), and you will not provide access to the Software or Services to any government, entity, or individual located in a Prohibited Jurisdiction. You represent and warrant that (a) you and your Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) you and your Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you will not permit your Authorized Users to access or use the Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) you and your Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which you, your employees, and your Authorized Users are located.
11. **Term and Termination.** This Agreement will commence on (a) the date you first access or use the Service; or (b) thirty (30) days from the date of initial invoice for the Services, whichever occurs earlier (the “Effective Date”) and will remain in effect for the term set forth in the Order (the “Initial Term”). Unless sooner terminated in accordance with the provisions of this Agreement, your subscription shall continue to renew for the same length as the Initial Term (each a “Renewal Term” and together with the Initial Term, the “Term”) unless and until either party provides at least thirty (30) days written notice to the other of their intent to terminate at the end of the Term. Either Party may terminate the Agreement on written notice if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Motorola may terminate any Service, in whole or in part, in the event Motorola plans to cease offering the applicable Service to customers. Upon termination of this Agreement for any reason, your use of and access to the Services will automatically terminate. YOUR PURCHASE IS FINAL. IF YOU CANCEL YOU WILL NOT RECEIVE A REFUND OF OR CREDIT

FOR ANY PORTION OF THE FEES PAID FOR THE THEN CURRENT SERVICES PERIOD. If Motorola terminates your Services, Motorola will refund any payment you have already remitted to Motorola for such Services. Without limiting the foregoing, you may cancel your Services at any time, but such cancellation will be effective at the end of the Term. You will be responsible for all Fees (plus any applicable taxes and other charges) incurred until expiration of the Term. If you cancel, your right to use the Services will continue until the end of the Term and will then terminate without further charges, unless otherwise instructed by you to terminate sooner. Upon termination of this Agreement, Motorola will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession in accordance with the [Privacy Statement](#).

12. **Suspension.** Motorola may suspend your access to or use of the Service, in whole or in part, immediately and without notice to you, if Motorola determines that (a) you are in breach of this Agreement; (b) any amounts owed by you remain past due; (c) your or your Authorized Users' access or use of the Service poses a security or other risk or adverse impact to the Service, to Motorola or Motorola's systems, or to any third party (including other Motorola customers); or (d) your agreement with a reseller for the Services terminates or expires.
13. **Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, you and your Authorized Users will stop use of the Services and return or destroy (at Motorola's option) all Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If you have any outstanding payment obligations under this Agreement under an Order, Motorola may accelerate and declare all such obligations of yours immediately due and payable by you. Notwithstanding the reason for termination or expiration, you must pay Motorola or Motorola's reseller, as applicable, for Services already delivered. You have a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and your termination of this Agreement.
14. **Fees & Taxes.** Unless otherwise agreed by Motorola, you will pay Motorola's reseller any fees specified for Services in accordance with the applicable Order (the "Fees"). Fees are due within thirty (30) days of the invoice date, or as otherwise specified in the Order. Late payments will be subject to interest charges at the rate of 1.5% per month or maximum rate permitted by law, whichever is less. To the extent permitted by applicable law, your Order is noncancelable and the sums paid nonrefundable, except as otherwise provided in this Agreement or your Order. Unless otherwise set forth in an applicable Order, any renewal of the Services will be at the then-applicable list price. You acknowledge and agree that a purchase order or other notice to proceed is not required for payment for Services. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by you, except as exempt by law, unless otherwise specified in an Order. If Motorola is required to pay any Taxes, you will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after your receipt of an invoice therefore. Motorola will be solely responsible for reporting taxes on its income and net worth. You will pay all court costs, fees, expenses, and reasonable attorneys' fees incurred by Motorola in collecting delinquent Fees. If you purchase Services from an entity that ceases to be an authorized Motorola reseller, then Motorola may notify you and may either refer you to another reseller or may charge you for access to and use of the Service pursuant to this Agreement.

15. **Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Software and Services (“**Customer-Provided Equipment**”). You will be responsible, at your sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. You represent and warrant that you have all rights in Customer-Provided Equipment to provide the Software and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). You (and not Motorola) will be fully liable for Customer-Provided Equipment, and you will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola’s ability to provide the Software and Services under this Agreement.
16. **LIMITED WARRANTY; DISCLAIMER.** Motorola warrants that the Services will perform substantially in conformance with its Documentation throughout the Term. Except to the extent prohibited by applicable law, Motorola’s sole obligation and your sole and exclusive remedy for breach of the foregoing warranty shall be that Motorola will use commercially reasonable efforts to correct the non-conforming Service functionality without charge. Motorola shall not be liable for warranty nonconformance caused by use or combination with hardware and software not provided by Motorola, misuse of the Service, or your negligence or willful misconduct. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES, BETA SERVICES, SOFTWARE, THIRD-PARTY SOFTWARE AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN “AS AVAILABLE,” “AS IS” BASIS AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET YOUR PARTICULAR REQUIREMENTS.
17. **Indemnification by Motorola.** Motorola will defend any third-party claim brought against you alleging that the Services (the “**Infringing Product**”) directly infringe a United States patent or copyright (“**Infringement Claim**”), and Motorola will pay all damages finally awarded by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this section are conditioned upon: (a) you promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) you cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for you the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant you a pro-rated refund of any amounts pre-paid for the Infringing Product. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend any Infringement Claim that arises from or is based upon or arises out of the following (“**Excluded Claims**”): (a) Customer Data, Customer-Provided Equipment, non-Motorola content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Services with any products or

materials not provided by Motorola; (c) any Service designed, modified, or manufactured in accordance with your designs, specifications, guidelines or instructions; (d) a modification of the Service by a party other than Motorola; (e) use of the Service in a manner for Service was not designed or that is inconsistent with the terms of this Agreement; or (f) your failure to use or install an update to any Software or Services that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from you from sales or license of the Infringing

Product. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE PROVISIONS OF THIS SECTION STATE THE SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY OF MOTOROLA FOR ANY INFRINGEMENT CLAIM. FOR CLARITY, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE SUBJECT TO, AND LIMITED BY, THE RESTRICTIONS SET FORTH IN THE LIMITATION OF LIABILITY SECTION BELOW.

18. **Indemnification by You.** You will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Excluded Claims; (b) your failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola in connection with the Services; (c) your (or your service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) any breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or non-Motorola content in violation of the Agreement. Motorola will give you prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with you in its defense or settlement of the claim.
19. **Limitation of Liability.** You acknowledge and agree that any agreement with a reseller sets forth your remedies in the event you or any of your Authorized Users or other third party experiences any damages or losses arising from or in connection with the Software and Services or any other products or services provided by Motorola or the reseller, and therefore you should look solely to such reseller (and not to Motorola) for recourse for such losses or damages and for any other claims or remedies. Without limiting the foregoing, you further agree that Motorola's liability with respect to the Software and Services and this Agreement is limited as set forth in this Section. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY (A) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (B) LOST PROFITS, REVENUES, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; AND (C) BUSINESS INTERRUPTION. THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID FOR THE SERVICE TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING

THE EVENT FROM WHICH THE FIRST CLAIM AROSE. THE FOREGOING LIMITATION APPLIES EVEN IF MOTOROLA HAS BEEN ADVISED BY YOU OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; (G) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (H) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (I) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (J) TRACKING AND LOCATION-BASED SERVICES; (K) BETA SERVICES; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SERVICES.

20. **Confidentiality.** "Confidential Information" means any and all non-public information provided by one Party ("Discloser") to the other ("Recipient") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this Section; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly-owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement. Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.
21. **Data.** You acknowledge and consent to Motorola's collection, processing, and use of the Customer Data as described in this Section.

- a. **Data Security.** Motorola is committed to protecting the security and integrity of the Customer Data. Motorola will maintain an information security program that is proportionate to the multiple and diverse risks associated with networked technologies.
- b. **Customer Data.** You own all right, title and interest in and to the Customer Data. You grant to Motorola and its affiliates and subcontractors a non-exclusive, worldwide, sublicensable, perpetual, paid-up right and license to use the Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform, provide, maintain and protect the Services under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. You will secure and maintain all legally required consents and rights and have provided all legally required notices to provide the Customer Data to Motorola. You are solely responsible for all Customer Data including the creation or maintaining of backups and copies of all Customer Data and the accuracy, integrity, quality, legality, and appropriateness of the Customer Data. Motorola does not make any representations and warranties with respect to the Customer Data. "Customer Data" means data you or anyone acting on your behalf, runs on the Services, causes to interact with the Services or submits through the use of the Services.
- c. **De-Identified Data.** Notwithstanding the other terms in this Agreement, Motorola may use or disclose De-Identified Data for any purpose. "De-Identified Data" means Customer Data that does not identify you directly or by inference.
- d. **Aggregated Statistics.** Motorola may monitor your use of the Services to gather data and information related to your use of the Services and/or information compiled from Customer Data that Motorola may use in an aggregate and anonymized manner (collectively, the "Aggregated Statistics"), for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or subscriber-requested maintenance, repairs, analytical or diagnostic services related to the Services; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement or the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services.
- e. **Location of Data.** Customer Data may be transferred to or stored and/or processed in the United States or other countries in which Motorola or its affiliates or subcontractors operate. Motorola will act in accordance with the requirements of this Agreement regardless of where Motorola stores or processes the Customer Data.
- f. **Legal Purpose Disclosure.** Notwithstanding the other terms of this Section, Motorola may use or disclose Customer Data as Motorola believes in good faith to be necessary or appropriate: (i) under applicable law, including laws outside your country of residence; (ii) to comply with legal process; (iii) to respond to lawful requests from public or government authorities; and (iv) to enforce this Agreement or allow Motorola to pursue available remedies or limit the damages that Motorola may sustain.

g. **Personal Information.** Motorola is dedicated to safeguarding personal information and processing it in a manner consistent with user expectations. The data processing addendum at <https://www.avigilon.com/global-data-processing-agreement> (the “DPA”) is incorporated by reference herein and will apply to the extent any Customer Data is Personal Data (as defined in the DPA). In regards to other Personal Data, if any, Motorola will comply with the Privacy Statement at <https://www.avigilon.com/about/privacy> as may be updated from time to time.

22. **Intellectual Property Ownership; Feedback.** As between you and Motorola, (a) Motorola owns all right, title, and interest, including all intellectual property rights, in and to the Software and Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents send or transmit any communications or materials to Motorola suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or including any comments, questions, suggestions, or the like (“Feedback”), Motorola is free to use such Feedback irrespective of any other obligation or limitation between you and Motorola governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to Motorola on your behalf, and shall cause your representatives to assign to us on their behalf, all right, title, and interest in any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, without any attribution or compensation to you, your representatives, or any third party. The Parties agree that, notwithstanding any provision of this agreement to the contrary, all fixes, modifications and improvements to the Services conceived of or made by or on behalf of 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 will vest solely in Motorola. All trademarks, logos, and service marks (“Marks”) displayed on the Services are the property of Motorola or of their respective owners. You are not permitted to use any of the Marks without the applicable prior written consent of Motorola or such respective owners.

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

24. **Governing Law; Dispute Resolution.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless the customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”). Either Party may initiate Dispute resolution procedures by sending a notice of Dispute to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute. If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation to the other Party. The Parties will choose an independent mediator within thirty (30) days of such notice of mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate

a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this Section will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with Section 24(a) below.

- a. **Litigation, Venue.** If the Dispute has not been resolved by mediation within sixty (60) days from the notice of mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- b. **Equitable Remedy.** You acknowledge that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Services Documentation, and that your breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If you breach this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).
- c. **Bar on Claims.** You may not bring any claims against a Motorola Party in connection with this Agreement or the Software and Services more than one (1) year after the date of accrual of the cause of action.

25. General.

- a. **Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- b. **Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- c. **Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

- d. **Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the Software or Services will be a direct and intended third-party beneficiary of this Agreement.
- e. **Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- f. **Notices.** Motorola may need to communicate with you from time to time regarding this Agreement or the Services. Motorola may provide such notice to you via email to the email address you provided to Motorola, or through the user interface for the Services, or on the site on which this Agreement is posted. Copies of any legal notices should be sent to Motorola Solutions, Inc., 600 W. Monroe St., Chicago, IL 60661 USA; Attn: Legal Department.
- g. **Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- h. **Survival.** The following Sections will survive the expiration or termination of this Agreement for any reason: 9, 10, 11, 13, 16 – 25.
- i. **Entire Agreement; Electronic Acceptance.** This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements and understandings, whether written or oral, relating to this subject matter. This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent), and your acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records, when produced in hard copy form, shall constitute business records and shall have the same validity as any other generally recognized business records.
- j. **Change to this Agreement.** Except to the extent prohibited by applicable laws, Motorola may modify this Agreement by posting a revised version on the site where the applicable Agreement terms are posted, via the Services, by email to the email address associated with your account, or any means permitted under this Agreement. Any changes to this Agreement will be effective upon posting (or such later effective date as may be indicated at the top of the revised Agreement terms). You should ensure that you have read and agree with our most recent Agreement when you use the Service. If you do not agree to the Agreement as amended, you must stop using the Services and cancel your account. Your continued use of the Services after the date the amended Agreement is posted will constitute your acceptance of the amended Agreement.

EXHIBIT A

HGAC CONTRACT



EXHIBIT B

Motorola Proposal dated December 4, 2024.