

STATE OF TEXAS
COUNTY OF WALLER

ADDENDUM TO DIR-CPO-5433 BETWEEN WALLER COUNTY, TEXAS AND MOTOROLA SOLUTIONS, INC FOR PURCHASE OF EXACOM LOGGING SOLUTION

This Addendum (“Addendum”) is entered into on the date of the last signature affixed hereto (“Effective Date”) by and between Waller County, Texas (“County”), a political subdivision of the State of Texas, and Motorola Solutions, Inc. (“Contractor”), a Delaware corporation, with its principal place of business at 500 W. Monroe Street, Suite 4400, Chicago, Illinois 60667 (each referred to individually as “Party” and collectively as “Parties”).

WHEREAS, the Waller County Commissioners Court is the general contracting authority for County departments, unless specifically provided otherwise by the laws of the State of Texas;

WHEREAS, WHEREAS, pursuant to Texas Local Government Code Chapter 271, Subchapter F, the County may participate in a cooperative purchasing program with another local government of Texas or another State, or with a local cooperative organization of Texas or another State;

WHEREAS, the Waller County Sheriff’s Office (“Sheriff’s Office”) desires to enter into an Addendum with Contractor for the purchase of a the proposed Exacom Logging Solution as described in Exhibit A;

WHEREAS, the County may make purchases under contracts competitively awarded by the Texas Department of Information Resources (“DIR”);

WHEREAS, Motorola Solutions, Inc. was awarded contract DIR-CPO-5433 with DIR, and the County desires to purchase the proposed Exacom Logging Solution pursuant to that contract;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

SECTION 1. ADDENDUM

- 1.1 Services to be Performed: Contractor shall provide the Waller County Sheriff’s Office with the goods and services in accordance with the Proposal, attached hereto as Exhibit A, and otherwise in accordance with this Addendum.
- 1.2 Contract Documents: The following documents constitute the “Contract Documents”:
 - a. this Addendum;
 - b. the Proposal, attached hereto as Exhibit A; and
 - c. DIR contract number DIR-CPO-5433 available at <https://dir.texas.gov/contracts/dir-cpo-5433> ;

- 1.3 Dir Contract Controls: This Addendum and the related purchase are made pursuant to DIR Contract No. DIR-CPO-5433. The parties acknowledge and agree that DIR Contract No. DIR-CPO-5433, including all applicable appendices, exhibits, amendments, and addenda, governs the purchase of the goods and services described in Supplier's proposal and any related purchase order.
- 1.4 Order Of Precedence; Conflicting Terms. In the event of any conflict or inconsistency between DIR Contract No. DIR-CPO-5433 and this Addendum, any statement of work, quote, purchase order, invoice, acknowledgment, or any other document or term relating to this purchase, DIR Contract No. DIR-CPO-5433 shall control. Any term that conflicts with, modifies, limits, or is inconsistent with DIR Contract No. DIR-CPO-5433 is rejected and shall be void and of no force or effect. In such event, the rejected language shall be substituted with language within DIR-CPO-5433. In the event of any conflict or inconsistency between this Addendum and any statement of work, quote, purchase order, invoice, acknowledgment, or any other document or term relating to this purchase other than DIR-CPO-5433, this Addendum shall control.

SECTION 2. DESIGNATED REPRESENTATIVES

- 2.1 County's Designated Representatives: The County designates the Waller County Sheriff as the Designated Representative with regard to the services performed under this Addendum.
- 2.2 Contractor's Designated Representatives: Contractor designates [NAME] as its Designated Representative with regard to the services performed under this Addendum.
- 2.3 Changes to Designated Representatives: Either Party may change its Designated Representative(s) by providing written notice to the other Party.

SECTION 3. CONTRACTOR'S OBLIGATIONS

- 3.1 Goods and Services to be Provided: Contractor shall provide the goods and services identified in Exhibit A.
- 3.2 Quality of Goods: All goods supplied by Contractor must be new and in first class condition, and, if shipped, must be in containers suitable for damage-free shipment and storage. The goods must be warranted in the same manner and to the same extent as normally provided to other customers of Contractor or the product's manufacturer. "Factory seconds," "refurbished," or otherwise inferior items are not acceptable.
- 3.3 Conditions of Goods: Goods supplied under this Addendum must be delivered in the best possible condition, covered by the product warranties provided by Contractor or the product manufacturer to other customers, and are subject to inspection, testing, and approval by the County. In the event that a good fails to meet the requirements of the item's specifications, or the terms and conditions of this Addendum, Contractor must replace the defective good without charge for the replacement. The County may dispose of defective products that are not picked up by the Contractor without cost or penalty. Goods damaged in shipping are considered defective. Latent defects discovered after delivery and acceptance of any goods may result in revocation of the acceptance of such products.

- 3.4 Delivery of Goods: The place of delivery for the goods is the Waller County Sheriff's Office located at 100 Sheriff R. Glenn Smith Dr., Hempstead, Texas 77445. The Contractor must notify the County immediately of an anticipated or actual delay in the delivery of the goods. Contractor is responsible for paying all freight, delivery, handling, and other charges incurred transporting and delivering products to the County, and for risk of loss until the product is delivered to and accepted by the County. Costs related to freight, delivery, handling, and other charges incurred transporting and delivering products must be prepaid by the Contractor.
- 3.5 Conference and Cooperation: Contractor shall confer with the County or the Designated Representative on an as needed basis to ensure the services are performed satisfactorily, and to make any necessary or requested adjustments. Contractor shall cooperate at all times with the County, and other contractors providing services to the county to maintain maximum efficiency.
- 3.6 Necessary and Qualified Staff: Contractor shall provide necessary staff and equipment to perform the services, and shall be responsible for any cost associated with implementing this Addendum. Contractor agrees to employ, maintain, and assign a sufficient number of competent and qualified personnel to provide the services required by this Addendum.

SECTION 4. CONTRACT PRICE

- 4.1 Compensation: In consideration of the goods to be provided and the services to be performed by the Contractor under the terms of this Addendum, the County shall pay Contractor in not to exceed two hundred and eight thousand ninety-nine dollars (\$208,099.00), the amount identified under "Exacom Logging Solution Pricing" on page 47 of Exhibit A. Amounts for "Exacom Post Warranty Support Services" on page 47 of Exhibit A, other than that for Year 1, shall be paid by amendment to this Addendum if mutually agreed by both Parties.
- 4.2 Invoices: Contractor shall submit an invoice to the County for payment to be provided hereunder.
- 4.3 Payment: The County agrees to pay Contractor for goods and services in the amount identified in Section 4.1 according to the terms and conditions of this Addendum. The County shall pay all valid invoices in accordance with Texas Government Code Chapter 2251. The County will not pay an invoice in full if there is a dispute about the accuracy of the invoice.
- 4.4 Right to Withhold Payment: The County may withhold or nullify the whole or part of any payment to Contractor to such extent as the County deems necessary in the event that:
- a. Work is not performed in accordance with the Contract Documents, and the defective performance is not remedied as required by the County and in the timeframe required by the County;
 - b. The work performed is not to the satisfaction of the County, and the Contractor does not remedy the work performed to the satisfaction of the County; or
 - c. Contractor or its employees, staff, agents, or representatives cause damage to County property.
- 4.5 Right to Setoff: Notwithstanding anything to the contrary in this Addendum, and without

prejudice to any other right or remedy the County has or may have, the County may set off or recoup any amount it owes to Contractor against any amount for which the County determines in good faith that Contractor owes the County.

SECTION 5. TERM AND TERMINATION

- 5.1 Addendum Term: This Addendum shall begin on the Effective date and continue until complete performance of the terms hereof (the “Term”), unless either Party terminates this Addendum earlier in accordance with its terms.
- 5.2 Termination for Failure to Perform: Either Party may terminate this Addendum if the other Party fails to perform in accordance with the terms of this Addendum, provided that the failure to perform is at no fault of the terminating Party. Contractor shall be responsible for any expenses it incurs after the date of termination.
- 5.3 Termination for Insolvency and Bankruptcy: The County, in its sole discretion, may immediately terminate this Addendum without notice and without the opportunity to cure if Contractor, or any of its parent or subsidiary business entities responsible for providing services under the Addendum become insolvent or files any petition for bankruptcy.
- 5.4 Termination for Cause or Convenience: The County may terminate this Addendum for cause or convenience, and without penalty, by providing thirty (30) day written notice to the Contractor in accordance with Section 5.6. The notice must state the reasons for such termination. The Addendum will continue in force during the thirty (30) day notice period.
- 5.5 Notice of Termination: The terminating Party shall provide thirty (30) days written notice of termination to the other Party as provided in Section 16.17.
- 5.6 Opportunity to Cure: A Party receiving notice of termination for cause shall have the opportunity to cure its failure to perform beginning on the day of its receipt of the written notice, and continuing for thirty (30) calendar days thereafter. The cure, if made, shall be to the terminating Party’s satisfaction. If no cure is made, the Addendum will terminate on the date specified in the written termination notice, or if no date is specified, on the thirtieth (30th) calendar day after the date of receipt of the notice, unless otherwise agreed by the Parties.
- 5.7 Termination Without Penalty: Contractor shall not be entitled to any damages, whether direct or indirect, should the County choose to exercise its option to terminate.
- 5.8 Prorated Refund: In the event that this Addendum is terminated prior to the end of the Term, Contractor shall refund to the County a prorated portion of the fee already paid to Contractor.

SECTION 6. NO EXCLUSION OR PAYMENT

- 6.1 No Exclusion or Payment: Contractor understands and agrees that this Addendum does not create an exclusive right for Contractor to provide the services contemplated by this Addendum.

SECTION 7. RECORDS AND AUDITS

- 7.1 Records and Audits: The County and the Waller County Auditor shall have access to and the right to examine any directly pertinent books, documents, papers, and records of Contractor involving transactions relating to this Addendum. The County shall give

Contractor reasonable advance notice of intended inspections or audits. Contractor shall maintain records necessary for the County or the County Auditor to complete an audit, and to comply in all respects with any request by the County or the County Auditor for records and documents for the purpose of performing an audit

SECTION 8. INTERPRETATION

- 8.1 Interpretation: This Addendum controls over any other document, order form, purchase order, terms, or conditions in regard to the services to be performed hereunder. In the event of any disputes over the meaning or application of this Addendum, it shall be interpreted fairly and reasonably, and neither more strongly for nor against either Party.

SECTION 9. SITE INSPECTION AND COORDINATION

- 9.1 Site Inspection and Coordination: Contractor represents that Contractor is thoroughly acquainted with all matters relating to the performance of this Addendum. All services under this Addendum shall be coordinated under, and performed to the satisfaction of the County or the Designated Representative.

SECTION 10. NO DISCLAIMER OF WARRANTIES

- 10.1 No Disclaimer of Warranties: Contractor shall not disclaim any warranty provided by law, except as otherwise provided in this Addendum. All warranties survive the termination of this Addendum.

SECTION 11. PERMITS; COMPLIANCE WITH LAWS AND REGULATIONS.

- 11.1 Permits; Compliance with Laws and Regulations: Contractor shall possess or obtain any applicable permits required by municipal ordinance, county ordinance, or state or federal law for the performance of the services prior to executing this Addendum. Contractor shall perform its obligations pursuant to this Addendum in accordance with all federal, state, and local statutes, ordinances, laws, regulations, and executive, administrative, and judicial orders applicable to the services to be performed.

SECTION 12. INDEPENDENT CONTRACTOR.

- 12.1 Independent Contractor: In performing the services under this Addendum, Contractor and its employees are independent contractors. Contractor shall exercise independent judgment in performing its duties under this Addendum, in cooperation with the County, and is solely responsible for setting working hours, scheduling or prioritizing its work flow, and determining how the work is to be performed. No term or provision of this Addendum or act of the Contractor in the performance of this Addendum shall be construed as making Contractor or its employees an agent, servant, or employee of the County in any capacity or form.

SECTION 13. INDEMNITY.

- 13.1 INDEMNITY: CONTRACTOR SHALL INDEMNIFY THE COUNTY IN ACCORDANCE WITH THE INDEMNIFICATION PROVISIONS OF DIR-CPO-5433.

SECTION 14. INSURANCE REQUIREMENTS

- 14.1 Insurance Requirements: Contractor shall provide insurance coverage as specified in DIR-

SECTION 15. TEXAS REQUIRED ASSURANCES

- 15.1 No Excluded Nation or Foreign Terrorist Organization: Pursuant to Texas Government Code 2252.152, Contractor hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit is identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Texas Government Code Sections 806.051, 807.051, or 2252.153.
- 15.2 No Israel Boycott: Pursuant to Texas Government Code 2271.002, Contractor hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Contract has a value of \$100,000 or more, Contractor does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in Texas Government Code Section 808.001.
- 15.3 No Discrimination Against Firearm and Ammunition Industries: Pursuant to Texas Government Code 2274.002, Contractor hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Contract has a value of \$100,000 or more, Contractor does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contract not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in Texas Government Code Section 2274.001(3). “Firearm entity” and “firearm trade association” have the meanings provided in Texas Government Code Sections 2274.001(6) and (7).
- 15.4 No Energy Company Boycott: Pursuant to Texas Government Code 2276.002, Contractor hereby verifies that neither it, nor any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of those entities or business associations that exists to make a profit, if employing ten (10) or ore full-time employees and this Contract has a value of \$100,000 or more, Contractor does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in Texas Government Code Section 809.001.

SECTION 16. MISCELLANEOUS PROVISIONS

- 16.1 Recitals: The Recitals are incorporated into this Addendum.
- 16.2 Jurisdiction and Venue: This Addendum is made in and shall be construed according to the laws of the State of Texas, without regard to its conflict of laws provisions. Venue of any court action(s) brought directly or indirectly by reason of this Addendum shall be in a court of competent jurisdiction in Waller County, Texas. This Addendum is made and is to be performed in Waller County, Texas.
- 16.3 Right of Review: The County or the Designated Representative may review and inspect any and all of the services performed by Contractor under this Addendum. The is granted

the right to audit, at the County's election, all of Contractor's records and billings related to the performance of this Addendum as may be reasonably necessary. Contractor agrees to retain such records for a minimum of three (3) years following completion of this Addendum. Any payment, settlement, satisfaction, or release made or provided during the course of performance of this Addendum shall be subject to County's rights as may be disclosed by a review under this Section.

- 16.4 No Subcontractors: Contractor shall not subcontract any portion of its duties under this Addendum, unless the County has provided prior written consent. In the event that the County provides written consent for a portion of the services to be performed by a subcontractor, the subcontractor must agree to be bound by the terms of this Addendum.
- 16.5 No Waiver: No claim or right arising out of a breach of this Addendum can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. Either Party's failure to require strict performance of any provision of this Addendum does not waive or diminish the that Party's right thereafter to demand strict compliance with that or any other provision. Neither Party's waiver or failure to exercise in any respect any right provided for in this Addendum shall not be deemed a waiver of any further right under this Addendum. Neither Party, nor its employees, officers, and officials waive, modify, or alter to any extent any of their defenses, immunities, or remedies.
- 16.6 Force Majeure: Neither Party shall be deemed to have breached any provision of this Addendum as a result of any delay, failure in performance, or interruption of services resulting directly or indirectly from acts of God, network failures, acts of civil or military authorities, civil disturbances, wars, energy crises, fires, transportation contingencies, interruptions in third-party telecommunications, or Internet equipment or service, or other catastrophes, or any other occurrences which are reasonably beyond a Party's control. The Parties are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the Part seeking relief under this provision. The Party seeking relief due to force majeure is required to promptly notify the other Party in writing, citing the details of the force majeure event and the relief sought, and shall resume performance immediately after the obstacles to performance caused by a force majeure event have been removed, provided the Addendum has not been terminated. Delay or failure of performance, by either Party to this Addendum, causes solely by a force majeure event, shall be excused for the period of delay caused solely by the force majeure event.
- 16.7 Severability: If any provision of this Addendum is invalid, illegal, or unenforceable under any applicable statute, court decision, or rule of law, it is to that extent to be deemed omitted. In such event, there shall be substituted for such deleted provisions a provision as similar as possible in terms and in effect to such deleted provision that is valid, legal, or enforceable. The remainder of the Addendum shall be valid and enforceable to the maximum extent possible.
- 16.8 Entire Addendum: This Addendum, together with all of its exhibits, embodies the complete Addendum of the Parties hereto, superseding all oral or written previous and contemporary agreements between the Parties and relating to matters in this Addendum. The Addendum may not be modified, altered, or amended except by written instrument duly executed by

both Parties.

- 16.9 Titles Not Restrictive: The titles assigned to the various sections and paragraphs of this Addendum are for convenience only. Titles shall not be considered restrictive of the subject matter of any part of this Addendum.
- 16.10 Tax Exempt: The County is tax-exempt, and will not pay a tax from which it is exempt. Tax exempt paperwork may be provided upon written request.
- 16.11 No Arbitration: A dispute arising under this Addendum shall not be subject to arbitration.
- 16.12 Waiver of Subrogation: Contractor and Contractor's insurance carrier waive any and all rights whatsoever with regard to subrogation against the County as indirect parties to any suit arising out of personal or property damages resulting from Contractor's, its employees', or permitted subcontractors' performance under this Addendum.
- 16.13 No Third-Party Beneficiaries: This Addendum does not inure to the benefit of any third party, except permitted successor or assigns.
- 16.14 Authority to Sign: Signatories to this Addendum represent and warrant that they have the authority to bind the respective parties.
- 16.15 Confidentiality: The County is bound by Texas Government Code Chapter 552, the Public Information Act, and other laws concerning government records. Contractor shall clearly and noticeably mark all confidential information and documents it provides to the County pursuant to this Addendum. The County will make good faith efforts to promptly notify Contractor if any such information is requested in a public information request, subpoena, or other method so Contractor may argue against the release of such information. Contractor recognizes and understands that the final decision as to what information must be disclosed pursuant to the PIA lies with the Texas Attorney General. Contractor further agrees that the County may furnish information acquired through or pursuant to this Addendum and that is requested through the PIA to the Texas Attorney General for a determination of whether the information must be disclosed. Neither the County, nor any of its officers, or employees shall have any liability or obligation to any party for the disclosure to the public, or to any person or persons, of any items or data furnished to the County by Contractor in reliance on any statute, court opinion, court order, or the advice, decision, or opinion of the Texas Attorney General.
- 16.16 Limit of Appropriations: Funds for payment of this Addendum have been provided through the County budget approved by Commissioners Court for this fiscal year only. The State of Texas law prohibits the obligation and expenditure of public funds beyond the current fiscal year. The fiscal year for the County extends from January 1 of each calendar year until December 31 of the same calendar year. It is the expectation of the County that funding will be available to pay for the expenditures related to this Contract. Notwithstanding anything to the contrary in this Contract, if at any time during the term of this Contract the Commissioners Court of the County fails to provide funding for this Contract during the County's following fiscal year, does not adopt a budget for expenditures, or is only able to partially fund the expenditures required by this Contract, the County may, upon giving Contractor written notice of such failure, terminate this Contract, or a part hereof without any further liability to Contractor. Neither County, its elected officials, employees, agents, insurers, attorneys, nor any other individual acting on

behalf of County may make any representation or warranty as to whether any appropriation will, from time to time, be made by the Waller County Commissioners Court. The failure of County to appropriate sufficient funds will not cause the County to be in default under this Addendum, and Contractor's sole and exclusive remedy shall be to terminate this Addendum. The County shall pay Contractor for any services already rendered under this Contract prior to the effective date of the termination.

- 16.17 Notices: Notices delivered hereunder shall be in writing and shall be delivered by personal delivery or certified mail, return receipt requested. Mailed notices shall be deemed received three (3) business days after the notice is placed in the mail with proper postage paid. Any notice or certification to be provided pursuant to this Addendum shall be delivered to the following persons, unless a substitute representative is designated in writing:

To the County:

Waller County Judge
836 Austin St., Suite 4300
Hempstead, Texas 77445

To Contractor:

Attn: [NAME]
500 W. Monroe Street, Suite 4400
Chicago, Illinois 60661

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, this Addendum has been entered into as of the last date of signature affixed hereto.

COUNTY

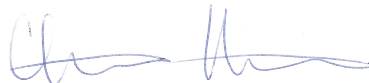
CONTRACTOR

WALLER COUNTY, TEXAS

a political subdivision of the State of
Texas

MOTOROLA SOLUTIONS, INC.

a Delaware corporation



Carbett “Trey” Duhon, III
County Judge

Chris Matthieu
Area Sales Manager

Date

Date

ATTEST

ATTEST

Debbie Hollan
County Clerk

NAME
TITLE



MOTOROLA
SOLUTIONS

Waller County Sheriff's Office

Firm Proposal

Motorola Exacom Logger

Brandon Casanova

brandon.casanova@motorolasolutions.com

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

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc
500 W Monroe Street, Ste 4400
Chicago, IL 60661-37

7/15/26
Waller County Sheriff's Office
701 Calvit St.
Hempstead, Texas 77445
RE: Exacom Request

Dear Waller County Sheriff Office

Motorola Solutions, Inc (Motorola Solutions) appreciates the opportunity to provide the Waller County Sheriff's Office (WCSO) with a proposal for quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your operational objectives.

The proposed Exacom Logging Solution includes:

- One (1) Exacom Hindsight 600 Series Logger
- ExaCare Essentials Post Warranty Support for Five (5) Years
- Installation and Implementation Services
- Training

This proposal is subject to the terms and conditions of the State of Texas DIR-CPO-5433 contract, its Exhibits, and applicable Addenda. This proposal shall remain valid for 60 days. This proposal may be accepted by issuing a signed purchase order that specifically references "PO is subject to the terms and conditions of the Texas DIR-CPO-5433 contract and Motorola's proposal."

Any questions Waller County Sheriff's Office (WCSO) has regarding this proposal can be directed to Brandon Casanova at 337-354-5872, or Brandon.casanova@motorolasolutions.com.

Our goal is to provide Waller County with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution and we look forward to continuing to work with you to develop and implement a solution that meets your needs.

Sincerely,



Chris Matthieu
Areas Sales Manager

Motorola Solutions, Inc

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Solution Summary

After carefully reviewing the Waller County Sheriff's Office (WCSO) requirements for improved radio communications, Motorola Solutions, Inc. (Motorola Solutions) has prepared this firm proposal to provide WCSO with a new Exacom logging solution.

Our solution addresses the latest requirements for multimedia recording, specifically optimized for P25 and 9-1-1 environments. The proposed Exacom HindSight 600 Series Multimedia Recording solution meets WCSO's immediate needs.

Exacom Advantage

With 40 years of experience and thousands of mission-critical deployments globally, Exacom provides industry-leading flexibility:

- **Multimedia Support:** Analog, RoIP, VoIP, Text/SMS, and Screen Capture.
- **Security:** Unique architecture allows secure sharing between organizations while maintaining independent recorder functionality.
- **Lifecycle Management:** Comprehensive support including software assurance, hardware warranties, and proactive software patches.

Proposed System Configuration

The **HindSight 600 Series** recording system for Waller County is designed as an on-premise solution to support 911 use cases, Viper SIP integration, and Mitel VoIP telephony. It will capture communications across radio and telephony platforms to provide comprehensive oversight for 6 total users.

- Records Motorola P25 radio including 11 talkpaths
- Captures up to 16 analog/POT's/Ringdown lines
- Capacity for 6 concurrent 911 calls
- Motorola P25 AIS integration captures radio traffic, eliminating need for physical console integration
- Viper integration supports 911 calls, admin calls, and text-to-911 features.
- Mitel VoIP integration via Mitel border gateway with SRC.
- Tyler CAD integration included
- 6TB NAS option included for archival backup.
- Provides concurrent access for up to 6 users to manage and review recordings

System Diagram

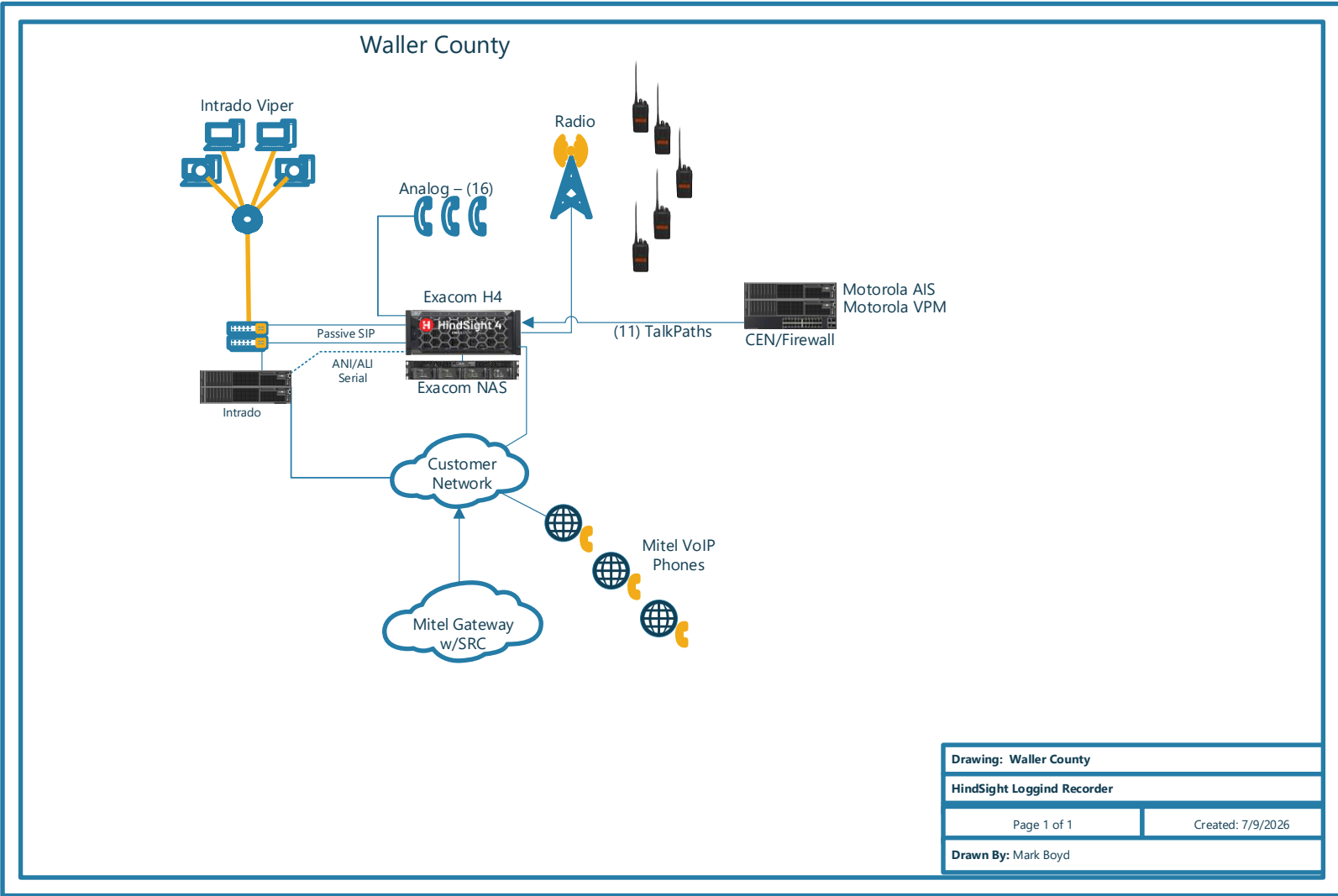


Figure: System Diagram – Waller County Logging Solution

Motorola Offering

Motorola will support WCSO operations by providing the following hardware, software, and support services :

- One (1) Exacom Hindsight 600 Series Logger
- One (1) Dual NIC Card
- One (1) Hindsight Viper NG911 Passive SIP integration
- One (1) Hindsight Motorola P25 AIS Interface Module
- One (1) Hindsight Mitel Integration with Mitel Border Gateway
- One (1) Hindsight ALI/ANI Server
- Six (6) Concurrent User Client License
- Eight (8) Hindsight Single-Channel VoIP SW License
- Eleven (11) Hindsight Single-Channel P25 RoIP License
- One (1) Hindsight 16-Channel Analog Card (TAA)
- Sixteen (16) Hindsight Single Channel A/D SW License
- One (1) Hindsight CAD Integration- Tyler New World (one-way)
- One (1) Hindsight 20/600 Series Storage Backup Solution; 6TB RAID 5
- One (1) ExaHealth Automated Health and Monitoring Service
- One (1) ExaBackup Automatic Backup Utility
- ExaCare Essentials Post Warranty Support for Five (5) Years
- Installation and Implementation Services
- Onsite Logger Training

The Motorola solution offers new and enhanced capabilities for future growth, as well as full compliance with current industry standards and best practices.

Solution Components

The proposed solution hardware and software are described below:

Archiving Interface Server (AIS)

The Motorola MCC7500 AIS solution consists of the following:

- MOTOROLA VOICE PROCESSOR MODULE
- MCC 7500 SECURE OPERATION LICENSE
- MCC 7500 – MCC 7100 OTEK OPERATION LICENSE
- MCC 7500 AIS SOFTWARE LICENSE
- Z2 MINI G9 WORKSTATION

Capturing and Logging Audio

The proposed console system includes a logging recorder subsystem that enables the recording and replay of audio and other information associated with real-time conversations over the network. These capabilities provide Waller County's personnel with clear audio and enough information to easily understand the context and content of any recorded transmission.

This proposal includes a logging recorder that record simultaneous conversations coming through the Archiving Interface Server (AIS).

In addition to recording audio, the logging recorder has the ability to capture the following information, if supported:

- Talkgroup and channel information
- User identification, such as unit ID and alias
- Call type, such as Talkgroup Call, Telephone Patch Call, and Emergency Call
- Non-voice events, such as Call Alerts, Radio Status Check, and Radio Message

Upon playback, this information can be displayed and searched to retrieve a desired call. The logging recorder's capacity is based on the number of radio transmissions it needs to record simultaneously, not on the number of channels that it can record.

A call can be saved either as a complete call (audio and any information associated with the call) or as a simple .wav file. Files saved as complete calls must be played using the application included with the logging recorder. Files saved as .wav files can be played on any application that supports them.

Record and Replay of Archived Calls

The logging recorder for Waller County is an IP-based recorder that can record all IP traffic sent to it. It provides Waller County with the capability to record audio at the same level of quality as that heard at

the dispatch position. In addition, it can record information associated with the call beyond just the audio.

A replay station can access recordings on multiple recorders, even ones that are not being used with the AIS. This provides the user with a complete view of everything being recorded from a single point.

Management of Logging Recorder Subsystem

Security and fault management for the logging recorder subsystem are configured and managed by a common administration application, residing on either a playback station or a dedicated PC.

Administrative personnel can use the management controls of the logging recorder subsystem to configure how calls are recorded.

On a global level, administrators can define which calls are recorded by which agency or department. On a more granular level, administrators can define the following recording behavior:

- Which talkgroups and conventional resources to record and which resources are critical.
- Whether secure calls are recorded.
- What access rights are assigned to replay station user accounts.
- What operational characteristics are assigned to the recorders (for example watermark limits for the recording media, or what to do when the recording media fills up).

Long-Term Logging Port

The long-term logging port allows an external logging recorder to be connected to a dispatch console. Long-term audio recording is used to record a portion of the inbound and outbound audio present on a specific dispatch position. These recordings are typically archived for long-term storage, and provide a historical record of the radio communications made at a given dispatch position.

The long-term logging port can be configured to log any combination of these audio sources, such as:

- Audio received from a currently selected radio.
- Microphone audio being transmitted by this dispatcher to the currently selected or unselected radio resources.
- Any tones generated by the dispatch position that appear in its speakers (trunking tones, emergency tones, etc.) or tones generated by an external paging encoder.

This output may be used with an instant recall recorder as well as a long-term logging recorder.

Exacom HindSight Logging Solution

The product description gives an overview of the features and benefits of HindSight. Please refer to the Summary of Offer section listing features and functions that are included in this bid.

Introduction to HindSight

Public safety agencies rely on accurate communications records for daily operations, investigations, compliance, training, quality assurance, and after-action review. As communications environments have become more complex, those records often span several systems, including call handling, dispatch, CAD, radio, and records platforms.

The proposed HindSight solution is designed to provide a reliable, secure, and searchable recording environment for the agency's current communications systems. In addition to capturing and preserving required recordings, HindSight supports the broader need to maintain usable operational context around those communications, including metadata, timestamps, system identifiers, and related event information where available.

This approach helps reduce the effort required to locate, review, and understand communications after an event. It also provides a practical foundation for future operational needs as the agency's technology environment continues to evolve.



Figure: Exacom GUI

Solution Overview

HindSight provides a centralized platform for capturing, storing, searching, replaying, and managing public safety communications. The system supports recordings from radio, telephony, call handling, dispatch, and other integrated sources, depending on the agency's environment and selected scope.

The purpose of the solution is not only to retain audio, but to make communications easier to find and review when they are needed. By capturing audio alongside available metadata and system information, HindSight helps users better understand the communications associated with a call, incident, channel, user, or time period.

This is especially important in environments where information may otherwise be spread across multiple systems. HindSight provides a consistent place to access and review communications records, reducing the need to manually reconstruct events from separate sources.

Supported Recording Interfaces

HindSight supports a broad range of recording interfaces across public safety communications environments, helping agencies capture and organize communications data from the systems that support daily operations. Public safety events often move across multiple platforms, including 911 call handling, dispatch, CAD, radio, broadband push-to-talk, QA/QI, records, and related operational systems. HindSight is designed to help preserve those communications and associated data sources in a unified recording, search, playback, and incident review platform.

This approach supports more than basic audio retention. By bringing available voice, radio, CAD, call handling, dispatch, and related system information into a centralized review environment, HindSight helps agencies reduce the effort required to locate communications, understand how events unfolded, and review activity across the broader response lifecycle. The result is a more usable communications record that can support investigations, training, quality assurance, compliance, and after-action review.

Interface Category	Supported Systems / Examples
Phone & VoIP Systems	Analog, SIP, Avaya Aura SIP/H.323, Cisco SIP, Mitel
Radio & RoIP System	Motorola Solutions ASTRO P25
CPE / Call Handling Equipment	Motorola Solutions VESTA and CallWorks, Carbyne, NGA911
Dispatch Consoles	Avtec Scout, Motorola Solutions MCC7500, MCC7500E, AXS Consoles, and APX 7500

Mission-Critical Push-to-Talk / MCPTX	Samsung / FirstNet direct-to-LTE servers, Ericsson / Frontline direct-to-LTE servers, Catalyst IntelliLink Interworking, Etherstack Agency Onboarding Router, ESChat Cloud-to-Cloud
Computer-Aided Dispatch / CAD	Motorola FLEX, CentralSquare CAD, Hexagon Intergraph CAD / I-CAD
Quality Assurance / QI Platforms	AQUA, Frontline QA Tracker, GovWorx CommsCoach

The interfaces above represent available HindSight integration categories and examples. Specific recording interfaces, features, metadata capture, workflows, and data availability may vary based on the purchased options, system design, licensing, deployment model, call flow, source system configuration, and third-party integration requirements. Some capabilities listed in this section may reflect available integrations with third-party systems that are not included in the proposed solution unless specifically identified in the quote, or approved scope of work.

Recording Platform

HindSight 600 Series Recording System

The proposed HindSight server is built on a commercial off-the-shelf Supermicro SuperChassis platform, providing agencies with a reliable, serviceable hardware foundation for mission-critical recording. The chassis supports enterprise-grade components, including hot-swappable storage bays, redundant high-efficiency power supplies, front-panel system indicators, and dedicated cooling fans designed to support continuous operation. Using COTS hardware helps reduce reliance on proprietary server platforms, supports maintainability, and provides a practical path for lifecycle refreshes as hardware ages or agency needs evolve.

Feature	Description
Form Factor	4U 19" rack mount server / tower chassis
Platform	Supermicro SuperChassis
Operating System	Windows Server 2016, 2019, or 2022
Storage	3x 2TB SSD drives configured as RAID 5, providing approximately 4TB usable storage
Processor	Single processor; Intel® Xeon® processor 4309Y
RAM	32GB



Dimensions	Height: 17.8" (452 mm); Depth: 25.5" (647 mm), with extra depth required for cables; Width: 7" (178 mm)
Weight	62 lbs (28.1 kg)
Power	1U, redundant, Titanium power supply; input voltage of 100–127 V AC, 200–240 V AC, and 240 V DC
Temperature	Operating: 41°F–95°F (5°C–35°C); Storage: -40°F–158°F (-40°C–70°C)
Relative Humidity	Operating: 8%–90% non-condensing; Storage: 5%–95% non-condensing
Included Peripherals	CD/DVD, keyboard, and mouse

Exacom Features & Functionality

HindSight is designed to make recorded communications easier to access, manage, review, and protect. Through a secure, browser-based interface, agencies can search across recorded sources, replay synchronized audio and media, organize related recordings into incidents, manage users and permissions, preserve evidence, and export records for review or release. The platform brings day-to-day operational workflows, administrative controls, and evidentiary safeguards into one centralized system, helping agencies reduce manual effort while improving visibility, accountability, and control.

Access Without Added IT Burden

No Dedicated Client Software

HindSight provides access through a secure, browser-based HTML5 interface, eliminating the need for dedicated client software or separate access platforms. Authorized users can search, review, manage, and export recordings, simplifying deployment and reducing IT overhead.

HTTPS/TLS Encryption

Browser-based access is protected using HTTPS/TLS encryption to help secure communications between the user's workstation and the HindSight platform(s). This supports safe access to recordings, administrative tools, and system functions while helping protect sensitive audio and metadata in transit.

Evidentiary Grade Recordings & Audit Logs

All recordings are stored in secure, tamper-evident formats. Any attempt to alter or delete audio files is logged and flagged, preserving the integrity of evidence for legal or investigative use. The system maintains detailed audit logs of every user action—such as login, playback, export, or configuration changes—which can be reviewed at any time for compliance or incident investigation.

Audit ID	Time	Audit Details
2076	05/21/2025 10:45:34	User ID: 44 Logged on From: 131.239.127.34
2075	05/20/2025 11:42:30	User ID: 44 Logged on From: 131.239.127.34
2074	05/13/2025 12:07:16	User ID: 44 Logged on From: 131.239.127.34
2051	05/12/2025 14:35:22	A bookmark has been added to record: 1334683
2050	05/12/2025 14:35:14	A bookmark has been added to record: 1334683
2049	05/12/2025 14:34:08	A bookmark has been added to record: 1334685

Figure: Comprehensive Audit Log

Secure System Control

Administrators can manage users, permissions, system settings, audit logs, and configuration tools from the same interface used for search and playback. This gives agencies one consistent place to oversee system activity and maintain control across users, departments, and workflows.

Role-Based Access Controls

HindSight allows agencies to assign permissions based on user roles, responsibilities, or departments. Administrators can control which recordings, features, and system settings each user can access, helping ensure personnel only interact with the information and tools appropriate to their role.

Cascading Permissions

Permissions can be configured at the group or user level, allowing agencies to apply broad access rules while still supporting more specific exceptions when needed. This helps simplify administration while maintaining granular control over sensitive recordings and system functions.

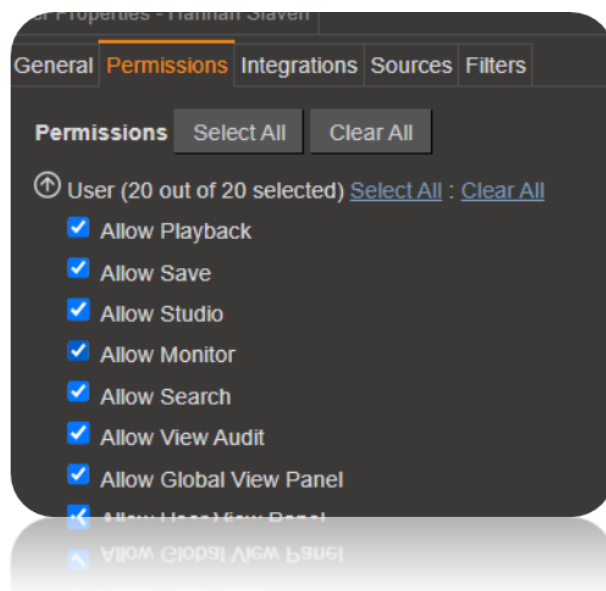


Figure: Cascading Permissions Functionality

User Authentication

Every user must authenticate with a unique login, and password complexity requirements can be enforced. HindSight supports single sign-on (SSO) via Active Directory for enhanced security and ease of management.

Audit Log Review

Administrators can review detailed audit logs to monitor system activity, including user logins, playback, exports, configuration changes, and other key actions. This supports accountability, compliance review, and investigation of system activity when needed.

Playback Built for Fast Review

Instant Recall / Instant Playback

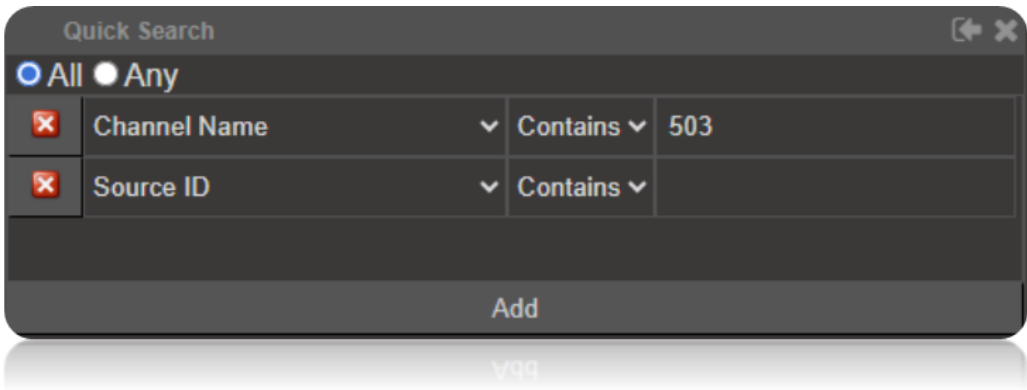
Authorized users can quickly access recent recordings for immediate review, which is especially useful for supervisors, QA, and active incident follow-up.

Live Monitoring

Depending on the deployment and configuration, users can access near real-time or low-latency audio review to support operational awareness.

Fast, Accurate Search & Filter

HindSight empowers agencies with fast, flexible access to recordings through an intuitive and powerful search experience. Whether locating a single call or building a full incident timeline, users can search across multiple data points—such as caller information, incident numbers, or timeframes—with precision and ease.



Search by Multiple Attributes

The platform is designed to reduce the time it takes to find and retrieve critical communications, which is essential for QA, investigations, and transparency. Search results are presented in a clear, sortable format and can be filtered, flagged, and saved for future use. These capabilities allow dispatch supervisors, analysts, and administrators to respond faster to public records requests, audit events with confidence, and proactively monitor performance. With HindSight, search isn’t just a technical function—it’s a tool for improving service delivery, reducing workload, and strengthening accountability.

Channel Name ▾	Source ID ▾	Storage Alias	
CoP		(Select All)	
CoP	43	1	r 01
CoP	4	2	r 01
CoP	47	3	r 01
CoP	41	4	r 01
CoP	24	5	r 01
		6	r 01
		7	
		8	

Figure: Quickly Filter and Sort Columns

Synchronized Multi-Channel Playback

Playback across related recordings can be synchronized so users can hear calls, radio traffic, and other communications in the order they occurred, making incident reconstruction faster and more accurate.

Automatic Gain Control

Audio levels can be adjusted to improve listenability across recordings with inconsistent volume.

Find, Group, and Review Faster

Organize Recordings with Tags

Agencies can tag recordings with identifiers like CAD incident numbers, “HIPAA,” “confidential,” or other operational keywords. This makes it easy to filter, organize, and retrieve recordings for specific cases, compliance needs, or sensitive topics.

Highlight Key Moments with Bookmarks

Bookmarks let users annotate specific points within a recording—such as marking segments for QA review, incident reconstruction, or important events. They streamline searching and help staff quickly return to critical audio segments within lengthy recordings.

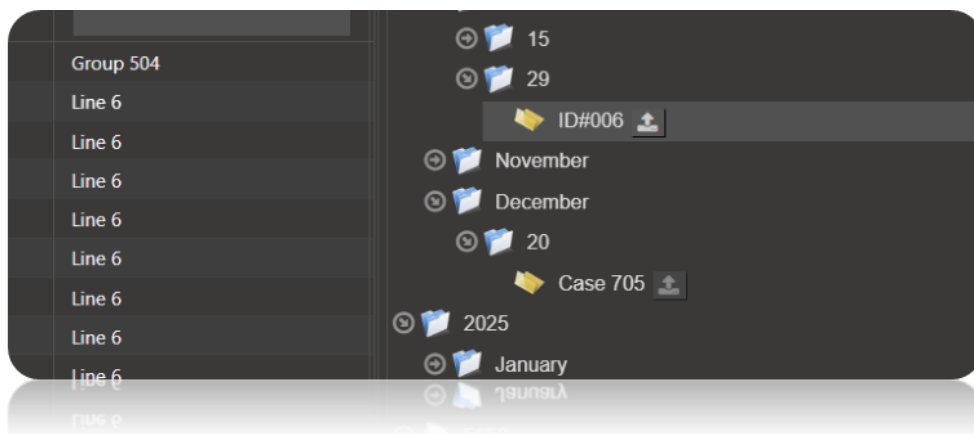


Figure: Intuitive Playback & Bookmarks

Easy Records Requests

Incident Reconstruction

HindSight lets users quickly assemble all recordings related to an incident by searching across channels, dates, and times. Once grouped, users can review the incident timeline, add notes, and organize relevant audio. For collaboration or evidence sharing, secure links to incident recordings can be generated and sent to authorized parties, streamlining access and review.



HindSight lets users quickly assemble all recordings related to an incident by searching across channels, dates, and times. Once grouped, users can review the incident timeline, add notes, and organize relevant audio. For collaboration or evidence sharing, secure links to incident recordings can be generated and sent to authorized parties, streamlining access and review.

Manual Audio Redaction

The proposed software features a built-in Redaction Studio that allows users with the proper permission to redact sensitive information without having to use third-party software or open a different window. The software only allows downloaded copies of audio to be redacted; at no point is the original recording altered.

Audio recordings are loaded into the redaction studio and are transformed into a visual waveform for intuitive playback, selection, and redaction. Users can adjust playback speed, zoom in and out in the waveform, and adjust audio volume as needed. A variety of redaction options, like cut, silence, and beep tone, can be leveraged based on the specific situation and need.



Figure: Audio Redaction

Exporting Recordings & Incidents

Users can export recordings in common audio formats (WAV, MP3) along with associated metadata for evidentiary or training purposes. Secure links to recordings can also be generated and shared.

Retention That Supports Compliance and Control

Retention Policy Management

Configure retention rules to align with agency policies, legal requirements, and storage management needs. This helps ensure recordings are kept for the appropriate period and removed according to approved retention schedules when they are no longer needed.

Motorola Solutions Ecosystem Support

HindSight integrates with more than 85 communications platforms, helping agencies bring radio, telephony, CAD, dispatch, call handling, and other recorded sources into a single pane of access for recording, search, playback, and incident review. This reduces silos between systems and gives authorized users a more complete view of communications activity during investigations, QA, training, after-action review, and records requests.

As part of the Motorola Solutions ecosystem, HindSight is positioned to support a more connected approach to public safety communications data. Agencies can capture clean audio and available system metadata from Motorola and third-party environments while maintaining flexibility to support the systems already in place today. This allows HindSight to serve as both a reliable recording platform and a practical foundation for preserving operational context across the broader response lifecycle.

The platform is also designed to grow beyond what an agency needs to record today. As communications environments evolve, agencies can add new integrations, data sources, deployment models, and capabilities without replacing the core recording platform. Built to operate within major public safety ecosystems, including Motorola environments, HindSight helps reduce integration risk while supporting future modernization, lifecycle planning, and deeper ecosystem alignment over time.

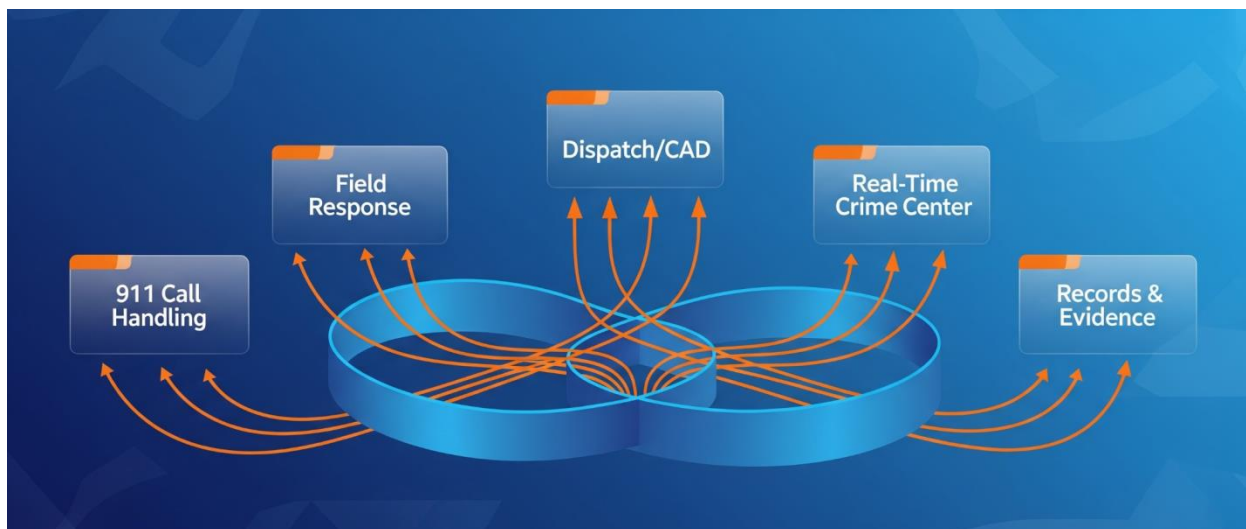


Figure: Motorola Ecosystem Support

Flexible Deployment Options

HindSight is available in several deployment models to support different agency environments, IT strategies, and operational requirements. Available options may include on-premise, hybrid managed, and cloud-native deployments. The final deployment model, architecture, and included services are based on the specific scope, quote, and system design proposed for each customer.

WCSO HindSight Deployment consists of the following:

On-Premise Deployment

HindSight may be deployed on dedicated recording infrastructure within the customer's environment. This model supports local control of the recording platform while providing access to HindSight's core search, playback, export, incident management, and administrative features.

System Monitoring Capabilities

For customer-managed HindSight deployments, including on-premise server and customer-supplied VM environments, Motorola Solutions provides built-in monitoring tools that help agencies maintain visibility into their system health and recording activity. While the customer retains responsibility for managing the local infrastructure, HindSight includes monitoring capabilities designed to help customers identify potential issues before they impact recording continuity.

Real-Time Fault Monitoring

HindSight provides continuous monitoring of key system functions and recording activity, including channel status, service health, and system processes. This operational health monitoring generates alerts based on system status and configured thresholds, enabling administrators to quickly identify and respond to issues like channel inactivity or service interruptions, thereby ensuring day-to-day recorder performance.

SNMP and Email Alerts

HindSight can send alerts through SNMP traps and/or email notifications, allowing agencies to route system health information to internal IT teams or existing network monitoring tools.

Customer-Controlled Visibility

In customer-managed deployments, monitoring is designed to support the agency's internal oversight of the system. Agencies can use HindSight's monitoring tools to track recorder health, investigate alerts, and coordinate with Motorola Solutions Support when assistance is needed.

Cybersecurity

SOC 2 Type II-Aligned Controls

HindSight is supported by SOC 2 Type II-audited controls that help demonstrate secure handling of customer data, system access, and service delivery processes.

NIST-Aligned Security Practices

The solution is designed to support NIST-aligned security expectations, including practices associated with NIST 800-53 and NIST 800-171. This helps agencies address cybersecurity review, procurement requirements, and public safety compliance expectations.

JITC-Tested Deployment Standards

HindSight 4 Release 4.5 is listed on the DoDIN Approved Products List through December 2027 after interoperability and cybersecurity testing. This supports confidence in the solution's use across demanding, security-conscious environments.

Secure Development & Security Testing

HindSight is developed with security testing practices designed to identify and reduce known software risks before they impact the platform. This includes static and dynamic software security scanning, along with review of third-party software and hardware components.

Software Patches & Security Updates

With active maintenance coverage, HindSight receives ongoing software maintenance releases and security patches. This helps keep the recording platform current and reduces the risk of unsupported or outdated software becoming a security concern.

Backhaul Requirements

Preliminary network and backhaul link specifications are provided below.

Bandwidth:

The bandwidths referenced are the minimums that need to be provided to ensure the performance of a fully utilized site. The port speed and/or internal backhaul network may need to be greater to ensure the jitter specification is met.

Simulcast subsite to Master site ≥ 10 Mbps

Tolerance to Backhaul Network Congestion or Outage:

- Repeater Site Links : 2 seconds
- Console/NM Dispatch Site Links: 1.2 seconds

Detection and Convergence:

An outage detection mechanism is required to efficiently converge traffic over to alternate paths. As a result, Bidirectional Failure Detection (BFD) is used to assess and inform link- state between site link endpoints.

- Site Links: 300ms interval x 3, or 900ms
- BFD packets are marked as IP-Precedence/Class Selector 6.

Link Latency:

Latency or IP Packet Transfer Delay is defined per RFC 2681.

- Trunked repeater site to Dispatch site: 100ms; late join < 92ms
- Dispatch site to Trunked Repeater site: 70ms; late join < 37ms
- Site Link: <10ms
- Subsite Link: < 10ms

Jitter:

The measurement method for jitter is based on RFC 3393 (Section 2.4) and ITU-T

Recommendation Y.1541. RFC 3393 specifies the calculation of inter-packet delay variation (IPDV). ITU-T Y.1541 uses IPDV to calculate jitter. All jitter specifications are 99th percentile values. The jitter specification must apply when passing standard 1500 byte packets.

- Console site to Master site ≤ 20 ms
- The jitter budget needs to be kept to 20 ms* or less.
- *Jitter limits mentioned above are a 99th percentile value and are based on Y.1564 method of calculation

Packet Loss:

This refers to "Type-P-One-Way-Packet-Loss" as defined in RFC 2680, section 2.4.

In the context of audio for the ASTRO 25 network, reordered packets are also considered packet loss.

- All link types $\leq 0.01\%$
- Packet loss is defined per RFC 2680. The specification for end-to-end packet loss is no more than 0.01%.
- Recommended MTU size 2048. At the very least, support jumbo frames (no fragmentation)
- All MPLS traffic must be encapsulated in an 802.1q VLAN tag. Additional MPLS specifications will be provided by Motorola during the Design Review with customer.

QoS Mechanisms:

Four QoS levels are recommended for optimal user experience, but at least 2 are required.

The following QoS mechanisms are supported:

- Layer 3 (ToS or DSCP)
- Layer 2 (802.1p Priority)

Committed Information Rate:

- Motorola recommends allocating at least 5 Mbps throughput on the links dedicated for ASTRO traffic. The bandwidth specifications will be further discussed during the customer design review process.
- For Layer 2 connectivity, the customer is responsible for and will provide the dark fiber connectivity between sites.
 - Specification:
 - Transparent Layer 2 Path
 - MTU of 2048
 - Single-Mode or Multi-Mode Fiber. Maximum distance for Single-Mode fiber is 10 km while for Multi-Mode fiber is 0.5 km.

Power Calculations

	QTY	Power Factor (Pf)	AC Volts	Unit Amps	Unit Watts	Unit VA	Unit BTU	Total Amps	Total Watts	Total VA	Total BTU	Total Outlets	Simplex (Single) Outlets	Dedicated Breakers	Motorola Part Number / Notes
Ancillary Site Equipment (Rack Mount)															
NM/Dispatch Gateway (SRX345 - 7,18 and beyond)	1	0.95	120	1.07	122	128	416	1.07	122	128	416	1	1	1	SQM01SUM0205 /
NM/Dispatch LAN Switch EX4100	1	0.95	120	0.67	76	80	261	0.67	76	80	261	1	1	1	CLN1856
AIS-VPM	1	0.95	120	0.40	46	48	156	0.40	46	48	156	1	1	1	B1933A
AIS-PC	1	0.95	120	1.70	194	204	661	1.70	194	204	661	1	1	1	TT3225
IP Logging Recorder (Exacom)	1	0.95	120	6.70	764	804	2607	6.70	764	804	2607	1	1	1	SQM01SUM0194A / CA01448A
UPS for the logging recorder	1	0.95	120	5.00	570	600	1945	5.00	570	600	1945	1	1	1	Various, amps for recharging only
Manual Addition	0	0.95	0	0.00	0	0	0	0.00	0	0	0	0	0	0	
ANCILLARY TOTAL								15.54	1772	1865	6046	6			
UPS size (adds 20% for Utility Fluctuations)								18.65	2126	2238	7256	7			
25% Percentage for Future Expansion								23.31	2657	2797	9070	9			



Statement of Work

This Statement of Work (SOW) defines the deliverables to be provided to Waller County for the implementation of an on-premise HindSight recording solution. The tasks outlined herein will be performed by Motorola Solutions, its subcontractors (if applicable), and the Waller County to deploy the system as described in the System Description. This document details the activities required for installation and configuration, identifies applicable implementation standards, and clarifies the responsibilities of both Motorola Solutions and the Waller County throughout the project.

Site Name	Major Equipment
Waller County Dispatch – Primary Communications Center	Exacom HindSight Series 600 Logging Solution

Specifically, this SOW includes:

- A definition of roles and responsibilities for Motorola Solutions and the Waller County.
- Key assumptions made during project planning and system design.
- An overview of installation, configuration, and system validation activities.

This SOW reflects the current understanding of the work required to ensure a successful deployment of the HindSight on-premises solution. It is based on known site conditions, infrastructure, and integration requirements at the time of development. Any changes to site conditions, system scope, or technical requirements may require updates to this SOW and associated pricing.

Responsibility Matrix

This Statement of Work (SOW) describes the deliverables to be furnished to WCSO. The tasks described herein will be performed by Motorola Solutions, Inc., its subcontractors, and the Customer to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for Motorola Solutions and the Customer during the project implementation. The responsibility matrix specifically details the required actions by each party:



Tasks	Motorola Solutions	Waller County
PROJECT INITIATION		
Execute contract and distribute contract documents	X	
Assign Motorola/Exacom Project Manager as single point of contact	X	
Assign Motorola/Exacom project resources	X	
Assign Waller County project contacts		X
Schedule project kickoff meeting	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting		
PROJECT ADMINISTRATION		
Ensure required project meetings are conducted	X	X
Maintain project schedule and milestones	X	
Record and distribute status meeting minutes	X	
Complete assigned project tasks per schedule	X	X
Provide timely access, decisions, and approvals		X
Submit project milestone completion documentation	X	
Review and approve project milestones		X
Deliverable: Completed and approved project milestones throughout the project		
PROJECT KICKOFF		
Introduce project team and review roles	X	X
Review project scope and objectives	X	X
Review Statement of Work responsibilities	X	X
Review high-level project schedule	X	X
Schedule Design Review	X	X
Deliverable: Completed project kickoff and scheduled Design Review		
DESIGN REVIEW		
Review operational and recording requirements	X	X
Define scope of logging (radio, telephony, IP, integrations)	X	

Tasks	Motorola Solutions	Waller County
Present system architecture and design	X	
Define network, security, and infrastructure requirements	X	X
Present preliminary installation plan	X	
Present cutover approach and migration methodology	X	
Validate site readiness assumptions	X	X
Approve final system design		X
Execute Change Order for material scope changes	X	X
Deliverable: Finalized design documentation including any applicable Change Orders		
SITE PREPARATION AND DEVELOPMENT		
Provide space, power, and environmental requirements	X	
Provide rack space, power, grounding, HVAC, and network connectivity		X
Provide IP addressing, VLANs, and firewall rules		X
Ensure sites are ready for installation		X
Validate site readiness	X	X
Deliverable: Site information and preparation requirements completed for each site		
EQUIPMENT SHIPMENT & STORAGE		
Ship Motorola equipment	X	
Provide secure delivery and storage location		X
Receive and inventory equipment	X	X
Deliverable: Equipment received and ready for installation		
SYSTEM INSTALLATION & CONFIGURATION (Exacom Logger)		
Install HindSight hardware components	X	
Configure recording services and channels	X	
Configure encryption and security settings as applicable	X	
Provide network connectivity to recorder		X
Provide access to equipment during installation		X

Tasks	Motorola Solutions	Waller County
Verify audio and data flow	X	X
Document as built configuration	X	
Deliverable: Logging system installed and configured		
SYSTEM OPTIMIZATION & TESTING		
Optimize system performance and recording quality	X	
Verify recording functionality	X	
Conduct functional acceptance testing	X	X
Document testing results and punch list items	X	
Approve functional acceptance results		X
Deliverable: Functional testing completed and approved		
TRAINING		
Finalize training schedule	X	X
Conduct administrator and user training	X	
Ensure staff attendance and prerequisites		X
Provide training facilities (if applicable)		X
Deliverable: Training coursework completed		
CUTOVER & GO LIVE		
Finalize cutover plan	X	X
Conduct cutover coordination meeting	X	X
Migrate recording services to new system	X	X
Validate system operation post cutover	X	X
Resolve punch list items	X	X
Approve cutover completion		X
Deliverable: Migration to new solution completed and punch list items resolved		
TRANSITION TO WARRANTY & FINAL ACCEPTANCE		
Provide warranty and support documentation	X	

Tasks	Motorola Solutions	Waller County
Transition system to support operations	X	
Provide final as built documentation	X	
Review and approve documentation		X
Execute Final System Acceptance		X
Deliverable: All required documentation provided and approved; Final System Acceptance completed		

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 Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

Assumptions

Motorola Solutions has made several assumptions in preparing this proposal, which are noted below. To provide a firm quote Motorola Solutions will need to verify all assumptions or seek alternates if any are invalid.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56 - Standards and Guidelines for Communication Sites.
- Appropriate emergency backup or UPS power systems are currently available or shall be provided by the Waller County.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, appropriate internet access, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Waller County.
- Any necessary demarcation points are defined as the Motorola Solutions-provided equipment. This includes demarcation for the following services:
 1. 120VAC Power & Circuits.
 2. Backup Power.
 3. Grounding.
 4. Communication Circuits and backhaul links between sites.

- Approved Local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the Waller County.
- Any required system interconnections not specifically outlined here will be provided by Waller County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola Solutions-provided receiver(s). Should your system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.
- No decommissioning or removal of existing equipment is included in this scope.
- No additional networking equipment is proposed; Motorola Solutions assumes existing network infrastructure can support the solution.
- Waller County must ensure sufficient bandwidth is available to support real-time recording, retrieval, and administrative functions without performance degradation. Minimum of 1.5Mbps per audio stream.
- Waller County is responsible for ensuring adequate rack space, power, cooling, and network drops are available at all locations prior to installation.
- Waller County will coordinate access to PSAPs, network environments, and third-party vendors (CAD, radio, CHE) for integration and testing.
- Full system functionality assumes all required integration interfaces are available and configured according to Motorola standards.
- CAD integration requires the CAD system to export XML files to a shared location.
- Secure remote access will be implemented using VLAN segmentation and white-listed IPs.
- MFA and Active Directory integration are supported; Waller County must provide AD details and approve firewall configurations.
- Waller County will be responsible in routing all audio resources to the Motorola Solutions-provided Exacom logging recorder. Demarcation point is at the existing punchblocks.
- Archiving Server Interface (AIS) is included in this proposal.
- Existing Playback Stations will be used.
- A Performance Bond is not required.
- Union labor is not required.
- Prevailing wages are not required.
- Work is performed on non-holidays during normal business hours, Monday-Friday, 0800-1700.
- Any changes in design, scope, and schedule would be handled through a change order process.
- No Aux I/O capability is being provided
- No coverage guarantee is included in this proposal.
- Backup power is the responsibility of WCSO.
- Motorola's demarcation point is defined as the back of the logging recorder and/or other server hardware supplied.
- WCSO is responsible for providing appropriate connections to remotely configure the Exacom logging recorder (if needed).

- All audio and LAN connections should be terminated at the back of the logging recorder, unless specified elsewhere in this document.
- WCSO is responsible for ensuring the availability and proper function of any data feeds being utilized for capture by the recording system including but not limited to ANI/ALI, Caller ID, CTI up to and including the demarcation point whether hard point or LAN based.
- Existing subscribers programming and configuration is not included in this proposal.
- Redbox logger will be decommissioned after cutover to the Exacom logger.
- WCSO is responsible for removing any decommissioned equipment.

Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that the Customer's solution will operate according to its design, and increase the efficiency and accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.

A sample plan is shown below.

Exacom Acceptance Test Plan (ATP) Version 3.0

Site: _____

Acceptance Test Plan format (ATP) accepted by: _____ Date _____

Acceptance Test Plan (ATP) Completed and Passed by: _____ Date _____

Description of Test	Test Applies	Pass	Fail	Installer	WCSO
Equipment Installation Acceptance	Y/N				
Servers and equipment installed properly:					
Cables neatly dressed:					
Cables and equipment properly labeled:					
Necessary wiring and labeling at punch blocks correctly installed:					
All boxes and packing materials cleaned up:					
Notes:					
Audio Source Test	Y/N				
Determine all audio sources that are expected to be recorded. See attached <i>spread sheet ATP Generic Sources List</i> :					
Perform test call at each audio source. Speak the audio source name (i.e. phone position/radio name) during the test. Verify recording for each source is identified correctly:					
Notes:					
Service and Alarm Manager. Requires Customer Provided SNMP Server	Y/N				
Determine all the faults that should be reported. See attached spread sheet ATP Exahealth List:					

Description of Test	Test Applies	Pass	Fail	Installer	WCSO
Trigger several faults and alarms on the Exacom server and ensure they are reported to the SNMP server:					
Audio storage backup to NAS	Y/N				
Audio backup location identified.					
Use file explorer from the recorder to browse to the NAS device. Confirm new EMC files are appearing with today's date.					
Logging Recorder Configuration and User Accounts	Y/N				
Completed configuring customer user accounts and user folders:					
Provided user accounts and passwords to customer:					
Test a remote computer for client log-in, playback, and download:					
Notes:					
Training	Y/N				
On-Site Training Provided:					
Delivered training and collected class roster:					

ATP ExaHealth Test

Test	Y/N
Determine all the required talk groups that are expected to be recorded. See attached <i>spread sheet ATP P25 Radio List</i> .	
Perform one test call in each talkgroup interest range set to be recorded.	
Test a talkgroup that is not set to be recorded. Confirm it does not appear in the recorder.	
Perform test call using several encrypted talk groups and verify the audio is clear:	
Perform radio group call and verify it recorded and is identified as a group call:	
Perform radio emergency call and verify it recorded and is identified as a emergency call:	
Using console perform group patch call and verify it is identified a patch call:	
Verify radio alias displays correctly:	
Verify talk group alias displays correctly:	
Notes:	

Warranty Support & Lifecycle Services

Included with the purchase of Motorola Solutions equipment is a standard one-year manufacturer's limited commercial warranty to correct possible defects in materials and workmanship. It covers only the equipment supplied by Motorola Solutions. Warranty services will include repair service during normal business hours, Monday through Friday, excluding holidays observed by Motorola Solutions.

Today's IP-based, software-driven communications systems provide our customers with robust features and advanced applications which can lead to increased productivity and operational efficiency. The integration of third party software applications and Commercial-Off-The-Shelf (COTS) equipment provide benefits and flexibility, yet they also affect how these systems are managed and sustained. Multiple technologies and multiple vendors must now be addressed in a sustainment plan. Information Assurance, security, and technology obsolescence strategies must be taken into account.

Motorola Solutions has invested heavily in developing the resources, tools, policies and programs necessary to fully support and sustain these highly complex systems. Our plans have been designed to address the unique challenges involved in the sustainment of these IP based, multi vendor/technologies. Motorola Solutions has a proven track record providing comprehensive and effective sustainment plans. Each service offering is managed by a Motorola Solutions Customer Service Manager (CSM) who provides an experienced interface between our customers and the organizations providing service.

Post Warranty and Lifecycle Services

Motorola is proposing support services for five years as described below.

Exacom ExaCare Essentials Post Warranty

Support and Coverage

Motorola Solutions will serve as the primary point of contact for all service requests related to the HindSight recording solution, with integrated support provided by Exacom, a Motorola Solutions Company, as part of the Motorola ecosystem. Requests are triaged and directed to the appropriate technical resources to ensure timely and effective resolution. Hardware is supported with software updates and a hardware warranty for a maximum of 5 years. A hardware refresh is required before the system reaches 5 years old to continue support. Maintenance and support services are delivered under the ExaCare program as outlined in this SOW. Initial warranty coverage is included in the base system pricing. Optional multi-year support extensions are available to ensure continued access to technical support, software updates, and hardware maintenance for applicable recording infrastructure deployed within the Waller County environment.

Product Lifecycle and Updates

ExaCare is designed to keep the system operating on supported and secure versions throughout the term of the agreement. Software updates and system enhancements are delivered in alignment with Motorola Solutions ecosystem upgrade cycles, including radio, telephony, and supporting infrastructure platforms, to maintain compatibility and system integrity. Requests for upgrades outside of these coordinated lifecycle events may be evaluated separately and could be subject to additional fees. Updates provided under ExaCare are intended to maintain system performance, security, and compatibility. These updates are generally limited to existing system functionality and licensed features. New features, expanded capabilities, or system growth (such as additional channels, integrations, or applications) may require separate licensing or commercial agreements. Support services are structured to maintain system availability, ensure optimal performance, and minimize operational disruption. When required, Motorola Solutions will coordinate internally and with the Waller County to address issues across integrated environments, including radio, telephony, and CAD systems. The terms and conditions of this Statement of Work (SOW) are incorporated into and governed by Motorola Solutions' applicable Service Terms and Conditions, or any other agreement to which this SOW is attached and made a part thereof by reference.

Waller County Responsibilities

The Waller County has the following responsibilities for support of the HindSight recording system:

- Contact Motorola Solutions to initiate a service request.
- Provide relevant system information, including system configuration details (as applicable).
- Provide a primary contact name and phone number for coordination.
- Provide timely access to authorized personnel for troubleshooting and resolution activities.
- Allow secure remote access, as approved by the Waller County, to Motorola Solutions-managed systems for support, maintenance, and diagnostics.
- Maintain connectivity and access to the network environment required for proper system operation and support.

Remote access will be coordinated in accordance with the Waller County's security policies and procedures.



Motorola Solutions Responsibilities

Motorola Solutions has the following responsibilities for post-warranty support of the HindSight recording system:

- Respond to requests for support related to the restoration of a failed or degraded system.
- Collect relevant system and Waller County information, including system configuration details, customer name, and primary contact information.
- Generate and assign a support case number for tracking and communication.
- Triage the request and route it to the appropriate internal resources, including Exacom subject matter experts, for resolution.
- Monitor progress and drive the issue through to resolution, coordinating with the Waller County and any required third-party vendors.
- Provide Return Material Authorization (RMA) numbers for hardware requiring repair or replacement.
- Receive malfunctioning hardware, document its condition upon arrival, and manage repair or replacement activities.
- Repair or replace defective hardware components using commercially reasonable efforts, provided the equipment has been used under normal operating conditions.
- Return repaired or replacement hardware to the Waller County and provide status updates throughout the process.
- Identify and communicate “no trouble found” conditions or issues resulting from misuse, modification, or improper handling.
- Coordinate any required on-site support activities with the Waller County, including scheduling and scope of work.
- Upon arrival on-site, check in with the designated Waller County contact and provide updates throughout the visit.
- Deliver a summary of work completed, actions in progress, and any outstanding issues before departure.
- Provide a follow-up report, if required, documenting unresolved items and next steps.
- Provide guidance on any additional requirements or recommended actions identified during troubleshooting.
- Ensure all services are performed in accordance with defined Service Level Agreements (SLAs) and support program terms, as detailed in the **ExaCare Essentials: Service Levels and Response Times** table below.
- Close the support case upon confirmation that the issue has been resolved to the satisfaction of the Waller County.

ExaCare Essentials

Service Levels and Response Times

Priority Level	Description	Examples	Support Coverage	Response Time
Priority 1 (High)	Critical system impact	System not recording, missing recordings	8x5 (after hours: emergency support)	2 hours
Priority 2 (Medium)	Significant impact, system partially functional	Instances of missed recordings, unable to access recordings	8x5	4 hours
Priority 3 (Low)	Minor impact, system operational	Recording functioning but metadata incorrect, general system questions	8x5	24 hours
Priority 4 (Informational / Service Requests)	Non-critical requests	Settings changes, general inquiries	8x5	24 hours

After-Hours Support

Condition	Response
Priority 1 (High / Emergency)	Responded to immediately
Priority 2–4	Ticket logged and addressed next business day

Exacom Support Elements

Exacom Normal Support Hours of Operation and Contact

Normal Business Hours: 8 am to 5 pm M-F Eastern Time except for U.S. Holidays. Emergency Hours: Times outside Normal Business Hours

Exacom Support Services:

Phone: 603-228-0706, Option 1

Email: support@exacom.com

<https://exacom.freshdesk.com/support>

Onsite Support

Exacom will facilitate and quote onsite Support Services as can be provided by the Exacom Network of Support Technicians and Authorized Independent Dealers. Onsite maintenance will be quoted upon request. Rates will vary as result of response time requirements and other site variables such as location and product application.

Secure Access and Remote Diagnostic Capabilities

Exacom can provide remote diagnostics, system health checks, log reviews, act as user and provide remote support directly on the product provided a secure VPN is made available to Exacom from Customer. This level of access is required to provide a secure, higher level of remote support.

Return Material Authorization (RMA)

For defective hardware, a Return Material Authorization (RMA#) must be requested from Exacom Support Services during Normal Business Hours, prior to returning equipment for repair or servicing. Shipping costs, method and insurance for parts or systems shipped to Exacom are the responsibility of the Customer.

Advanced Replacement

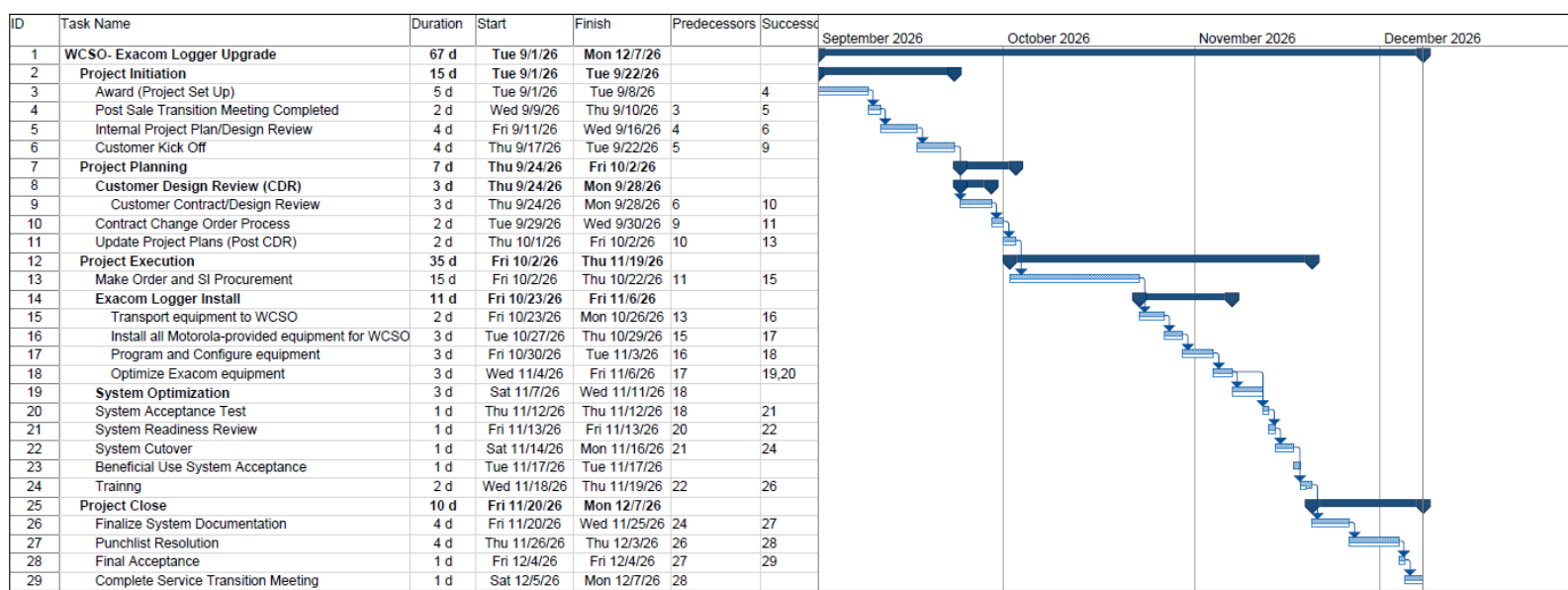
For some defective hardware advanced replacement may be an option. Advanced replacement is when a part is shipped to address a problem prior to the suspected bad part being returned under an RMA. If the bad part is not received in 10 days of RMA being issued, Customer will be charged for part as new. When not included as part of the support level purchase, all expedited shipping charges to complete an advanced replacement will be invoiced to the Customer.

Project Schedule

Motorola Solutions is providing an estimated project schedule to assist with planning and preparing for the work described in this document. This schedule is based on our experience implementing similar systems. The schedule will be adjusted as necessary to reflect WCSO's specific project needs identified during the project definition process.

Motorola estimates the project implementation to be approximately 2-4 months from Contract Execution to Final Acceptance. As part of the Design Review and Implementation Planning, the implementation project schedule will be fine-tuned by Motorola's Project Manager with WCSO.

A sample linear schedule is shown below.



Training

Exacom Training Classes

Successful implementation and ongoing use of any communications system are dependent on effective training. Motorola Solutions will deliver comprehensive onsite training by providing knowledgeable and experienced instructors, well-designed courseware, and integrated lab activities.

Training includes user and administrator training.

The Exacom courses below will provide attendees with a level of knowledge to use the system to its maximum potential:

- Logging Recorder Administrator Training: Training for up to six students at Waller County's site.
- User Training for up to six students.

Equipment List

SUB SYS	QTY	NOMENCLATURE	DESCRIPTION
Core Site	1	SQM01SUM0323A	ASTRO MASTER SITE
Core Site	1	CA03517AF	ASTRO CORE EXPANSION, AN2024.X
Core Site	1	UA00674AA	ADD: 1 CONSOLE OP: AXS, MCC7500/E OR AIS
Dispatch Center	1	B1933A	MOTOROLA VOICE PROCESSOR MODULE
Dispatch Center	1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
Dispatch Center	1	CA01220AA	ADD: MCC 7500 / MCC 7100 OTEK OPERATION
Dispatch Center	1	CA00288AB	ADD: MCC 7500 AIS SOFTWARE LICENSE
Dispatch Center	1	CA00182AB	ADD: AES ALOGRITHM
Dispatch Center	1	CA00245AA	ADD: ADP ALGORITHM
Dispatch Center	1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
Dispatch Center	1	DSF2B56AA	USB EXTERNAL DVD DRIVE
Dispatch Center	1	TT4270B	Z2 MINI G9 WORKSTATION GEN14 PROCESSOR
Dispatch Center	1	DDN9748A	19 INCH BLACK SHELF
Dispatch Center	1	CLN9066A	NETWORK SWITCH, JUNIPER EX4100 24-PORT NON TAA
Dispatch Center	1	T8639A	JUNIPER CONTROL ROOM FIREWALL
Records and Evidence	1	DS9000710	QUAD NIC CARD
Records and Evidence	1	DS9002308	HINDSIGHT MITEL INTEGRATION WITH MITEL BORDER GATEWAY
Records and Evidence	11	DS9002602	HINDSIGHT SINGLE-CHANNEL P25-ROIP LICENSE
Records and Evidence	1	DS9000701	HINDSIGHT 16-CHANNEL ANALOG CARD
Records and Evidence	1	DS900051302	HINDSIGHT 20/600 SERIES STORAGE BACKUP SOLUTION (TAA COMPLIANT) W/ HS BACKUP SW
Records and Evidence	1	DS9002295	HINDSIGHT MOTOROLA P25 AIS INTERFACE MODULE - 2021.X
Records and Evidence	1	DS900010107	HINDSIGHT 600 SERIES MULTIMEDIA RECORDING SYSTEM (TAA COMPLIANT)
Records and Evidence	1	PSV00S06387A	EXACARE ESSENTIALS FOR APPROVED RESELLERS (1 YEAR)
Records and Evidence	16	DS9002600	HINDSIGHT SINGLE-CHANNEL A/D SW LICENSE
Records and Evidence	8	DS9002601	HINDSIGHT SINGLE-CHANNEL VOIP SW LICENSE
Records and Evidence	1	DS9002301	HINDSIGHT CAD INTEGRATION - TYLER NEW WORLD (1-WAY)
Records and Evidence	6	DS9002412	HINDSIGHT CONCURRENT USER CLIENT LICENSE
Records and Evidence	1	DS9004600	HARDWARE MARKET VOLATILITY SURCHARGE
Records and Evidence	1	DS9002214	HINDSIGHT VIPER NG911 PASSIVE SIP INTEGRATION
Records and Evidence	1	DS9002200	HINDSIGHT ANI/ALI SERIAL INTERFACE
Records and Evidence	1	DS9002288	EXAHEALTH AUTOMATED HEALTH AND MONITORING SERVICE
Records and Evidence	1	DS9002289	EXABACKUP AUTOMATIC BACKUP UTILITY



Pricing Summary

Exacom Logging Solution Pricing

Description	Price
Equipment Total (includes subscriptions)	\$171,181
Contract Discount	(\$8,933)
Equipment Total after Contract Discount	\$162,248
20% Discount	(\$32,450)
Equipment Total after 20% Discount	\$129,798
Implementation and Installation Services	\$78,301
Base Solution Sub-Total (exclusive of applicable taxes)	\$208,099
Solution Total (exclusive of applicable taxes)	\$208,099

Exacom Post Warranty Support Services

Description	Price
Exacom ExaCare Essentials	
Year 1	included
Year 2	\$13,300
Year 3	\$13,300
Year 4	\$13,300
Year 5	\$13,300
Year 6	\$13,300
Exacom Post Warranty Total (exclusive of applicable taxes)	\$66,500
Services Total (exclusive of applicable taxes)	\$66,500

Complete Logging Solution with Services

Description	Price
Exacom Logging Solution Total	\$208,099
Exacom Post Warranty Support Services Total	\$66,500
Solution Grand Total	\$274,599

Quote is valid for 60 days from the date of this proposal.

Payment Milestones

The Contract Price in U.S. dollars is \$274,599.

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

Milestone	Milestone Detail	Percentage
1	Equipment Delivery	50%
2	Final Acceptance	50%

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

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

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.



For Maintenance and Support Plan and Subscription Based Services: Motorola Solutions will invoice the Customer annually in advance of each year of the plan.

Inflation Review

For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola Solutions shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola Solutions may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.

Contractual Documentation

Motorola's proposal is subject to the terms and conditions of the State of Texas DIR-CPO-5433 contract, its Exhibits, and applicable Addenda. This proposal shall remain valid through April 30th, 2026. The Waller County Sheriff Office may accept this proposal by issuing a signed purchase order referencing "PO is subject to the terms and conditions of the Texas DIR-CPO-5433 contract and Motorola's proposal."

Data Location

Disclaimer: Data for the State of Texas Customer may be exported by Provider if (1) access is needed for internal business purposes such as processing orders or invoices to Poland, or (2) access to City or County Data is necessary to enable third tier development support personnel located outside of the United States to perform fixes or other remedial services associated with the products and services purchased hereunder.

Product Accessibility

Disclaimer: Motorola provides products geared towards law enforcement professionals in their day-to-day operations and as such, our mobile video products are provided to work in and be supported in that environment. This Agreement encompasses a large variety of products, and as such accessibility for mobile video products may vary based on it's environment and function, as such the accessibility requirements in this section shall not apply to Mobile Video Products. To the extent that accessibility standards could be applicable and/or commercially feasible for the applicable products and their environment, the DIR agencies may request that Motorola either provide the most recent VPAT assessment (if available), complete a VPAT assessment in a reasonable timeframe, or respond to an accessibility information requests within in a reasonable timeframe.

Limitation of Liability

Disclaimer: The liability for damages in any claim or cause of action arising under or related to any Purchase Order related to this proposal shall not exceed two times (2x) the total value of the Purchase Order. Such value includes all the amounts paid and amounts to be paid over the life of the Purchase Order to Motorola by Customer as described in the Purchase Order.

License Agreement Term and Termination

Disclaimer: Licensee's right to use the Software and Documentation will begin when a signed purchase order is issued and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola. Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and

Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

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