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Res. No. 38 - 22 - 23. By Alderpersons Felde and Ackley.

A RESOLUTION authorizing the Police Department to enter into a Pre-Release Evaluation License Agreement with Motorola Solutions, Inc. for interview room video recording systems.

WHEREAS, the Sheboygan Police Department ("Department") entered a Master Customer Agreement with Motorola Solutions Inc. ("Motorola") via Resolution 120-21-22 for various recording devices and the opportunity to purchase additional products offered by Motorola; and

WHEREAS, Motorola has offered to the Department an opportunity to test a new video recording system at no cost; and

WHEREAS, the Department desires to accept this opportunity; and

WHEREAS, the rules are being suspended so that this Resolution may be approved immediately in order to expedite installation of the new recording equipment.

NOW, THEREFORE, BE IT RESOLVED: That the Police Chief is hereby authorized to execute the Data Sharing Addendum to the Master Customer Agreement and the Pre-Release Evaluation License Agreement, in substantially similar form to the copy attached hereto and incorporated herein.

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the _____ day of _____, 20____.

Dated _____ 20____. _____, City Clerk

Approved _____ 20____. _____, Mayor

Data Sharing Addendum

This Data Sharing Addendum (the “**Data Sharing Addendum**” or “**DSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and Sheboygan Police Department having its principal place of business at 1315 N 23rd Street, Sheboygan, WI 53081 (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”.

WHEREAS, Motorola and Customer entered into that certain Police Camera Program dated January, 2022, as amended from time to time (the “**Agreement**”) whereby Customer purchased from Motorola certain public safety software and services;

WHEREAS, Customer desires to share certain data to Motorola for inclusion in the Data Sharing Program (as defined below);

NOW THEREFORE, in consideration of the above promises, and other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, the Parties hereto agree:

1. **Data Sharing Program; Customer Agreement.**

1.1. Data Sharing Program. This Data Sharing Addendum governs Customer’s participation in Motorola’ data sharing program, whereby participating Motorola customers permit certain of their Customer Data to be used by Motorola for purposes of product research and development activities, including developing and training artificial intelligence models (the “**Data Sharing Program**”). As a participant in the Data Sharing Program, Motorola will provide Customer with early insight into new Motorola products and services being developed in connection with the Data Sharing Program; it being understood that each disclosure of insights, new products and services, or other Motorola Developments (“**Program Insights**”) will be as determined by Motorola in its discretion, and Motorola is not required to use any Motorola Developments for the benefit of Customer. For clarity, all Program Insights, including any Motorola Developments (as defined below), disclosed to Customer shall be considered the confidential information of Motorola, and will be protected in accordance with the confidentiality provisions of the Customer Agreement or other applicable agreement between the Parties (e.g., a nondisclosure agreement).

1.2. DSA Date; Order of Precedence. This DSA is effective as of the date it is executed by Customer (the “**DSA Date**”), and will supplement, be subject to, and be incorporated into the Agreement. In the event of a conflict, the terms of this DSA will control over the other terms of the Customer Agreement or any other agreements or arrangements between the Parties with respect to the subject matter hereof.

2. **Term and Termination.**

2.1. Term; Termination. The term of this DSA (the “**DSA Term**”) will commence on the DSA Date and continue until terminated by either Party. Customer may terminate this DSA (and its participation in the Data Sharing Program) and Motorola may terminate this DSA (or the Data Sharing Program), upon 90 days’ notice to the other Party.

2.2. Effect of Termination. Termination of this DSA will not terminate or alter the remainder of the Customer Agreement or any other agreements or arrangements between the Parties. Upon the effective date of termination of this DSA, Customer will no longer be considered a participant of the Data Sharing Program, and Motorola will (a) cease creating Motorola Enhanced Data from Customer Data and (b) delete Customer Data that is solely received by Motorola in connection with the Data Sharing Program (but not Customer Data provided in connection with Motorola Products and Services, which Customer Data will continue to be governed by the terms of the Customer Agreement applicable to such Products and Services). For clarity, Motorola is permitted to use Motorola Enhanced Data created prior to the effective date of termination of this DSA in perpetuity, in accordance with **Section 3.1** below.

3. **Rights to Data; Motorola Developments.**

3.1. Customer Data. Except for the licenses granted herein and under the Customer Agreement, Customer retains all right, title and interest, including intellectual property rights, in and to Customer Data. In addition to the rights granted to Motorola under the Customer Agreement, Customer hereby grants Motorola and its subcontractors (which, for the avoidance of doubt, includes any third party engaged by Motorola to develop, improve, maintain or otherwise support Motorola' Products and Services, provided that such third party will have no independent right to retain or use the Customer Data for its own purposes), during the DSA Term, a royalty-free, worldwide, irrevocable, non-exclusive license to transform, manipulate, annotate, aggregate, or otherwise alter, compile, or operate upon using Motorola know-how, the Customer Data described in **Exhibit 1** hereto (such resulting data, the "**Motorola Enhanced Data**") for use in connection with the Data Sharing Program. Motorola will make reasonable efforts to de-identify such Motorola Enhanced Data (such that the data is no longer associated with, or able to be used to identify, Customer or any individual, except to the extent individual attributes are necessary for analysis of the Motorola Enhanced Data and for use for the purposes permitted herein). Motorola and its subcontractors are permitted to use such Motorola Enhanced Data in perpetuity (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from, communicate, transmit, publish, display, publicly perform and distribute such Motorola Enhanced Data) in connection with the Data Sharing Program. Customer will ensure that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola' Products and Services), and Motorola' use of the Customer Data in accordance with this DSA, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer is responsible for the accuracy and completeness of Customer Data, and will ensure that that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to its collection and use of the Customer Data. Customer shall also ensure that it has all necessary rights to transfer the Customer Data to Motorola and its subcontractors for their use in connection with the Data Sharing Program, as permitted under this DSA. Notwithstanding any provision of the Customer Agreement or another agreement or arrangement to the contrary, Motorola is permitted to disclose Customer Data and Motorola Enhanced Data to the extent required to comply with applicable law.

3.2. Motorola Developments; Program Insights. The Parties agree that, notwithstanding any provision of the Customer Agreement or any other agreement or arrangement between the Parties to the contrary, all products and services, other materials, analysis, insights, models, algorithms, and intellectual property, including any fixes, modifications and improvements thereto, conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Customer Data or Motorola Enhanced Data (or otherwise) (collectively, "**Motorola**

Developments”) and any other Program Insights are the exclusive property of Motorola and all right, title and interest in and to such Motorola Developments and Program Insights 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 Motorola Developments or Program Insights to Motorola. INSIGHTS SHARED WITH CUSTOMER, Motorola ENHANCED DATA, AND ANY Motorola DEVELOPMENTS SHARED WITH CUSTOMER IN CONNECTION WITH THE DATA SHARING PROGRAM ARE INTENDED FOR PURPOSES OF Motorola RESEARCH AND DEVELOPMENT ONLY, AND, NOTWITHSTANDING ANY PROVISION OF THE CUSTOMER AGREEMENT (OR ANY OTHER AGREEMENT OR ARRANGEMENT BETWEEN THE PARTIES) TO THE CONTRARY, Motorola, ITS SUBSIDIARIES, AND ITS OTHER AFFILIATES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES AND ALL DIRECT AND INDIRECT LIABILITY WITH RESPECT TO THIS DSA, THE DATA SHARING PROGRAM, CUSTOMER DATA, Motorola ENHANCED DATA, AND ANY Motorola DEVELOPMENTS AND OTHER PROGRAM INSIGHTS, INCLUDING THE ACCURACY OF ANY METHODOLOGIES, TECHNOLOGIES, OR ALGORITHMS THEY MAY APPLY, AND ANY RESULTS PRODUCED THEREFROM.

3.3. Definitions. Notwithstanding any provision of the Customer Agreement or other agreement or arrangement between the Parties to the contrary, for purposes of this DSA, the following terms will have the meanings ascribed to them in this Section: “**Customer Data**” means data, information, and content (including images, text, videos, documents, audio, telemetry and structured data base records) provided by, through, or on behalf of Customer and its Authorized Users, including Customer’s and any other Authorized Users’ end users, through the use of the products and services provided by Motorola; and “**Authorized Users**” are Customer’s employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) approved by Motorola in writing (email accepted), including in the Customer Agreement, which may include affiliates or other Customer agencies.

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

5. Changes in Applicable Law. To the extent Motorola makes a material change to the Data Sharing Program in response to a change in law, Motorola will provide notice of such change, and Motorola and Customer will cooperate to implement any such change related to the Data Sharing Program, as applicable.

6. Indemnity. In addition to any other indemnification obligations under the Customer Agreement, Customer will indemnify and hold Motorola and its subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities and expenses (including reasonable fees and expenses of attorneys) suffered or incurred by Motorola arising from, and will defend Motorola against, any actual or threatened third party claim, demand, action or proceeding arising from or related to Customer’s breach of this DSA. This indemnity will not apply to the extent any such claim is caused by Motorola’ use of the Customer Data in violation of the Agreement or this DSA.

7. **Entire Agreement; Interpretation; Survival.** Unless expressly set forth in this DSA, the terms of the Customer Agreement and any other applicable agreement between the Parties (for example, any nondisclosure agreement) will continue to apply to the Data Sharing Program, and the Parties' rights and obligations hereunder. The Customer Agreement and this DSA contain the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior understandings, whether written or oral, relating to the subject matter hereof. The words "including" and "include" shall be deemed to be followed by the phrase "without limitation". The following provisions will survive the expiration or termination of this DSA for any reason: **Sections 1.1, 1.2, 2.2, 3, 6, and 7.**

The Parties hereby enter into this Data Sharing Addendum as of the DSA Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 1

Customer Data Categories

Audio and video data, and associated metadata, collected by customer through body worn cameras and in-car video cameras

PRE-RELEASE EVALUATION LICENSE AGREEMENT

This Pre-Release Evaluation License Agreement (“Agreement”) is between Motorola Solutions, Inc., a Delaware corporation, having a place of business at 500 West Monroe Street, Chicago, Illinois 60661 (“Motorola”), and Sheboygan Police Department having its principal place of business at 1315 N 23rd Street, Sheboygan, WI 53081 (“Licensee”). This Agreement is effective upon the Effective Date.

WHEREAS, Motorola may, from time to time, design and develop new hardware and software and associated documentation which Motorola desires to make available to Licensee before general release for evaluation purposes; and

WHEREAS, Licensee desires to receive an early version of certain pre-release products before they are offered for general release;

THEREFORE, in consideration of the promises and mutual covenants contained in this Agreement, and for other good and valuable consideration, Motorola and Licensee agree as follows:

1. DEFINITIONS

1.1 **Confidential Information** means any and all information related to any Pre-Release Solution and any information designated by Motorola as confidential in writing or if disclosed verbally, reduced to writing and designated as confidential within 10 days after such disclosure.

1.2 **Effective Date** means the date of the last party to sign this Agreement.

1.3 **Evaluation Period** means the period specified in the online or in-product pre-release acknowledgement provided with a Pre-Release Solution or as otherwise specified in writing by Motorola at the time of distribution.

1.4 **Pre-Release Solution** means any Motorola pre-release software or hardware, together with any associated documentation, to be delivered or provided by Motorola to Licensee under this Agreement.

2. PURPOSE AND USE

2.1 From time to time, Motorola may deliver to Licensee a Pre-Release Solution for the purpose of allowing Licensee to evaluate such Pre-Release Solution before Motorola offers it for general release. Any Pre-Release Solution continues to be tested in-house by Motorola. New versions of any Pre-Release Solution may be issued during the term of this Agreement in order to correct problems or add new features. Motorola will not support any Pre-Release Solution after the product is generally released. No Pre-Release Solution is intended to be used in a mission critical situation. Licensee agrees to use the Pre-Release Solutions solely for the purpose of evaluation. **In no event will any person use any Pre-Release Solution for any other purpose except evaluation by the Licensee.**

3. LICENSE AND PROPRIETARY RIGHTS

3.1 Motorola grants Licensee a temporary, royalty-free, non-exclusive, non-transferable, non-assignable right to use the Pre-Release Solution(s) solely to evaluate the Pre-Release Solution(s) during the Evaluation Period. Licensee may not distribute or sublicense the Pre-Release Solution(s) to any third party.

3.2 Licensee may not: (a) translate, modify, reverse-engineer, disassemble, decompile, or create derivative works of any Pre-Release Solution; (b) copy, reproduce, distribute, disclose, or divulge any Pre-Release Solution or permit the use by any third party; (c) remove or alter any trademark, copyright or other proprietary notice in any Pre-Release Solution; (d) sell, loan, lease, assign, time-share, publish, display, sublicense or otherwise transfer its rights to any Pre-Release Solution or any portion thereof; or (e) otherwise use a Pre-Release Solution for any production or commercial purposes. Motorola reserves all rights not expressly granted in this Agreement.

3.3 Each Pre-Release Solution is licensed to Licensee, and is not being sold to Licensee. All right, title, and interest in and to any Pre-Release Solution remains vested in Motorola or its licensors, even if the hardware and software provided herein are installed in or attached (even temporarily) to hardware owned by Licensee or a third party. Except as expressly provided herein, this Agreement does not grant to Licensee any express or implied rights under any Motorola or third party patents, copyrights, trademarks, logos, or trade secrets. Licensee will secure and protect the Pre-Release Solution(s) and Motorola's Confidential Information in a manner consistent with the maintenance of Motorola's rights.

4. RESULTS OF EVALUATION. Motorola may receive suggestions, recommendations, feedback, or other information from Licensee about the Pre-Release Solution(s) ("Feedback"). Any Feedback given by Licensee is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback to improve and enhance the Pre-Release Solution(s) and otherwise without any obligation to Licensee. Licensee acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to any Pre-Release Solution conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Pre-Release Solution(s) will vest solely in Motorola.

5. TERM AND TERMINATION

5.1 This Agreement is effective as of the Effective Date and extends until terminated in accordance with Section 5.2.

5.2 Either party may terminate this Agreement upon written notice to the other party (a) immediately due to one party's failure to comply with any term or condition of this Agreement; or (b) with 10 days prior written notice.

5.3 Upon termination or expiration of the Evaluation Period, Licensee will immediately cease all use of all Pre-Release Solutions. In addition, Licensee will promptly delete all electronic copies and shred all hard copies of associated documentation marked as Confidential Information.

6. NO OBLIGATION. Nothing in this Agreement obligates Motorola or Licensee to proceed with the sale or purchase of any Pre-Release Solution.

7. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. MOTOROLA DOES NOT WARRANT THAT ANY PRE-RELEASE SOLUTION WILL MEET LICENSEE'S REQUIREMENTS OR THAT ITS USE WILL BE UNINTERRUPTED OR ERROR-FREE. ON THE CONTRARY, THE PURPOSE OF THIS AGREEMENT IS TO PROVIDE FOR THE EVALUATION OF PRE-RELEASE SOLUTION(S). AS A RESULT, LICENSEE WAIVES ANY AND ALL CLAIMS THAT IT MAY HAVE AGAINST MOTOROLA ARISING OUT OF THE PERFORMANCE OR NON-PERFORMANCE OF ANY PRE-RELEASE SOLUTION. THE PRE-RELEASE SOLUTION(S), INCLUDING ALL SOFTWARE, HARDWARE, AND DOCUMENTATION, THEREFORE ARE PROVIDED "AS IS." MOTOROLA DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRE-RELEASE SOLUTION, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

Motorola does not assume and has no liability under this Agreement for (a) failure to deliver any Pre-Release Solution within a specified time period; (b) availability and delays in the delivery of any Pre-Release Solution; (c) any failure or interruption of the software and/or operation of the hardware; (d) damage caused by the software or hardware due directly or indirectly to causes beyond the control of Motorola; (e) maintenance and storage of data; or (f) disclosure of or failure to protect personally identifiable data. IN NO EVENT WILL MOTOROLA HAVE ANY LIABILITY TO LICENSEE OR ANY THIRD PARTY FOR ANY CLAIM, LOSS OR DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE PRE-RELEASE SOLUTION OR ANY DATA, SOFTWARE OR HARDWARE RELATED THERETO OR USED IN CONNECTION THEREWITH. No representation or warranty regarding any Pre-Release Solution may be made without Motorola's prior written consent, and any warranty or representation made by Licensee regarding the Pre-Release Solution will not constitute an obligation of Motorola.

8. CONFIDENTIALITY

8.1 Licensee agrees not to divulge or communicate to any third party or use or exploit for any purpose, other than in accordance with this Agreement, any Confidential Information which is disclosed by Motorola in connection with this Agreement. Licensee acknowledges that the Pre-Release Solution contains valuable proprietary information and trade secrets and that unauthorized or improper use of any Pre-Release Solution will result in irreparable harm to Motorola for which monetary damages would be inadequate and for which Motorola will be entitled to immediate injunctive relief. Accordingly, Licensee will take appropriate action with its employees and agents to preserve the confidentiality of the Pre-Release Solution(s), using the same degree of care to avoid unauthorized or improper disclosure as it uses for its protection of its own information of like importance, but in no event less than reasonable care. Licensee agrees that it will not, without Motorola's express prior written consent (a) disclose any information about any Pre-Release Solution, its design and performance specifications, methodologies, or the existence of this Agreement and its results to anyone other than Licensee's employees who are performing the evaluation and have a need to have access to such information; or (b) copy any

portion of any Pre-Release Solution or the methodologies used in providing the services, software, or documentation, except to the extent necessary to perform the evaluation.

8.2 Such Confidential Information will be held in confidence at all times during the continuance of this Agreement, and will be held in confidence in perpetuity after the expiration or earlier termination of this Agreement for any reason whatsoever, but will cease to apply to information which (a) is at the date of the disclosure in the public domain; (b) entered the public domain through no fault of Licensee; (c) was given to Licensee from a third party rightfully and without confidentiality obligations; (d) is independently developed by Licensee without the use of any of Motorola's confidential information or any breach of this Agreement; or (e) is required to be disclosed by a valid court order, provided that Licensee has first given Motorola reasonable written notice of such requirement and fully cooperates with Motorola in seeking confidential treatment for any such disclosure.

9. DATA STORAGE. If a Pre-Release Solution provided pursuant to this Agreement includes the storage of Licensee data, Licensee must retrieve all stored data prior to the end of the Evaluation Period or prior to the effective date of termination of the Agreement. Unless otherwise agreed in writing, Motorola will not retain Licensee data after expiration or termination of the Agreement. Licensee is solely responsible for complying with evidentiary or record retention laws, regulations, rules or policies. Motorola disclaims any and all liability for compliance with any evidentiary requirements. Further, Motorola does not provide assurances for or support of evidentiary rules and requirements after the effective date of expiration or termination of this Agreement.

10. EXISTING EQUIPMENT AND SOFTWARE. Licensee is solely responsible for supporting and maintaining any existing equipment and software. The hardware and software provided by Motorola under this Agreement may connect to or interface with existing equipment and software owned by Licensee. Any failures or deficiencies may impact the functionality of the Pre-Release Solution.

11. INDEMNIFICATION. Licensee will indemnify and hold Motorola harmless for any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or damage to property, which may accrue against Motorola to the extent it is caused by Licensee, its contractors, or its employees or agents, including by not limited to causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of Personal Identifiable Information. Licensee is, and will be and remain the controller of the data contained in the hardware for purposes of all applicable laws relating to data privacy, transborder data flow and data protection.

12. GENERAL

12.1 Licensee may not assign or transfer this Agreement or any rights hereunder without the prior written consent of Motorola. Any attempted assignment, delegation or transfer in violation of this Section 12.1 is void.

12.2 Each party will comply with all applicable federal state, and local laws, regulations and ordinances including, but not limited to, the regulations of the United States Government relating to the export of commodities and technical data insofar as they relate to the activities under this Agreement. Licensee will not, in any form, export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any products, documentation, technical data, or software, or a direct product thereof, which is provided under this Agreement, to any country for which the United States Government or any other applicable government requires an export license or other governmental approval, without first obtaining such license or approval.

12.3 This Agreement is governed by the laws of the United States of America to the extent that they apply and otherwise by the internal substantive laws of the State in which the Pre-Release Solution is used or installed if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity.

12.4 All notices under this Agreement will be in writing and will be given: in person, by receipted courier, or by certified U.S. mail, addressed to the addresses set forth at the beginning of this Agreement or to such other address as the parties may designate by written notice to the other parties. All written notices sent by mail will be sent first class or better, postage prepaid. All notices will be deemed to have been given on the earlier of the date actually received or the fifth day after mailing. Motorola or Licensee may change any of their respective addresses or telephone numbers upon written notice to the other party.

12.5 If any of the provisions of this Agreement are held to be invalid or unenforceable under applicable law, such invalidity or unenforceability will not invalidate or render this Agreement unenforceable but it will be construed as if not containing the particular invalid or unenforceable provisions and the respective rights and obligations of Motorola or Licensee will be construed and enforced accordingly.

12.6 Licensee is solely responsible for complying with any and all statutory or regulatory requirements associated with the use of any Pre-Release Solution, including requirements triggered by voice and data transmission. Motorola makes no commitment to collect, hold, manage, or maintain data for evidentiary or recovery purposes.

12.7 The parties agree that where the context of any provision indicates an intent that it survives the term of this Agreement then it will survive.

12.8 Failure or delay on the part of Motorola or Licensee to exercise any right, power or privilege under this Agreement will not operate as a waiver thereof.

12.9 Any press release, public announcement, advertisement or marketing or promotional materials with regard to this Agreement, which mentions the other party, must be mutually agreed upon prior to use.

12.10 This Agreement may be executed in multiple counterparts, each of which will be deemed an original and all of which will constitute one and the same instrument. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature will have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer

image of this Agreement will be treated as and will have the same effect as an original signed copy of this Agreement.

12.11 This Agreement constitutes the entire agreement of Motorola and the Licensee with respect to the subject matter and supersedes all previous proposals, commitments, representations and Agreements of any nature whatsoever. Any amendment to this Agreement will be in writing, signed by the duly authorized representatives of each party.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement.

MOTOROLA SOLUTIONS, INC.

SHEBOYGAN POLICE
DEPARTMENT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____