



## SERVICE AGREEMENT

1299 E Algonquin Road  
 Schaumburg, IL 60196  
 (800) 247-2346

QUOTE Number: USC00010006972  
 Contract Modifier:

Date: 01-APR-2020

Company Name: City of Milpitas PD
Attn.:
Billing Address: 1275 N Milpitas Blvd
City, State, Zip Code: Milpitas, CA 95035
Customer Contact: AJ Minton
Phone: (408) 586-2400

P.O.#:  
 Customer #: 1000757213  
 Bill to Tag#: 0001  
 Contract Start Date: 01-MARCH-2021  
 Contract End Date: 28-FEB-2031  
 Payment Cycle: ANNUALLY  
 Currency: USD

F. Year	MODEL/OPTION	SERVICES DESCRIPTION	ANNUAL EXT	EXTENDED AMT
		***** Recurring Services *****		
2021/22	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	43,832.00 16,941.00	60,773.00
2022/23	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	44,738.00 17,449.00	62,187.00
2023/24	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	45,671.00 17,972.00	63,643.00
2024/25	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	46,633.00 18,512.00	65,145.00
2025/26	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	48,642.00 19,067.00	67,709.00
2026/27	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	50,773.00 19,639.00	70,412.00
2027/28	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	51,887.00 20,228.00	72,115.00

2028/29	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	53,035.00 20,838.00	73,870.00
2029/30	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	54,216.00 21,460.00	75,676.00
2030/31	SVC02SVC0487A SVC02SVC0126A	Locution Maintenance w/ Dispatch and Onsite Nice Post Warranty Maintenance - GOLD TOTAL ANNUAL FEE	55,435.00 22,104.00	77,539.00
			<b>Sub Total</b>	<b>\$689,069.00</b>
<b>SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS</b> Attached: SOW – Block Diagram of Equipment and Locations, Equipment list, NICE – 24X7, FSA - 24X7 SLA's. Referenced: Motorola Proposal – “Milpitas Console, Subs and FSA” 11-7-2018			<b>Taxes</b>	<b>\$0.00</b>
			<b>Grand Total</b>	<b>\$689,069.00</b>
			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

\_\_\_\_\_  
 AUTHORIZED CUSTOMER SIGNATURE

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 CUSTOMER (PRINT NAME)

\_\_\_\_\_  
 MOTOROLA REPRESENTATIVE (SIGNATURE)

\_\_\_\_\_  
 TITLE

\_\_\_\_\_  
 DATE

\_\_\_\_\_  
 RON HARMAN

\_\_\_\_\_  
 916-605-9544

\_\_\_\_\_  
 MOTOROLA REPRESENTATIVE (PRINT NAME)

\_\_\_\_\_  
 PHONE

This Agreement is governed by the terms and conditions of the Agreement Between the County of Santa Clara and Motorola Solutions, Inc. for Goods and Related Services for Use on or with the Silicon Valley Regional Communications System (SVRCS), dated September 25,

2012 ("SVRIA Contract") and the Communications System Maintenance Agreement dated December 15, 2015.

Company Name : Milpitas, City of  
Contract Number : USC00010006972  
Contract Modifier :  
Contract Start Date : 01-Mar-2021  
Contract End Date : 28-Feb-2031

City of Milpitas

Fire Station Alerting System:

Locations & Hardware

June 16, 2020

**Police Department Dispatch Center**

MCC7500e Dispatch Positions (6)  
Archiving Interface Server (AIS) (1)  
Auxiliary I/O System (1)  
Site Controller (1)  
Conventional Gateways (3)  
APX7500 Consolettes (5)  
APX1500 Control Station (1)  
NICE Logging System (1)  
Locution FSA  
Public Address Amplifier (2)

**Department of Public Works**

APX7500 Consolette (1)  
MC1000 Desksets (2)

**EOC**

MC2500 Desksets (3)

**Fire Station 1**

APX7500 Dual-Band Consolette (1)  
MC1000 Desksets (6)  
Locution FSA  
Public Address Amplifier (1)

**Fire Station 2**

APX7500 Dual-Band Consolette (1)  
MC1000 Desksets (2)  
Locution FSA  
Public Address Amplifier (1)

**Fire Station 3**

APX7500 Dual-Band Consolette (1)  
MC1000 Desksets (2)  
Locution FSA  
Public Address Amplifier (1)

**Fire Station 4**

APX7500 Dual-Band Consolette (1)  
MC1000 Desksets (2)  
Locution FSA  
Public Address Amplifier (1)

## STATEMENT OF WORK

# ONSITE SUPPORT STATEMENT OF WORK

## 1.0 Introduction

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

## 2.0 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre- defined Priority Levels set forth in [Priority Level Definitions](#) table and Response times set forth in [Priority Level Response Time Goals](#) table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

### 2.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with [Priority Level Definitions](#) and [Priority Level Response Time Goals](#) tables.

### 2.2 Geographic Availability

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

### 2.3 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

## 3.0 Motorola has the following responsibilities:

3.1 Receive service requests.

- 3.2 Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.
- 3.3 Dispatch a field servicer (“Servicer”) as required by Motorola’s standard procedures and provide necessary Incident information.
- 3.4 Provide the required personnel access to relevant customer information as needed.
- 3.5 Servicer will perform the following on-site:
  - 3.6 Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
  - 3.7 Replace defective Infrastructure or FRU, as supplied by customer.
  - 3.8 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
  - 3.9 If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer’s premises.
  - 3.10 Verify with customer that restoration is complete or system is functional, if required by customer’s repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.
  - 3.11 Escalate the Incident to the appropriate party upon expiration of a response time.
  - 3.12 Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.
  - 3.13 Notify customer of Incident status as defined by the Customer Support Plan:
    - 3.13.1 Open and closed; or
    - 3.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
  - 3.14 Provide Incident activity reports to customer if requested.
  - 3.15 Perform software upgrades, apply hotfixes/service packs/patches for Locution and NICE system components and notify the City of Milpitas before performing those services.

#### **4.0 Customer has the following responsibilities:**

- 4.1 Contact Motorola, as necessary, to request service by following the procedure outlined in section 6 of the Customer Support Plan.

- 4.2 Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
  - 4.2.1 Incident notification preferences and procedure.
  - 4.2.2 Repair verification preference and procedure.
  - 4.2.3 Database and escalation procedure forms.
  - 4.2.4 Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 4.3 Provide the following information when initiating a service request:
  - 4.3.1 Assigned system ID number.
  - 4.3.2 Problem description and site location.
  - 4.3.3 Other pertinent information requested by Motorola to open an Incident.
- 4.4 Allow Servicicers access to equipment.
- 4.5 Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
- 4.6 Maintain and store in an easily accessible location any and all software needed to restore the system.
- 4.7 Maintain and store in an easily accessible location proper system backups.
- 4.8 For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 4.9 Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 4.10 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 4.11 Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services

## 5.0 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
<b>Critical</b>	<p><b>Core:</b> Core server failures Core Link failure</p> <p><b>Sites/Subsites:</b> Entire Simulcast Not Wide Trunking &gt;= 33% of Sites/subsites down ○</p>
<b>High</b>	<p><b>Consoles:</b> Console positions down (&gt;= 33%) Console Site Link Down</p> <p><b>Sites/Subsites:</b> &lt; 33% of Sites/subsites down &gt;= 33% of channels down</p> <p><b>Conventional Channels:</b> &gt;= 50% of conventional channels (CCGW) down</p> <p><b>Devices:</b> Site Router/switch, GPS server down</p>
<b>Medium</b>	<p><b>Consoles:</b> Console positions down (&lt; 33% at a site)</p> <p><b>Sites/Subsites:</b> &lt; 33% of channels down</p> <p><b>Conventional Channels:</b> Less than 50% of conventional channel down</p>
<b>Low</b>	<p><b>Minor events and warnings in the system</b> Preventative &amp; Planned Maintenance Activities (Scheduled Work)</p>



## 6.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Incident Priority Level	Standard Response Time
Critical	Within 4 hours from receipt of notification continuously
High	Within 4 hours from receipt of notification continuously
Medium	Within 8 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)
Low	Within 12 hours from receipt of notification Standard Business Day, Hours(8-5pm local time)

\* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as applicable)

**This Agreement sets forth the terms and conditions under which Locution will support and maintain certain computer software for Customer. In consideration of the terms and provisions set forth in this Agreement, the parties agree as hereinafter provided.**

A. *Recitals.* Locution has developed the Locution Fire Station Dispatch System and related Hardware and computer Software programs (the "System").

1. *Definitions.* Some terms in this Agreement are defined when first used or as hereinafter set forth in the following subparagraphs for convenience.

1.1. *"Audio Database"* or *"Database"* means the Software Audio Database containing audio and tone files.

1.2. *"Hardware"* means computers, terminals, peripherals and other equipment that are required to operate the System for its intended purpose and are provided by Locution/Motorola in the Statement of Work.

1.3. *"Hardware Error"* means a verifiable or reproducible malfunction in the Hardware which reduces the usability of the Hardware and hinders it from being used by Customer.

1.4. *"Software"* means the computer programs developed and licensed by Locution to Customer pursuant to Locution Software License.

1.5. *"Software Error"* means a verifiable or reproducible malfunction in the Software which reduces the usability of the Software and hinders it from being used by Customer.

1.6. *"Third Party Software"* means such computer software, subroutines, operating systems, platforms or programs, development tools and the like which are necessary for the use and operation of the Software or which are incorporated in the Software, where the ownership of or proprietary rights to such software are vested in third parties and such software is used by permission or license from said third parties. These are subdivided into Operating Systems, Third Party Software Drivers, and Third Party Software Applications as defined below.

1.6.1. *"Operating Systems"* means computer software operating systems, either Linux or Windows, required for operation of the Hardware.

1.6.2. *"Third Party Software Drivers"*, means computer software drivers required for the operation of the System.

1.6.3. *"Third Party Software Applications"*, whether in service or non-service form, means third party software which are required for the use and operation of the Software or which are incorporated in the Software.

1.7. *"Warranty Period"* means a period of one (1) year following Customer's final acceptance of the System.

2. *Maintenance Fee.* Customer shall pay Locution the total maintenance and support cost for the First Year Following Warranty Period as set out below at the end of the Warranty Period and subsequent maintenance and support costs as set out below will be paid on the anniversary date thereof. All fees herein are exclusive of taxes, duties and other governmental imposts.

2.1. *Renewal Fee Increases.* If Customer and Motorola agree to a renewal of maintenance and support services extending beyond Year 1, then Motorola reserves the right to increase the prices to its then-current rates for similar services.

3. *Maintenance Coverage - Responsibilities of Locution.* Locution, for the charges and fees set forth herein, shall maintain and support the System as herein described to promote the reasonable operation of the System in accordance with the technical

specifications, software licenses, and any enhancements to the System.

3.1. *Hardware and Software Support.* Hardware Support is described in subparagraph 3.2 below. Software Support is described in subparagraphs 3.3 and 3.4 below. This Software Support is in addition to the Audio Database updates described in paragraph 8.

3.2. *Description of Support – Hardware.* During the term of this Agreement, Locution will correct or fix any problems or failures occurring with the Hardware. Such support will be provided after Customer has identified any Hardware Error and notified Motorola thereof in accordance with Locution's reporting procedures. The Hardware includes computers, Station Control Unit, Intelligent Audio Switch, Programmable Logic Relay, Reader Board, and the Locution Enclosure. The computers are warranted through the manufacturer for the Customer. Locution will handle logistics of repairing or replacing the computers without any cost to Customer. Notwithstanding Locution's Terms and Conditions, the computers are initially warranted for three years from the date of purchase. Any computer failures that occur after three years are not covered by this Maintenance Agreement and will require the replacement of the computer by the Customer. Upon Customer's request and as part of this Agreement, Locution will supply assistance with reloading any Software on replacement computers.

3.3. *Description of Support – Software.* During the term of this Agreement, Locution will correct Software Errors or circumvent Software Errors on a temporary basis while a permanent resolution can be provided by Locution. Such support will be provided after Customer has identified any Software Error and notified Locution thereof in accordance with Locution's reporting procedures. This includes changes to the Software that are made necessary by CAD upgrades that meet the specifications in the Locution API. Should a Software Error be reported on a system that has non-Locution-validated Third Party Software running on the System, Locution, at its discretion, may require that the Software Error be duplicated on the system with the non-Locution-validated software either removed or put into a non-operating state. Third Party Software presently validated by Locution includes Microsoft Office, Norton Anti-virus, Adobe PDF Writer (which must be set up to not create PDF files during normal system operation), and AVG Anti-virus software. The latest list of validated Third Party Software can be obtained from Locution.

3.4. *Description of Support – Third Party Software.* Operating Systems are excluded from the coverage of this Agreement, though Locution warrants that it will make its Software compatible with the Operating System within one year of any necessary change required for such Operating System. A necessary change required for an Operating System is defined as one that results from either a change to the Operating System where the prior version of the Operating System will no longer be supported by a third party vendor or a change to an Operating System that causes an incompatibility with the operation of the Hardware or the Software. Third Party Software Drivers and Third

Party Software Applications, are excluded from the coverage of this agreement.

3.5. *Reporting of Defects.* Locution serves as the single source to address all defects in the System. Customer may report defects to Locution by opening a case with Motorola by calling 1-800-674-4357. Customer may not be required to follow up in-person, telephone, e-mail or fax notices of defects with a hard copy by mail or other means.

3.6. *Customer's Errors.* If Locution discovers any Errors which are a result of a Customer error, Locution will give notice of such discovery to Customer. Customer may then halt Locution's correction efforts or authorize Locution to continue service or correction of difficulties or defects traceable to Customer errors at Customer's expense at Locution's standard time and material rates for support services. In the event Locution or a representative of Locution provides on-site support, Customer shall provide Locution with reasonable access, without charge, to Customer's facilities, appropriate personnel, and any other information reasonably requested by Locution so as to enable Locution to provide services, provided that Customer can do so at no significant cost to Customer.

4. *Replacement of Defective Components.* Locution will troubleshoot the System and determine when a System component needs to be physically replaced. The physical replacement of defective components will be done by Customer. Locution will troubleshoot and communicate to Motorola/Customer which component or components need to be replaced. The replacement of said components will follow the following process:

- Motorola will remove defective components from the System on Locution's troubleshooting advice.
- Motorola will ship the components to Locution. Locution may pay shipping costs on request by Customer (via a Call Tag through FedEx).
- Locution will ship a replacement component overnight, or otherwise, depending on the Severity Level of the issue and the existence of spares at the Customer's premises.

5. *Audio File Updates.* Regular Audio File updates will be performed by Locution during the term of this Agreement. This Agreement provides up to a total of twelve Audio File updates per year on an as needed basis.

5.1. *New Audio Files.* Audio File updates comprise of adding new audio and tone files to the Audio Database. An update will be required to accommodate the addition of any tones or new audio supplied by Locution. Customer may create its own tone files and place them in service without having to engage Locution for assistance or Customer may engage Locution for assistance in updating audio tones. A total of 250 unique items in any existing Database category are allowed per update. Typical examples of a

Database category are incidents, street names, and common place names.

5.2. *Delivery of Configuration and Audio Tone Files.* Locution provides new configuration files and/or tone files to the Customer via its FTP site or via CD/DVD shipment from Locution.

5.3. *Customer Audio Tone File Synchronization.* The Customer will move newly required tone files onto the main server computer and then synchronize the station computers housing the Software using synchronization software provided by Locution for this purpose.

5.4. *Time for Service.* Total turnaround time for the first two subparagraphs in this section is five to ten business days, typical.

6. *Configuration Updates.* "Configuration updates" for the System are defined as an update to any existing configuration file whether on central server or station computer. Locution shall perform Configuration updates as described in the Third Party Access Agreement.

7. *Software Upgrade Procedures.* Locution shall constantly upgrade the Software. As part of this Agreement, Customer may upgrade to any new official installer Software release produced by Locution. Locution releases new official installer versions every one to two months. Official releases include bug fixes, increased capabilities and improvements, or both bug fixes with increased capability and improvements. Locution will provide the Customer with Software upgrades via FTP site download or CD/DVD mailing for the Customer to implement the upgrade.

8. *Excluded Services.* In addition to any excluded items described above the following services are outside the scope of this Agreement and if performed by Locution will be billed to Customer at Locution's then-current rates:

8.1. *Unauthorized Maintenance.* If other than Motorola or Locution performs repairs or maintenance on the Software, then any costs in labor or parts incurred by Locution to remedy such unauthorized repairs shall be paid by Customer.

8.2. *Consumables.* Consumables, such as ribbons, batteries, magnetic media, toner and toner cartridges.

8.3. *Limitations on Support.* Customer acknowledges and agrees that Motorola or Locution is not responsible for assisting in problems that are not directly related to the performance of the System or Software. Locution may elect to provide assistance to Customer on other matters and will notify Customer in advance of charges therefore, if any.

9. *Support Response Time.* Motorola/Locution agree to respond to the Customer as set out below.

9.1. *Designated Call Number.* Customer must call the designated phone number or numbers for Locution assistance (see paragraph 3.5).

9.2. *Severity Levels / Response Times and Resolution Times.* Motorola/Locution will comply with the response times, resolution time and resolution procedures set forth in this section for each of the priority levels of problems described herein. Customer shall assign an initial priority level for each problem reported, either orally or in writing, based on the conditions described below. Motorola/Locution will work with Customer to upgrade or reduce the level of a particular problem to a different priority level, if after examining the problem there is reason to do so.

Notwithstanding the foregoing, Motorola/Locution may not upgrade or reduce the level of priority of a particular error to a different priority without Customer's consent, which consent may not be unreasonably withheld.

<p>Priority</p> <p>One</p> <p>Critical</p>	<p>Priority One applies if the problem could:</p> <ul style="list-style-type: none"> <li>• Prevent the accomplishment of an operational or mission essential function, OR</li> <li>• Cause loss of data or data corruption, OR</li> <li>• Causes the interruption of normal operation of other systems, hardware or software preventing the accomplishment of an operational or mission essential function.</li> </ul>
<p>Response Time</p>	<ul style="list-style-type: none"> <li>• Immediately after notification, if the problem is reported during Regular Hours</li> <li>• Within one hour of notification, if the problem is reported after Regular Hours.</li> <li>• If on-site repair is required, Locution will coordinate the repair with the customer or a local installer within the next business day.</li> </ul>
<p>Resolution Time</p>	<ul style="list-style-type: none"> <li>• Within 12 hours after the problem is first reported by Customer, if no on-site repair is required.</li> <li>• Within 72 hours, typically, if on-site repair is required.</li> </ul>

Priority Two	<p>Priority Two applies if the problem could:</p> <ul style="list-style-type: none"> <li>• Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, and no workaround is available, OR</li> <li>• Increase technical risk or increase costs associated with the life cycle and support of the system, and no workaround is available.</li> <li>• Priority Two problems include aborts, but not loss of data or data corruption.</li> </ul>
Response Time	<ul style="list-style-type: none"> <li>• Within four hours of notification, if the problem is reported during Regular Hours.</li> <li>• Within four hours of the start of the next business day after notification, if the problem is reported after Regular Hours.</li> <li>• If on-site repair is required, Locution will coordinate the repair with the customer or a local installer within the next two business days.</li> </ul>
Resolution Time	<ul style="list-style-type: none"> <li>• Within three business days after the problem is first reported by Customer, if no on-site repair is required.</li> <li>• Within five business days, typically, if on-site repair is required.</li> </ul>
Priority Three	<p>Priority Three applies if the problem could:</p> <ul style="list-style-type: none"> <li>• Adversely affect (but not prevent) the accomplishment of an operational or mission essential function, but a workaround is available, OR</li> <li>• Increase technical risk or increase costs associated with the life cycle and support of the system, but a workaround is available.</li> </ul>

	<ul style="list-style-type: none"> <li>• Priority Three problems do not include aborts or loss of data or data corruption.</li> </ul>
Response Time	<ul style="list-style-type: none"> <li>• Within one business day of notification, if the problem is reported during Regular Hours.</li> <li>• Within two business days of notification, if the problem is reported after Regular Hours.</li> </ul>
Resolution Time	<ul style="list-style-type: none"> <li>• Within 20 business days after the problem is first reported by Customer.</li> </ul>
Priority Four Minor	<ul style="list-style-type: none"> <li>• Any problem related to the System which does not fall within Priority One, Two or Three</li> </ul>
Response Time	<ul style="list-style-type: none"> <li>• Within two business days of notification, if the problem is reported during Regular Hours.</li> <li>• Within three business days of notification, if the problem is reported after Regular Hours.</li> </ul>
Resolution Time	<ul style="list-style-type: none"> <li>• Resolution within the next two new software releases.</li> </ul>

Response times set forth in the preceding chart will not apply to any delays that Motorola cannot reasonably prevent (such as delays caused by weather, etc.).



## 1.2 NICE Support Services

Motorola offers NICE Gold Services during warranty period. Motorola has included pricing for 9 years post warranty Gold Level Maintenance services to match the maintenance services provided with the dispatch console project.

In addition to the services identified below, Motorola provides:

- Service Desk
- Case Management
- Escalations
- END to END Service - meaning not only are we responsible for the City of Milpitas' system we have complete visibility and responsibility for the SVRIA logger and connection to the Astro Core.

On Motorola's behalf, NICE Systems, Inc. will provide customized support services during the warranty and Post warranty maintenance period on the proposed NICE Logger.

The NICE support services to be delivered are outlined in Table 1-2.

**Table 1-2: NICE Services**

NICE Services	
Support Coverage	Twenty-four (24) hours, seven (7) days per week for remote critical issues. 8x5 response for any other issues.
Call Back Response Time	Sixty (60) minutes after receipt of call from authorized representative
On-Site Response Time for Priority 1 Service Issues	Four (4) hours
Services included:	Software Hot Fixes, Update Packs and Minor Version Update. City will be notified before work begins. <b>Excludes Major Version Upgrades.</b>

Motorola and NICE offer a comprehensive, cost effective Customer Support Program to assist with keeping your NICE logging recorder solution performing optimally and to ensure your prompt access to the applications, features, and innovation that our dedicated engineers are working on every single day.

There are many benefits to purchasing a NICE Customer Support Program, including:

---

## FAST, TRANSPARENT SERVICE TO PROTECT YOUR MISSION-CRITICAL SYSTEMS

- NICE Support is available 24 hours per day and 7 days a week.
- Customers under Support Program enjoy priority status in a call queue.
- Service packs and hot fixes are included. If your NICE solution contains hardware purchased from NICE through Motorola, the Customer Support Program includes the provision of replacement parts for failed or faulty hardware. If needed, such parts are shipped overnight to arrive the next business day.

---

## MOTOROLA AND NICE SUPPORT MODEL

Motorola has proposed the Gold service package for the long term maintenance to match the services that are provided under warranty.

Together, Motorola and NICE provide a unique set of advantages for our mutual customers. As leaders in our respective markets, Motorola and NICE offer customers a fully integrated product offering and a fully integrated support model. Specifically, for the City of Milpitas, when there is a problem, Motorola offers a complete view of the entire system from the SVRIA centralized logging recorder to your local logging recorder, including the SVRIA P25 system and the MCC7500e dispatch console.

### 1.2.1 The Motorola Advantage

The customer support contract is owned by Motorola. This provides the customer with significant value because Motorola has integrated NICE products into its solution.

- 1) **A Single Point of Contact:** Call Motorola whether it is for radio or recording system.
- 2) **Single Responsibility:** The integrated Motorola/NICE solution means that Motorola is fully engaged in the issue resolution process. There will be no ‘finger-pointing’ between vendors. This is critical because both companies have products/components in the recording solution. *This means peace of mind for the City of Milpitas and faster response times, which is of critical importance.*
- 3) **Single Maintenance Contract:** Including the recording system in the support contract for the radio system simplifies management and administration for the

customer, *saving time and headaches every year.*

## 1.2.2 The NICE Advantage

NICE Systems' Support Team understands that for mission-critical recording systems, success is measured in minutes. NICE Customer Service is structured to deliver results as fast as possible.

While other suppliers may offer some of the features listed below, few (if any) provide all of them.

- 1) **NICE Support Technicians Are Embedded at the Motorola System Support Center (SSC):** NICE is the only Supplier that has technicians embedded at the SSC. This provides a true integrated support response where Motorola and NICE technicians work shoulder to shoulder on case resolution. The high level of collaboration provides many benefits including faster resolution times and less hassle for customers.
- 2) **Proven Remote Diagnostics:** Remote Diagnostics are the fastest way to deliver quality support. NICE statistics show that over 94% of all recording cases are closed via remote diagnostics, and 90% of all call recording support cases are closed in under 24 hours.
- 3) **Immediate Access to Tier 3 Support:** All NICE Field Technicians and the Tier 2 Remote Support Team at the SSC have direct access to NICE's Tier 3 Engineering Team. NICE Support Providers have immediate access to T3 and T4 resources.

**NICE is the Manufacturer of the Product:** When a software anomaly is discovered, the Tier 3 team has direct and unconstrained access to the NICE Tier 4 Product Engineers and R&D team.

For Service Providers supporting products of another manufacturer, there may be delays and increased costs in getting access to Tier 4 and R&D.

- 4) **Performance-driven Quality Review:** Each month, Motorola and NICE review a variety of Key Performance Indicators to evaluate service results and customer satisfaction. Motorola and NICE adhere to a proven process of continuous analysis and improvement to act on 'lessons learned' to drive constant improvements in customer satisfaction.

The following pages present the NICE/Motorola Support Level Agreements.

## NICE SUPPORT AGREEMENT

### WARRANTY AND MAINTENANCE

All NICE products sold through Motorola come with a 1 year warranty for all break/fix issues. This includes software bug fixes and software patches as well as parts for hardware. Product warranty coverage includes 8 x 5 support. However, Motorola and NICE are providing a warranty upgrade package to uplift the coverage to 24 x 7 support. Warranty begins upon NICE's completion of the product installation (the completion of the implementation ITP).

### PRIORITY DEFINITIONS – SEVERITY LEVELS

#### 1.2.3 NICE Support Program

The NICE Support Program identifies four levels of severity that determine the priority in queue and SLA commitments. These priority levels are defined as follows:

<b>Priority 1 Critical</b>	In a 100% recording environment, any failure of equipment, NICE software or communications to the NICE products which results in loss of recording channels or data, or if allowed to persist will result in such recording loss.
<b>Priority 2 Major</b>	Any problem resulting in loss of ability to retrieve calls or loss of replay functionality for two or more workstations.
<b>Priority 3 Anomaly</b>	Any problem affecting one or more workstations that does not result in a loss of recording or replay, but nevertheless results in diminished product response or performance, e.g. if an administrator loses the ability to add or delete users.
<b>Priority 4 Inquiry</b>	An incident that has no business impact on a Production System, such as system inquiry, planned intervention requests for documentation, or request for information.

**NICE Gold Package** - 24 x 7 coverage for both remote and on-site support, as defined below.

Silver Level Coverage Description:	
Support Coverage: Eight (8) hours, seven (7) days per week.	
Call Back Response Time: Sixty (60) minutes after receipt of call from authorized representative.	
On-Site Response Time for Priority 1 Service Issue: Four (4) hours - Restrictions Apply	
Service	Gold
Phone & Remote Support Coverage	24 X 7
On Site Support - Restrictions Apply	24 X 7
CSC Access 24 X 7	Yes
Remote Diagnosis	Yes
Escalation	Yes
Repair and Replacement of failed parts	Yes

Gold	Priority 1	Priority 2	Priority 3	Priority 4
Phone Availability	24*7	24*7	24*7	24*7
Support Coverage	24*7	24*7	24*7	24*7
Call Back Response Time	60 minutes	120 minutes	24 hours	24 hours
On Site Response Times	4 hours	24 hours	48 hours	48 hours

## NICE Logging Recorder Customer Support Plan

---

### **SPARE PARTS**

Motorola and NICE recommend that customers keep critical spare parts kits of frequently used replacement parts on site to streamline the support process. A spare parts kit can be quoted by your Motorola Customer Service Representative, Ellen Vanhole or your Motorola Account Manager Jeff Van Dell.

---

### **PROACTIVE QUALITY ASSURANCE**

We are committed to providing superior support to our valued customers. Every closed support case will generate an email to the customer, summarizing the completion. A link to a brief survey may also be emailed to you for feedback on your experience with our support team. Your feedback is valuable in helping us identify our strengths or opportunities for improvement.