



BOARD OF COMMISSIONERS HALL COUNTY, GA

CONSOLIDATED PROPOSAL

OCTOBER 26, 2023

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October 26, 2023

Hall County Board of Commissioners
470 Crescent Dr.
Gainesville, GA 30501

Dear Director Zach Brackett,

Motorola Solutions, Inc. (Motorola Solutions) is pleased to have the opportunity to provide Hall County with quality equipment, software, and services. The Motorola Solutions project team has taken great care to propose a solution to address your needs and provide exceptional value. Hall County has requested a proposal to upgrade the functionality of their P25 radio system by adding the following features:

- Radio Location Solution with Enhanced Data
- CommandCentral Aware Mapping Solution
- Radio Management

This proposal consists of this cover letter and the accompanying proposal titled P25 System Enhancements. This proposal shall remain valid for a period of 90 days from the date of this cover letter. Hall County may accept the proposal by delivering to Motorola a Purchase Order referencing this proposal and executing the Communications System and Services Agreement (CSSA) in the proposal. Alternatively, Motorola would be pleased to address any concerns you may have regarding the proposal.

Our goal is to provide Hall County with the best Public Safety products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we look forward to strengthening our relationship by implementing this project. Questions or inquiries can be addressed to your Account Manager, Amy Jenkins, at (770) 296-5769 or Amy.Jenkins@motorolasolutions.com.

Sincerely,
Motorola Solutions, Inc,

Alex Sherman
Area Sales Manager



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Section 6

ASTRO 25 OUTDOOR LOCATION

1.1 SYSTEM DESCRIPTION

1.1.1 Overview

Motorola Solutions presents Hall County with a proposal to add subscriber Location on Voice services to Hall's existing Intelligent Middleware (IMW) server, also known as UNS. Location on Voice will enable the Location on Push-to-Talk (LoPTT) and Location on Receive (LoRX) features which allow basic GPS reporting from field units. Per request, Enhanced Data site licensing has been provided. Enhanced Data enables more frequent GPS cadence-based reporting from field units. Location data will be integrated with the proposed CommandCentral Aware Solution.

1.1.2 Location on Voice

Location on Voice enables ASTRO 25 trunked radio systems to continuously track the location of individual radio users while they are involved in voice calls. Global Positioning System (GPS) location data will be sent to the CommandCentral dispatch mapping application via Intelligent Middleware (IMW). Location on Voice is sent over the voice channel, in addition to cadence, distance or manual updates already being sent over a data channel. Location data embedded directly in the voice stream is sent regularly, with no impact to voice quality or performance. Location on Voice includes the Location on PTT feature and the Location on Receive feature.

Location on PTT enables GPS location data to be sent with each PTT or "hot mic" activation, following an emergency button press or man-down situation. An APX radio in a group call or emergency call sends its current GPS location over the voice channel during each transmission. With Location on PTT, radios will no longer be required to complete a call and connect to a data channel in order for a location update to be sent to dispatch. Once location data is received by the Packet Data Gateway (PDG) at the ASTRO 25 Master Site, it is then forwarded on to the mapping application via Intelligent Middleware (IMW). Location information is not encrypted, even if the system has end-to-end voice encryption.

Location on Receive is used with TDMA voice. With each TDMA talk group call (FDMA talk group calls are not supported), all enabled Site Controllers will schedule Location on Receive with participating APX radios to send their GPS locations. The Location updates are sent on the Voice Channel during gaps in the audio as well as call Hang Time. No additional system capacity is needed. Additionally, Location on Receive increases location accuracy even during times when the radio system is heavily congested with voice traffic. With Location on Receive, radios will no longer be required to complete a call and connect to a data channel for a location update to be sent to dispatch. An APX radio in a TDMA group call will be scheduled to send its current GPS location over the voice channel. Once location data is received by the TDMA Packet Data Gateway (PDG) at the ASTRO 25



Master Site, it is then forwarded on to the mapping application via Intelligent Middleware (IMW).

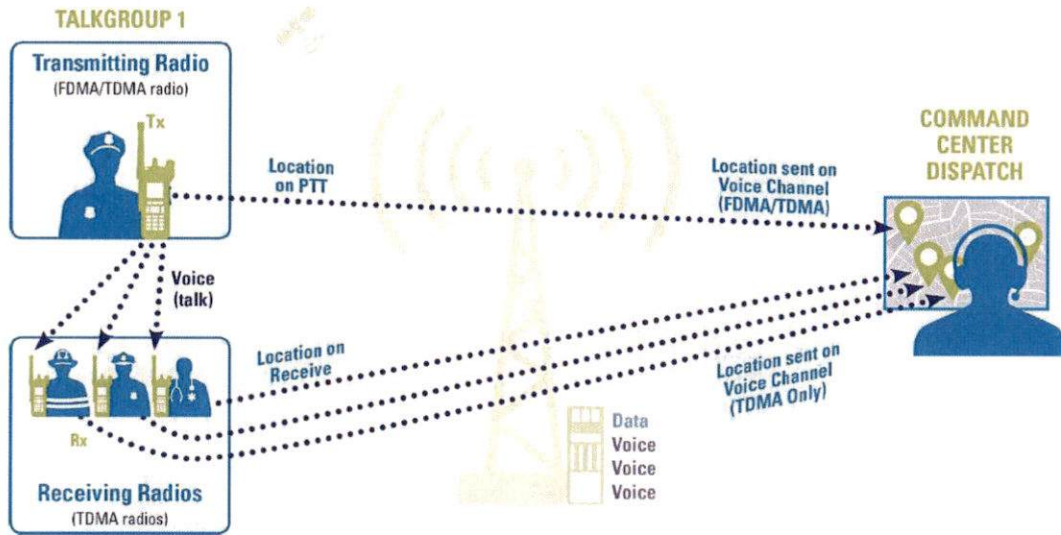


Figure 1-1: Location on Voice Features

1.1.2.1 Location on Voice Components

The following licenses are included to support Location on Voice and its included features, LoPTT and LoRX:

- Four (4) Location on Voice user licenses (total of 2000 radio licenses)

The required IMW licenses for location are included with the CommandCentral Aware portion of this proposal.

1.1.3 Enhanced Data

Enhanced Data introduces a new type of data channel to support short, periodic inbound messages, such as GPS location, on APX user radios. Dispatch operators use these inbound messages to track radio users' status and location. ASTRO 25 Enhanced Data provides up to 12 times the capacity of a P25 standard data channel. For agencies using carriers for broadband traffic, Enhanced Data moves the short-burst inbound traffic to the ASTRO 25 network, avoiding carrier charges and coverage limitations. Converting P25 FDMA channels to TDMA makes room for additional channels for voice and data. Channels can be dedicated to data to optimize throughput and access times, while emergency voice traffic continues to automatically take priority. When supporting a variety of special-purpose applications, Enhanced Data can help provide a more timely and detailed view of resource locations and conditions.

1.1.3.1 Enhanced Data Components

The following licenses are included to support enhanced data:

- Seven (7) Enhanced Data Site Licenses

This option assumes that subscribers have the Enhanced Data feature activated and do not require individual flashes.

1.1.3.2 Capacity Analysis

To evaluate whether a system can support enhanced data, capacity analysis is needed. The analysis simulates multiple subscriber, talkgroup, and channel combinations. Real-world ATIA system data is imported to provide the simulation with a reference to realistic system load during the Worst Case Busy Hour (WCBH).

Voice Traffic Analysis

Capacity analysis, using ATIA data from 6/17/2022 – 7/18/2022, were performed to provide Hall county with a recommendation on potential cadence rates for enhanced data channels. Three scenarios were simulated with three different traffic loads, also known as Erlangs, a measure of total call hours loading all channels during the simulated hour (e.g. WCBH). The table below summarizes the simulated scenarios.

Table 1-1: Voice Traffic Results

Scenario	Talkgroups	RF Channels	Simulated Load (Erlangs)	Grade of Service
1	28 TGs, 1 DDM, 3 TDMA only	10	2.81	0.06%
2	28 TGs, all TDMA traffic	10	2.81	0.00%
		9	3.19	0.00%
3	30 TGs, 2 FDMA only, rest TDMA	10	2.81	0.00%
		9	3.19	0.00%

Scenario 1 simulates the current load on the Hall County system, collected from ATIA data. Scenario 2 considers the effect on the system by converting all talkgroups to TDMA. Scenario 3 considers adding 2 additional talkgroups that are FDMA only.

The results suggest that the system can support a dedicated Enhanced Data channel, reducing available voice channels to nine and provided that the majority of traffic is TDMA only. Should the majority of traffic stay FDMA (per scenario 1), a reduction in voice channels may result in additional busies.

Data Traffic Analysis

There are two components of the data traffic analysis: Classic Data, which simulates applications over the IV&D channel; and Enhanced Data, which simulates cadence-based location updates over the Enhanced Data channel. Classic Data analysis considers ATIA-collected data traffic and applications such as OTAP, OTAR, and data, text, and location registration (via Location on Voice). The tables below summarizes the tested scenarios.

Table 1-2: Classic Data Results

#	Units	Channels	Message Reliability		Application Success Rate		
			Inbound	Outbound	OTAP	OTAR	Location
1	800	9 RF, 1 Enhanced Data (28 TGs, 1 DDM, 3 TDMA only)	99.4%	98.5%	>45%	89.7% ± 0.4%	94.6% ± 0.2%
2	800	9 RF, 1 Enhanced Data (28 TGs, all TDMA traffic)	99.4%	98.8%	>45%	91.5% ± 0.4%	95.5% ± 0.2%
3	900	8 RF, 2 Enhanced Data (30 TGs, 2 FDMA only)	99.4%	98.8%	>45%	90.3% ± 0.4%	94.9% ± 0.2%

This analysis considered 800-900 active subscribers, which is greater than the ATIA indicated active subscriber count of 562. The analysis assumed 50% of units are registering data and location, 20% of units performing OTAR, and 3 OTAP transactions during the busy hour. The results above show that the system can support location over IV&D along with reserved enhanced data channels, if most talkgroups are TDMA.

The enhanced data traffic analysis simulates location message success rates provided varying cadence rates and enhanced data channels.

Table 1-3: Enhanced Data Results

Cadence Rate	1 Enhanced Data Channel		2 Enhanced Data Channels	
	650 Subscribers	850 Subscribers	650 Subscribers	850 Subscribers
60 Seconds			92.1% ± 0.25%	
90 Seconds			99.8% ± 0.05%	97.5% ± 0.15%
120 Seconds	92.0% ± 0.35%	75.3% ± 0.49%		99.8% ± 0.05%
180 Seconds	99.9% ± 0.05%	97.5% ± 0.22%		99.1% ± 0.13%

Summary of Results

The system can support IV&D location transactions (LoPTT/LoRX) with 800-900 subscriber units, provided most talkgroups are transitioned to TDMA only. It is not recommended to commit OTAR/OTAP transactions during peak hours. The results suggest that a cadence rate of 180 seconds with 650-850 subscribers can be supported using 1 Enhanced Data channel. Adding a second Enhanced Data Channel may allow for faster cadence rates or additional subscribers. *Cadence-based Location services are recommended so long as they do not impact voice Grade of Service (GoS). As long as Enhanced Data channels are NOT set to "Protected", voice will preempt data and voice GoS will not be affected.*

Motorola recommends enabling one (1) Enhanced Data channel and gradually transitioning subscribers to cadence-based location. Motorola will work with Hall County to determine appropriate cadence rates for each talkgroup.

1.1.4 Mapping Application

The proposed mapping application is CommandCentral Aware. Please see this section of the proposal for a description of the features and capabilities.

1.1.5 Assumptions

Motorola has made several assumptions in preparing this quote, which are noted below. We will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- This proposal does not include any subscriber feature flashes or accessories. It is assumed that all subscribers used for location will be correctly feature-enabled and have the necessary accessories. Such features required include IV&D, TDMA, GPS (including combined GPS/radio antenna), and Enhanced Data on subscribers.
 - Other elements of this proposal may require features such as OTAP, Wi-Fi (including Wi-Fi antenna accessory), Group Services, and Encryption. It is assumed that the applicable subscribers are enabled for these features
- Capacity analysis assumptions and parameters
 - This analysis uses discrete simulations to mimic system performance during the Worst-Case Busy Hour (WCBH). This is NOT a performance guarantee.
 - Acceptable performance for data transactions was assumed to be >95%.
 - No other data applications, except for location, used during busy hour.
 - Subscribers were simulated on-street only
 - Max Users on PDCH set to Default “15”
 - Enhanced Data Preferred Channel Load set to non-default “Maximum Reliability”, for more than 1 Enhanced Data Channel, in CSS.
 - For optimal performance, Motorola recommends Hall County migrate all subscribers to TDMA.
- Hall County will provide IMW access and site connectivity to the proposed mapping applications.
- Any required system interconnections not specifically outlined here will be provided by Hall County.
- Hall County and their radio technicians are responsible for all radio programming.
- All locations provided by Hall County or its authorized representatives will comply with R56 standards and Motorola’s best practices for power, environmental conditioning, space, lighting and security.

1.2 STATEMENT OF WORK

1.2.1 ASTRO 25 Outdoor Location

The document delineates the general responsibilities between Motorola and Hall County as agreed to by contract.

1.2.2 Motorola Responsibilities

Motorola's general responsibilities include the following:

- Perform the installation of the Motorola supplied equipment per equipment list.
- Schedule the implementation in agreement with Hall County.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Administer safe work procedures for installation.
- Provide Hall County with the appropriate system interconnect specifications.

1.2.3 Hall County Responsibilities

Hall County will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. Hall County general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.
- Provide required system interconnections.
- Customer will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Hall County vendors or other contractors.
- Develop/modify applicable subscriber programming templates
- Upgrade and/or program all applicable subscribers
- Where necessary, communicate and coordinate with tenants of the Hall County ASTRO P25 system any changes that may affect their operations.

Motorola has made several assumptions in preparing this proposal, which are noted below. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- See assumptions in section 1.1.5 listed above.

1.3 ACCEPTANCE TEST PLAN [DRAFT]

1.3.1 ASTRO 25 Outdoor Location

Hall County, GA

ASTRO 25 Outdoor Location

In-Field Draft

www.motorolasolutions.com/services/government

Representative 1 Name
Field Program Manager
(XXX) XXX-XXXX

Representative 2 Name
Field Engineer
(XXX) XXX-XXXX

1.3.2 Location On PTT

1.3.2.1 Location on PTT - Enabled for All Calls

1. DESCRIPTION

The test will demonstrate Location on PTT capability when enabled for all calls. The dispatcher will see updated locations a subscriber transmitting in a group call and transmitting in an emergency call.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1
MAPPING-1 – RADIO-1

RADIO-1 is configured in the UNS for Location on PTT - Enabled for All Calls.
Subscribers must have GPS coverage.

VERSION #1.040

2. TEST

- Step 1. Using RADIO-1 transmit on TALKGROUP 1.
- Step 2. Will demonstrate that CONSOLE-1 hears RADIO-1 and a little more than 2 seconds after audio starts MAPPING-1 shows an updated location for RADIO-1 not indicating emergency.
- Step 3. Dekey RADIO-1.
- Step 4. Using RADIO-1 press and release emergency button and then transmit on TALKGROUP 1.
- Step 5. Will demonstrate that CONSOLE-1 hears RADIO-1 and a little more than 2 seconds after audio starts MAPPING-1 shows an updated location for RADIO-1 indicating emergency.
- Step 6. Dekey RADIO-1 and press and release emergency button to exit emergency.
- Step 7. Using CONSOLE-1, knockdown the emergency call.
- Step 8. Will demonstrate no more locations are updated for RADIO-1 at MAPPING-1.

Pass_____ Fail_____

Location On PTT

1.3.2.2 Location on PTT - Enabled for Emergency Calls

1. DESCRIPTION

The test will demonstrate Location on PTT capability when enabled for emergency calls. The dispatcher will see updated locations for subscribers transmitting in emergency mode and subscribers transmitting not in emergency mode that are in the emergency call.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 – TALKGROUP 1
CONSOLE-1 – TALKGROUP 1
MAPPING-1 – RADIO-1 and RADIO-2

RADIO-1 and RADIO-2 are configured in the UNS for Location on PTT - Enabled for Emergency Calls. Subscribers must have GPS coverage.

VERSION #1.030

2. TEST

- Step 1. Using RADIO-1 transmit on TALKGROUP 1.
- Step 2. Will demonstrate that CONSOLE-1 hears RADIO-1 and MAPPING-1 does not show an updated location for RADIO-1.
- Step 3. Dekey RADIO-1 and press and release emergency button and then transmit on TALKGROUP 1.
- Step 4. Will demonstrate that CONSOLE-1 hears RADIO-1 and a little more than 2 seconds after audio starts MAPPING-1 shows an updated location for RADIO-1 indicating emergency.
- Step 5. Dekey RADIO-1.
- Step 6. Using RADIO-2 transmit on TALKGROUP 1.
- Step 7. Will demonstrate that CONSOLE-1 hears RADIO-2 and a little more than 2 seconds after audio starts MAPPING-1 shows an updated location for RADIO-2 not indicating emergency.
- Step 8. Dekey RADIO-2.
- Step 9. Using RADIO-1, press and release emergency button to exit emergency.
- Step 10. Using CONSOLE-1, knockdown the emergency call.

Pass____ Fail____

1.3.3 Location on Receive

1.3.3.1 Emergency Call Cadence

1. DESCRIPTION

The test will demonstrate Location on Receive capability for a TDMA emergency call. The dispatcher will see updated locations from a subscriber receiving in an emergency call and will see the impact of the Location on Receive cadence assigned to the talkgroup for emergency call.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 – TALKGROUP 1
CONSOLE-1 – TALKGROUP 1
MAPPING-1 – RADIO-1

RADIO-1 is configured in the IMW for 10 minute interval and is configured in network management enabled for Data on Receive. The subscriber must have GPS coverage.

TALKGROUP 1 is configured in network management with Data on Receive cadence non-emergency call of 30 seconds and Data on Receive cadence emergency call of 15 seconds.

Talkgroup call hangtime is one second
Emergency call hangtime is 30 seconds

VERSION #1.010

2. TEST

- Step 1. Powerup RADIO-1 and wait 1 minute.
- Step 2. Using RADIO-2 press and release emergency button and then transmit on TALKGROUP 1 for 10 seconds.
- Step 3. Will demonstrate MAPPING-1 shows an updated location for RADIO-1 while RADIO-2 is transmitting.
- Step 4. Dekey RADIO-2.
- Step 5. Will demonstrate MAPPING-1 shows an updated location for RADIO-1 about 15 seconds after the previous location was received.
- Step 6. Key and dekey with CONSOLE-1.
- Step 7. Using RADIO-1 press and release the emergency button.
- Step 8. Will demonstrate MAPPING-1 shows an updated location for RADIO-1 indicating emergency about 15 seconds after the previous location was received.
- Step 9. Using RADIO-1, press and release emergency button to exit emergency.
- Step 10. Using CONSOLE-1, knockdown the emergency call.

Pass____ Fail____

Location on Receive

1.3.3.2 Group Call Cadence

1. DESCRIPTION

The test will demonstrate Location on Receive capability for a TDMA group call. The dispatcher will see updated locations from a subscriber receiving in a group call and will see the impact of the Location on Receive cadence assigned to the talkgroup for non-emergency.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1
MAPPING-1 – RADIO-1

RADIO-1 is configured in the IMW for 10 minute interval and is configured in network management enabled for Data on Receive. The subscriber must have GPS coverage.
TALKGROUP 1 is configured in network management with Data on Receive cadence non-emergency call of 30 seconds and Data on Receive cadence emergency call of 15 seconds.

Talkgroup call hangtime is one second
Emergency call hangtime is 30 seconds

VERSION #1.010

2. TEST

- Step 1. Powerup RADIO-1 and wait 1 minute.
- Step 2. Transmit for 10 seconds with CONSOLE-1.
- Step 3. Will demonstrate MAPPING-1 shows an updated location for RADIO-1 while CONSOLE-1 is transmitting.
- Step 4. Dekey CONSOLE-1 and wait 5 seconds.
- Step 5. Transmit for 10 seconds with CONSOLE-1
- Step 6. Will demonstrate MAPPING-1 does not show an updated location for RADIO-1 while CONSOLE-1 is transmitting.
- Step 7. Dekey CONSOLE-1 and wait 5 seconds.
- Step 8. Transmit for 10 seconds with CONSOLE-1.
- Step 9. Will demonstrate MAPPING-1 shows an updated location for RADIO-1 while CONSOLE-1 is transmitting.
- Step 10. Dekey CONSOLE-1.

Pass ___ Fail ___

1.3.4 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

_____	Date: _____
-------	-------------

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____	Date: _____
-------	-------------

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

_____	Date: _____
-------	-------------

Please Print Name: _____

Initials:

Please Print Title: _____

1.4 SERVICE/WARRANTY

1.4.1 ASTRO 25 Outdoor Location

Motorola's standard warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components. (For equipment provided in this proposal per the equipment list)

1.5 EQUIPMENT LIST

1.5.1 ASTRO 25 Outdoor Location

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0323	ASTRO MASTER SITE
1	CA03517AB	ADD: CORE EXPANSION
7	UA00408AA	ADD: ENHANCED DATA-P25 TRNK SITE
4	UA00482AA	ADD : LOCATION ON PTT 500 USER LICENSE



SECTION 2

HOSTED RADIO MANAGEMENT FOR ASTRO DEVICES

2.1 STATEMENT OF WORK

2.1.1 Overview

Hosted Radio Management for ASTRO Devices provides the Customer with use of Radio Management software licensed on a per subscriber radio basis, Technical Support for the Radio Management tool, and other elements as described in the following sections.

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Solutions Subscription Service Agreement for hosting, Service Agreement for repair services, or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

2.1.2 Hosted Radio Management

2.1.2.1 Scope

Motorola Solutions will host the applicable portions of the Customer's Radio Management software in the cloud as described in Section 1.22 below. The Customer will be able to access subscriber radio fleet provisioning data, while Motorola Solutions will maintain the server and stored data.

Systems may be unavailable after normal business hours due to maintenance.

2.1.2.2 Motorola Solutions Responsibilities

- Host the Radio Management server and associated Job Processor software in a secure cloud environment.
- Keep the Radio Management server software up-to-date with applicable software and security patches.
- Back up the Radio Management Customer subscriber radio database and restore from backups as needed.
- Provide necessary access information, such as login information, IP addresses, and port numbers.
- Provide access to MyView Portal, as further described below.
- Provide current Radio Management Client software downloads via MyView Portal.
- Provide a link between Radio Management and MyView Portal.

- Monitor the status of the Radio Management cloud platform.
- Notify the Customer, via Remedy case notifications, of any scheduled maintenance or other planned outages, and through Remedy and MyView Portal of any unplanned outages. Routine maintenance will be performed outside of normal business hours.
- Provide Entitlement IDs for subscriber radios covered by a hosting subscription.

2.1.2.3 Limitations and Exclusions

The following activities are outside the scope of the Hosted Radio Management for ASTRO Devices offering:

- Firmware updates, patching, creating required aliases, and other OTAP setup activities. It is assumed for this service that OTAP is in working order on the P25 system.
- Wi-Fi network changes or implementation, including security, bandwidth, coverage, design, and maintenance.

2.1.2.4 Customer Responsibilities

- Provide contact information (including email addresses) for the Radio Management administrator.
- Provide contact information (including email addresses) for the subscriber radio provisioning agency or agencies.
- Administer provisioning agency Radio Management accounts.
- Develop a USB IP plan if programming using a USB hub.
- Provide a fully functional WPA2 Wi-Fi network with Internet access for device programming. WiFi network must comply with Motorola specifications. Other security methods, including WPA2-Enterprise, are not supported.
- Enable Wi-Fi capability on the subscriber radios.
- Provide and maintain on-premises computing hardware and operating systems for Radio Management elements in accordance with the Radio Management System Planner.
- Any measures necessary to maintain the Customer's IT security policies for the on-premises Radio Management elements, including any necessary maintenance. Maintenance and security practices may also include application of Operating System patches, Antivirus support, and Configuration Management.
- Maintain the Radio Management client software and device programmer on a supported version.
- Provide requisite networking hardware, software, firewall(s) and public IP addressing to support the proposed system upgrades and enhancements
- Provide, maintain, and monitor internet access to the hosted Radio Management elements for the Radio Management client computer and device programmer.
- Maintain the configuration data in the Motorola Solutions-hosted database.
- Program subscriber radios using Radio Management as needed.
- Coordinate implementation work activities with Hall County's P25 system users

2.1.3 Radio Management Technical Support

2.1.3.1 Scope

Motorola Solutions' Radio Management Technical Support service provides telephone consultation for issues pertaining to Radio Management software malfunctions. Support is



delivered through the Motorola Solutions Centralized Managed Support Operations (“CMSO”) organization by a staff of technical support specialists.

The Customer may contact the CMSO Call Management Center (800-MSI-HELP) at any time (24 hours a day / 7 days a week / 365 days per year) and a Motorola Solutions representative will log a technical request in the Case Management System on the Customer’s behalf. In addition, the Customer may send email to portal.support@motorolasolutions.com to address any portal specific questions or concerns.

Motorola Solutions will then respond to the Customer case within two hours of case creation, during support hours. Support hours are 7am to 7pm CST, Monday through Friday, excluding US holidays.

2.1.3.2 Motorola Solutions Responsibilities

- Provide technical support for Radio Management software malfunctions.
- Provide technical support for the Radio Management Device Programmer software used to program via USB cable, Over-the-Air Programming (“OTAP”), or Wi-Fi.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer Case per the defined timeframes.

2.1.3.3 Limitations and Exclusions

- Requests for assistance in the use of the Radio Management software tool are outside the scope of Radio Management Technical Support.
- Assistance with programming subscriber radios.

2.1.3.4 Customer Responsibilities

- Provide a list of the Customer’s Problem Management contacts.
- Coordinate with Motorola Solutions to define Problem Management Policies.
- Provide Motorola Solutions with additional information when required.

2.1.4 Motorola Solutions On-site Setup Assistance

2.1.4.1 Scope

Motorola Solutions On-site Setup activities will assist the Customer with the deployment and initial commissioning of Radio Management elements, hardware, and software at one Customer location. Customer representative(s) are expected to participate in all activities, through which they may acquire a foundational understanding of the core features and functions of the tool and its configuration.

This engagement consists of three parts:

- **Pre-deployment** - One pre-deployment teleconference call for planning the on-site activities.
- **On-site** - Motorola Solutions at Customer location for three consecutive, 8-hour business days unless otherwise specified by contract.
- **Wrap-up** - One follow-up teleconference call to close out the engagement.

Customer and Motorola Solutions will collaborate to establish mutually agreeable times and days for the engagement.

2.1.4.2 Motorola Solutions Responsibilities

- Perform project management tasks between the on-site setup team and the cloud-hosted team. The on-site setup team may be either Motorola Solutions employees or a 3rd party service provider contracted by Motorola Solutions. The cloud-hosted team is comprised of Motorola Solutions employees.
- Review deployment details agreed during the pre-deployment phase, including network connectivity, computer locations, and codeplugs.
- Install and configure Radio Management Client and Radio Management Device Programmer software on Customer-provided computers (one location).
- Configure Wi-Fi and OTAP Device Programmers at this location, if applicable.
- Input a sample group of subscriber radio serial numbers, including at least a few subscriber radios per user group and radio type. Select and write a proper template to the sample subscriber radio group. These radios will be part of the 100 radios mentioned in the bullet point three below this one.
- Test subscriber radio configuration for each user group and subscriber radio type.
- Test subscriber radio connectivity over each applicable connection, including USB, OTAP, Wi-Fi.
- Onboard up to 100 subscriber radios that are covered by a hosting subscription, including subscriber radios added for testing purposes, into the Radio Management user database if the Customer has made subscriber radios available for onboarding.
- Introduce the solution to the Customer ("mini training"). Handoff subscriber radio commissioning to the Customer's technicians. This introductory, on-the-job training is not intended to replace in-depth training available through Motorola Solutions' detailed education courses. These detailed education courses are not included in the scope of this statement of work document.
- Allow the Customer's technicians to join deployment to informally learn about Radio Management functions and subscriber radio commissioning. This introductory, on-the-job training is not intended to replace in-depth training available through Motorola Solutions' detailed education courses. These detailed education courses are not included in the scope of this statement of work document.
- Successfully demonstrate a radio programming job over the Customer's available connection types.

2.1.4.3 Limitations and Exclusions

- Configuration of the Customer's Wi-Fi network or P25 OTAP network infrastructure is outside the scope of the On-site Setup service.
- Template and fleetmap design and creation, and production of codeplugs.
- Customer IP Network design or modifications.

2.1.4.4 Customer Responsibilities

- Prior to deployment:
 - Establish codeplug and template for each user group and subscriber radio type.
 - Establish working internet access for all Device Programmer and Radio Management Client computers.

- Set up machine names for all Device Programmer and Radio Management Client computers, and make them available to Motorola Solutions.
- Create a list of users.
- Ensure Wi-Fi and OTAP connectivity has been established, if programming via those connections.
- Deploy the computing hardware and software for radio programming stations not located at the main location.
- Provide subscriber radios to Motorola Solutions for commissioning by start of the on-site activities.
- Have the Customer's technicians available to shadow the on-site setup team while they install Radio Management elements.
- Assign technicians to commission remaining subscriber radios in the Customer's fleet.
- Provide IT representation to address network connectivity, routing, and access.

2.1.5 Radio Management Training

2.1.5.1 Scope

Radio Management Training provides detailed instruction for radio technicians on how to use the Radio Management programming tool, how to manage a fleet of devices, and how to administer access to Radio Management through MyView portal, if applicable. Upon completing the training, participants will be able to provision and program their subscriber radio fleet.

Training includes access to a virtual course, conducted for 2.5 hours a day for 5 days.

2.1.5.2 Motorola Solutions Responsibilities

- Provide access to the training class.
- Provide training material for class.
- Provide an instructor to lead the training workshop.

2.1.5.3 Customer Responsibilities

- Provide PC and Internet connection to take the online training class.

2.1.6 MyView Portal Access

2.1.6.1 Scope

MyView Portal is an optional tool available for customers to track the status of subscriptions and service contracts, including start and end dates. MyView displays the serial number, configuration and firmware versions of all the ASTRO devices in the Customer's fleet. This portal includes order, RMA, and tech support ticket status, as well as a consolidated download site for software and documentation.

2.1.6.2 Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.

- Provide MyView Portal technical support to answer end user questions between the hours of 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, the Customer may email portal.support@motorolasolutions.com to address any portal specific questions or concerns.
- Keep the site updated with the latest Customer information.
- Establish and maintain connectivity between Radio Management and MyView Portal.
- Motorola Solutions' Customer Support Manager ("CSM") will assist the Customer in establishing a MyView Portal account.

2.1.6.3 Customer Responsibilities

- Create a MyView Portal account if the Customer does not have an existing account.
- During the onboarding process, provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Protect login information against unauthorized use.
- Work with Motorola Solutions' CSM to update information as needed.

SECTION 3

COMMANDCENTRAL AWARE SOLUTION

3.1 SYSTEM DESCRIPTION

3.1.1 Overview

Motorola Solutions presents the following solution for Hall County BOC, Georgia.

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

Users that can benefit from accessing CommandCentral Aware include but are not limited to Dispatchers, PSAP Supervisors, Real Time Crime Analysts as well as Investigators.

The agency can increase the value of current investments by connecting CommandCentral Aware to other software platforms. These integrations can include Computer Aided Dispatch (CAD) systems, Call Handling, Land Mobile Radio (LMR), and/or Video Management Systems (VMS). Users can communicate with confidence, knowing their information is hosted in the highly secure Microsoft Azure cloud.

Designated Entities

The entities participating in the CommandCentral Aware solution are:

- Hall County, Georgia.

Application Software and System Components

The CommandCentral Aware solution includes the following elements:

- CommandCentral Aware Standard with 20 Named User Licenses and 3 year subscription.
- ASTRO 25 Radio Location on Push-To-Talk (PTT) via Intelligent Middleware (IMW).
- ASTRO 25 Radio Location on Cadence via Intelligent Middleware (IMW).
- APX Next SmartLocate GPS over Broadband Integration
- TriTech CAD Integration for incident and/or unit location Automatic Vehicle Location (AVL).
- One Cloud Anchor Server Hardware.
- Professional Consulting Services
- Interfaces.
- Software Maintenance and Technical Support.
- Services as described in the Statement of Work.



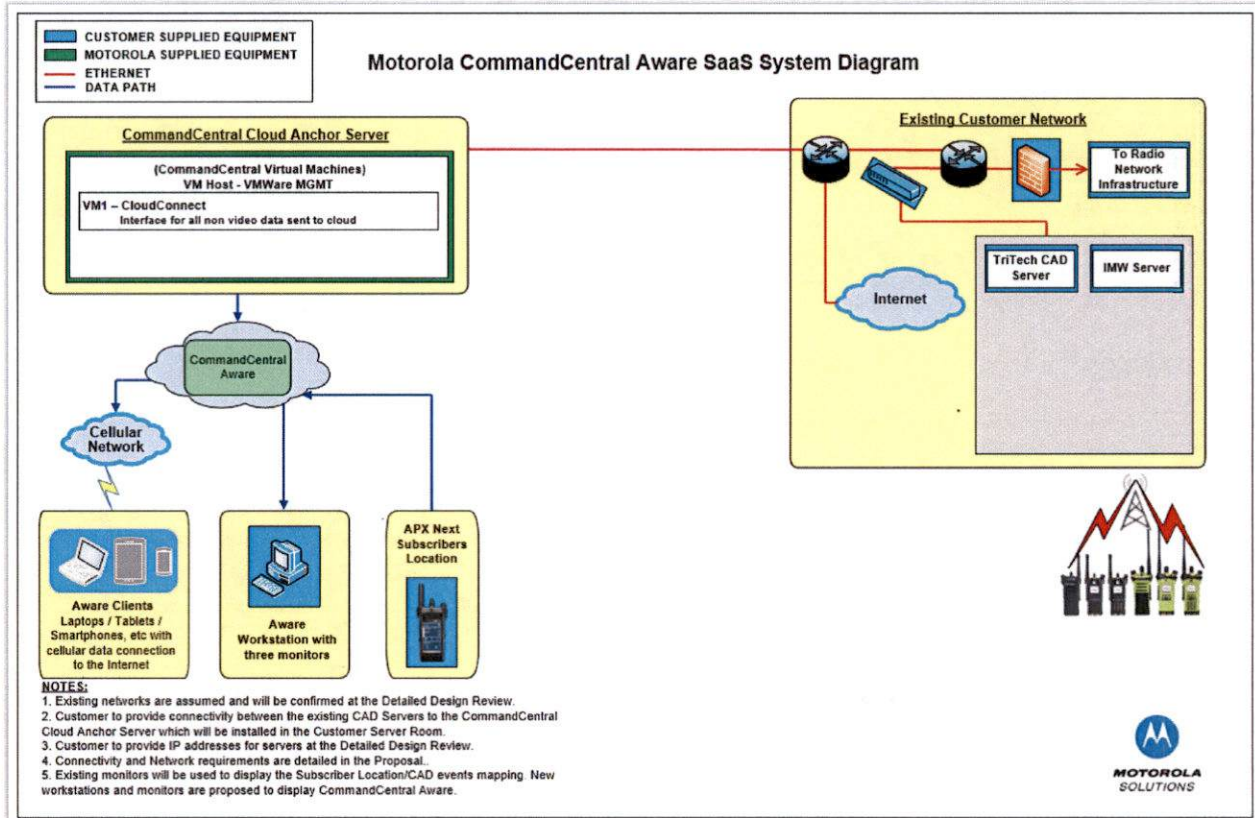


Figure 3-1: CommandCentral Aware Representative System Diagram

3.1.2 CommandCentral Aware Features

CommandCentral Aware provides location and alert capabilities to improve public safety response, described in the sections below.

Mapping

CommandCentral Aware features a unified interface to display locations and alerts. Users can view all location-based data on the map display to enhance decision making.

CommandCentral Aware Mapping features also include the following:

- **Event Monitors** – View device status and location, CAD incidents, open-source data alerts, and sensors on a map. This map can consist of Esri online, Esri server, or static map layers. This map can be modified with other data layers.
- **Data Layer Panel** – Show or hide data layers to refine the map view.
- **Event Information Display** – View details associated with each icon on the map.
- **Historical Map** – View a 90-day lookback of radio locations, CAD incidents, service requests, or emergencies. An export tool extracts the recreated timeline to KML format to view in Google Earth or ESRI ArcGIS Pro. The Location Replay feature enables the historic path of a device’s location. Aware's Historical Map view enables users to interact

with video assets that were available during the selected, historical time-frame. If the camera (and its relative VMS) has the ability to play recorded footage, the recorded footage of the selected time frame can be played in Aware's Video Module directly from the Historical Map.

- Breadcrumbs – Track individual APX user radios. Tracking begins at the time the action is toggled on. Devices can provide up to the last 30 minutes of live movement.

Geographic Information System (GIS) Data Set

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

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

Data sets help users to:

- Refine displayed data based on the geographic area defined per user. Data includes area, beat, sector, precinct, zone, or quadrant.
- Find nearby entities by predefined distance. Parameters include closest camera while in route, closest cameras to an event - CAD, gunshot detection, alert.
- Determine road blockages caused by traffic jams, flooded roadways, or other obstacles.

Weather Integration

CommandCentral Aware includes integration with Weather services. This integration provides customized weather-driven services. Services include site-specific forecasts, severe-weather warnings, historical data, and custom analytics. Weather services also provides the following data:

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

Rules Engine

The Command Central Aware rules engine allows users to create rule-sets to trigger actions based on event types. For example, users can highlight rows in the Event Monitor and customize sound alerts for critical incidents. These visual and audio triggers reduce the number of steps needed to support an incident.

3.1.3 CommandCentral Aware Integrations

CommandCentral Aware can integrate with various tools and solutions, described in the sections below.

APX Radios Location on Push-to-Talk

CommandCentral Aware provides the location of users from GPS-enabled LMR (ASTRO 25 radios) and broadband devices (LTE/WiFi-enabled smartphones, tablets, and modems). When a user presses the PTT, Emergency Button, Man-Down, or On-Demand buttons (or Stale Location or Not Reporting indications activate), CommandCentral Aware pinpoints the location. With each PTT press, CommandCentral Aware updates, delivers, and ingests device location data. This keeps command center personnel informed during critical incidents and allows dispatch to make more informed decisions. A user can be affiliated with multiple devices (both broadband and LMR). Multiple users and their devices can be affiliated with a unit.

Location on PTT increases location accuracy even when the radio system is congested with voice traffic. Location on PTT can be sent over the voice channel, in addition to cadence, distance, or manual updates already being sent over the data channel. Once location data is received by the Packet Data Gateway (PDG) at the ASTRO 25 master site, it is forwarded to the application via Intelligent Middleware (IMW). The CommandCentral Aware application then allows dispatchers to view the location of any APX radio in near real-time to accelerate response.

An APX radio in a group or emergency call sends its current GPS location over the voice channel during each transmission. Location data is embedded directly in the voice stream and sent continuously without impacting voice quality. Radios with Location on PTT can be configured to send their location after each PTT during group calls and during emergency calls.

APX Radios Location based on Cadence

CommandCentral Aware maps GPS-enabled land mobile radios (ASTRO 25 radios) and broadband devices (LTE/Wi-Fi enabled smartphones, tablets, and modems). The location solution supports the following capabilities:

- User and Resource Location – All available agency sources of location information and related metadata are ingested from broadband and LMR devices to pinpoint the location for vehicles and responders.
- Affiliation of Users, Devices and Units – A user can be affiliated with multiple devices (both broadband and LMR). Multiple users and their devices can be affiliated with a unit.
- Best source Determination – Receives location data by responder and/or vehicle and combines with unit/user information to intelligently determine the best source and identify it for consumption by the mapping application.
- Stale Location or Not Reporting Indication.
- Customizable Frequency of Reporting – Provisioned Cadence, On-Event, and On-Request.

Motorola Solutions' ASTRO 25 system and APX radios support a time cadence between 30 seconds and 86400 seconds and/or a distance between 99 Meters and 10000 Meters. In general, ASTRO 25 systems with Enhanced Data can only support radios using a time cadence of 60 seconds or greater. The actual cadence value for the system is dependent on the amount of voice traffic, number of radios, number of channels/talk paths, existing data on the system, and future expansion plans.

Motorola Solutions will complete a Data Capacity Analysis at the time of implementation to determine the proper cadence values for the system. This process provides recommended



optimal settings based on system capacity and user preferences. To better allocate the available capacity, the unit cadence will be variable and controlled by the CommandCentral Aware Mapping application while still in line with the Motorola Solutions-recommended guidance. If the recommended cadence values are deemed inadequate, they can be supplemented by Location on PTT (ASTRO 25 release 7.17 and above) or Location on Receive (ASTRO 25 release 7.18 with TDMA).

Motorola Solutions CommandCentral Aware system can support up to 1700 subscribers for location. Initial capacity analyses suggest the radio system is capable of supporting 850 active subscribers with a cadence rate of 180 seconds with 1 Enhanced Data Channel. Additional channels may be required to support additional active subscribers or a faster cadence rate. Voice will preempt data and Grade of Service will be preserved, as long as Enhanced Data channels are NOT set to "Protected".

APX NEXT SmartLocate Integration

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

Computer Aided Dispatch (CAD) Integration

CommandCentral Aware integrates with CAD systems to provide CAD status and event monitor capabilities. The CAD status monitor allows users to see a listing of incidents (event type, location incidents, narrative, priority, status, geographic area, and location of devices or units). The application consumes event-driven data from multiple CAD systems, allowing for real time assessment with other relevant data published to the platform, such as officer location, alarms, alerts, tips, tactical information, voice, and video.

3.1.4 CommandCentral Aware Technical Discovery Requirements

In order to prevent delay in the implementation, Customer must provide the information required in the table below at the time of Project Kickoff for each interface/integrated system.

Table 3-1: Aware Technical Discovery Requirements

	Customer Provided	Motorola Confirmed
Additional Information for Virtual Machine (VM) Access		
Remote access to Cloud Anchor Server		
Data Interface VM requirements		
Interfaces (Required for each Interface)		
Manufacturer and Current Software Version		

	Customer Provided	Motorola Confirmed
Confirm API/SDK Availability		
Provide IP Addresses		
Provide Data format		
Provide Data Frequency (Peak & average events & content)		
Provide Operational aspects (data latency, key fields/information, # inputs)		
Data path factors (bandwidth, NAT, latency, jitter)		
Integration		
Customer IP Network layout (Traffic segmentation, NAT required?)		
Active Directory and Email policies		
Customer Third-Party IP Network Connections (Schools, Fire, Traffic)		
Remote Access Policy/Procedures		
Who owns/maintains each Customer network/firewalls?		
Additional Information Required for Integration with CAD System		
Data delivery latency rate		
Data interface type		
Fileshare/Dump		
Webservices		
SOAP/REST		
SQL Extraction		
Database IP Address, Login Credentials, DB Version		
Data volume (calls per service, peak event rates)		
Data Fields		
CAD event Geolocation data availability		
AVL/ARL data available?		
Event Types		
Icons		
Others(?)		

3.1.5 Hardware Environment and Network Requirements

Motorola Solutions will work with the Customer IT personnel to verify that connectivity meets requirements. The Customer will provide the network components.

Table 3-2: Cloud Anchor Server Installation Requirements

Installation Requirements
One rack unit per Cloud Anchor server.
Two circuits to distribute power to the server rack (dual power supplies).

Installation Requirements	
UPS (Uninterruptible Power Supply) at the site where the Cloud Anchor server and CommandCentral Aware workstations will be installed.	
Customer provided Internet access and Remote Access Capability	
Minimum 1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform	

Table 3-3: CommandCentral Aware Network Requirements

Component	Description
IP Address	Three static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Server.
Network	Customer provided Internet access and Remote Access Capability
Minimum bandwidth	1.1Mbps between Cloud Anchor Server and CommandCentral Aware platform

Table 3-4: CommandCentral Aware Recommended Workstation Specifications

Component	Description
Processor	Intel Xeon 6136 @3.0 GHz (12 cores).
RAM Memory	32 GB or more memory
Drive	One NVMe 512G SSD.
Operating System	Windows 10 Professional
Network Interface Card	1 Gb port
Graphics Card	NVIDIA Quadro P2000
Display	Narrow Bezel IPS Display, 2560x1440 resolution
Monitor	27" monitor or larger

Low latency is critical for real-time operations. The speed with which data appears on the CommandCentral Aware display depends in large part on how quickly the information is presented to the CommandCentral Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to Aware from the source application (CAD, AVL, ALPR). Although CommandCentral Aware strives to provide near-real-time performance, Motorola Solutions provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

CommandCentral Aware Design Limitations

- A maximum of 3,000 icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum of 5,000 radios supported per server.
- A maximum of 20,000 total fixed cameras can be supported per CommandCentral Aware instance.

ASTRO 25 Radio Requirements

The solution can be deployed to send location data information using an ASTRO 25 radio equipped with a GPS receiver with minimum firmware version 7.18.8 and at software version R15.00.00 or later.

ASTRO 25 Infrastructure Requirements

ASTRO 25 system release 7.17 or above is required if the data will be sent via the LMR system. Enhanced Data and Intelligent Middleware (IMW), in addition to a firewall to connect the system CEN and internet securely including a packet data gateway and GGSN for each zone, are used to send the location updates and events can be enabled as part of that effort. The IMW should be at a minimum Version 4.2.1. Customer will provide internet connection and allow Motorola Solutions to add any necessary firewalls.

- GPS Activation and Enabled.
- Packet Data Interface.
- Enhanced Data Enabled, supported on APX 8000, APX 7000, APX 6000, APX 4000, APX 3000 portables and APX 7500, APX 6500, APX 4500 mobiles.
- Enhanced Data Port List set to 4001.

ASTRO 25 Voice Priority

ASTRO 25 Enhanced Data radios give priority to voice transmissions over data.

Data Capacity Analysis

A Data Capacity Analysis will be run to understand the impact of the location mapping on the ASTRO 25 radio system. This offer does not cover the additional channels that may be needed/required as a result of the Data Capacity Analysis.

Broadband Locationing Requirements

Broadband devices require a data subscription. The broadband subscription is not included in the price of the CommandCentral Aware offer. Android and iOS devices will require Motorola Solutions client software to be installed on each device.

Broadband Infrastructure Requirements

Broadband networks should provide connectivity over 4G LTE, or fourth-generation mobile data technology Long-term Evolution, as defined by the International Telecommunication Union's Radio Sector (ITU-R) and/or Wi-Fi defined as IEEE Standard 802.11 (preferably 802.11ac or 802.11n).

3.1.6 CJIS and Compliance

At Motorola Solutions, we believe compliance is a team effort. As our customers' partner in compliance, we employ privacy and security protocols that enable our customers to comply with the most stringent legal and regulatory requirements. In addition, we build on a strong foundation with an Azure architecture designed and managed to meet a broad set of international compliance standards, as well as region-specific and industry-specific standards.

Motorola Solutions employs rigorous third-party audits to verify its adherence to security controls and standards. To demonstrate Motorola Solutions safeguarding of customer data,

comprehensive third-party audits of primary Software Enterprise development and support operations have been completed and those operations have achieved ISO/IEC 27001:2013 (information security management systems) certification and AICPA SOC2 Type 2 reports are available. ISO/IEC 27017:2015 (information security controls for cloud services), ISO/IEC 27018:2019 (protection of personal information in public clouds) and ISO/IEC 27701:2019 (privacy information management) are available. Supplemental SOC2 Type 2 reports and ISO/IEC 27001:2013 certifications for the development and support operations at satellite locations are completed.

Motorola Solutions understands our customers' critical need to safeguard the lifecycle of Criminal Justice Information. To support that need, Motorola Solutions designs its products and services to support compliance with the FBI's Criminal Justice Information Services (CJIS) Security Policy and we commit to the terms of the CJIS Security Addendum. With a dedicated team of CJIS compliance professionals, we assist our customers through administering and coordinating CJIS-compliant personnel credentialing, providing documentation assistance in connection with CJIS audits, and advising on how to configure and implement our solutions in a manner consistent with the CJIS Security Policy.

3.1.7 CommandCentral Interfaces

CommandCentral Aware Table 3-4 provides a list of the specific interfaces included in this solution, an indication of data direction, and the point of installation.

Data Direction

- **Outbound (O)** – Motorola Solutions system will send data to an external receiver.
- **Inbound (I)** – Motorola Solutions system will receive data from an external source.
- **Bi-directional (B)** – Motorola Solutions system will send data to an external receiver and receive data from an external source.

Installation Point

- Primary System (P).
- Client (C).

Interface technical information, inclusive of data elements, will be provided prior to contract.

Table 3-5: System Interfaces

Interface Name	Data Direction	Installation Point
TriTech CAD	I	P

CommandCentral interfaces are dependent on the functionality made available to Motorola Solutions by Customer's third-party system. Customer is responsible for providing connectivity to the third-party system via the SDK, API, or other Motorola Solutions-approved access. Customer is also responsible for providing access to third-party systems such as support agreement support as this might be required to investigate, test, and complete the system integration.

3.2 STATEMENT OF WORK

3.2.1 Introduction

In accordance with the terms and conditions of the Agreement, this Statement of Work (“SOW”) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions (“Motorola”) system as presented in this offer to Hall County Central Communications, GA (hereinafter referred to as “Customer”). When assigning responsibilities, the phrase “Motorola” includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work is performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon governing Project Schedule. Any changes to the governing Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors’ SOWs (if applicable) does not imply or convey a software or subscription license or service that are not explicitly listed in the Agreement.

3.2.1.1 Award, Administration and Project Initiation

Project Initiation and Planning will begin following execution of the Agreement between Motorola and the Customer.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with the Customer Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the Customer Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed upon mitigation actions.

3.2.1.2 Completion and Acceptance Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

3.2.2 Project Roles and Responsibilities Overview

3.2.2.1 Motorola Project Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be appointed to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web-conference or other remote method in filling its commitments as outlined in this Statement of Work. Motorola project team resources will be on site at the Customer location when fulfilling commitments that are crucial to project success as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. There may be other personnel engaged in the project under the direction of the Project Manager. The following provided descriptions of the primary roles engaged in the delivery of the project. One or many resources of the same type may be engaged as needed throughout the project.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and testing required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

1. Manage the Motorola responsibilities related to the delivery of the project.
2. Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
3. Manage the Change Order process per the Agreement.
4. Maintain project communications with the Customer.
5. Identify and manage project risks.
6. Collaborative coordination of Customer resources to minimize and avoid project delays.
7. Measure, evaluate, and report the project status against the Project Schedule.

8. Conduct remote status meetings on a mutually agreed basis to discuss project status.
9. Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
10. Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. They confirm the delivered technical elements meet contracted requirements. They are engaged throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.

Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of the Customer's System(s) as defined in Customer Support Plan.

3.2.2.2 Customer Project Roles and Responsibilities Overview

The success of the project is dependent on early assignment of key Customer resources. It is critical these resources are empowered to make provisioning decisions based on the Customer's operational and administration needs. The Customer project team should be engaged from project initiation through beneficial use of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post completion of the project. In some cases, one person may fill multiple project roles. The project team must be committed to participate in activities for a successful implementation.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. In the event the project involves multiple agencies, Motorola will work exclusively with a single Customer assigned Project Manager (the primary Project Manager). This includes the management of any third party vendors that are Customer Subcontractors. The Project Manager's responsibilities include:

1. Communicate and coordinate with other project participants.
2. Manage the Customer project team including timely facilitation of efforts, tasks, and activities.



3. Maintain project communications with the Motorola Project Manager.
4. Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
5. Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
6. Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
7. Measure and evaluate progress against the Project Schedule.
8. Monitor the project to ensure resources are available as scheduled.
9. Attend status meetings.
10. Provide timely responses to issues related to project progress.
11. Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
12. Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
13. Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
14. Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one representative(s) from the IT department.
15. Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates as well as approve and release payments in a timely manner.
16. Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel if required for access to facilities.
17. Ensure remote network connectivity and access to Motorola resources.
18. As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
19. Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
20. Ensure a safe work environment for Motorola personnel.
21. Provide signatures of Motorola-provided milestone certifications and Change Orders within five (5) business days of receipt.

Transformation Lead

The Transformation Lead, who may or may not be your Project Manager, must be able to holistically represent your organization and be able to work cross functionally between Motorola, your organization, and all stakeholders involved in the delivery of your new system. The Transformation Lead must be empowered to acknowledge the resource and time commitments required of your organization and authorize Motorola to proceed with scheduling the Project Kickoff event.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the Customer Support Plan (CSP).

IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

Additional Resources

Additional resources, such as trainers and database administrators may also be required.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the SMEs if operations for these agencies differ from that of the Customer agency.

3.2.2.3 General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for:

1. All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
2. Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project. The Customer is responsible for providing Application Programming Interface (API) documentation to those systems that document the integration process for the level of interface integration defined by Motorola.
3. Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
4. Active participation of Customer Subject Matter Experts (SME's) in project delivery meetings and working sessions during the course of the project. Customer SME's will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
5. The provisioning of Customer GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
6. Electronic versions of any documentation associated with the business processes identified.
7. Providing a facility with the required computer and audio-visual equipment for training and work sessions as defined in the Training Plan.
8. Ability to participate in remote project meeting sessions using Google Meet.

3.2.2.4 Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and on-going operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, we will work with you to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with your designated resource to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for the Project Kickoff meeting.

Motorola Responsibilities

1. Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review teleconference.
2. Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third party engagement/considerations (as applicable).
3. Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
4. Discuss the online Learning Management System (LMS) training approach.
5. Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
6. Discuss the CommandCentral Solution Discovery Requirements checklist and verify Customer has a copy of the checklist.
7. Coordinate enabling designated Customer administrator with access to the LMS and CommandCentral Admin Console.

Customer Responsibilities

1. Provide Motorola with the names and contact information for the designated LMS and application administrators.
2. Collaborate with the Motorola PM and set the Project Kickoff meeting date.

3.2.3 Project Kickoff Teleconference

The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

Motorola Responsibilities

1. Conduct a project kickoff teleconference.
2. Validate key project team participants attend the meeting.
3. Introduce all project participants.

4. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
5. Review the overall project scope and objectives.
6. Review the resource and scheduling requirements.
7. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
8. Verify Customer Administrator(s) have access to the LMS and CommandCentral Admin Console.

Customer Responsibilities

1. Validate key project team participants attend the meeting.
2. Introduce all project participants.
3. Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
4. Provide VPN access to Motorola staff to facilitate delivery of services described in this Statement of Work
5. Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.
6. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
7. Provide the contact information for the license administrator for the project. I.e. IT Manager, CAD Manager, and any other key contact information as part of this project.
8. Validate access to the LMS and CommandCentral Admin Console.
9. Provide the information required in the CommandCentral Solution Discovery Requirements checklist.

3.2.4 Contract Design Review (CDR)

3.2.4.1 Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach and contractual obligations of each party. The CDR commences upon conclusion of the Project Kickoff session.

Any changes to the contracted scope can be initiated via the change provision of the Agreement.

Motorola Responsibilities

1. Review the Ordering Documents: System Description, Statement of Work and Project Schedule.
2. Review the technical, environmental and network requirements of the system.

3. Review the initial Project Schedule and incorporate Customer feedback resulting in the implementation project schedule. The project schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
4. Review and order contacted hardware.
5. Review the functional demonstration process for CommandCentral Solution and interfaces.
6. Request shipping address and receiver name.
7. Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
8. Review the information in the Customer provided CommandCentral Solution Discovery Requirements checklist.
9. Grant Customer Administrator with access to CommandCentral Admin Console.
10. Grant Customer LMS Administrator with access to the LMS.
11. Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

Customer Responsibilities

1. Project Manager and key Customer assigned designees attend the meeting.
2. Provide network environment information as requested.
3. Providing shipping address and receiver name.
4. Provide locations and access to the existing data and video equipment that will be part of the CommandCentral system per the Agreement.

Completion Criteria

The CDR is complete upon Customer receipt of the CDR Summary report.

3.2.5 Hardware/Software

Hardware and software activities account for the procurement, staging and configuration of server hardware.

3.2.5.1 CloudConnect Server Staging

The objective of this activity is to install the software components on the server procured by Motorola at our staging facility. The server will be tested and verified to be operational in a staged environment. Once validated, the server will be packaged and shipped to the Customer's location for installation.

Motorola Responsibilities

1. Order contracted server related components for delivery to the staging facility.
2. Install and configure system software.
3. Ship staged system to the Customer's installation site.

Customer Responsibilities

1. Receive the staged server and securely store it until Motorola installation.
2. Provide power and assign network IP addresses. Provide backup power, as necessary.
3. Provide network connectivity between the various networks.
4. Provide acknowledgement of receipt of delivered equipment.

Motorola Deliverables

Title/Description
Equipment Inventory
Staged System Delivery

3.2.5.2 CloudConnect Server Configuration

Motorola Solutions Responsibilities

1. Remotely configure Server and install VSphere license.
2. Remotely configure network connectivity and test connection to the server.

Customer Responsibilities

1. Provide remote access to the server remotely.

Completion Criteria

CloudConnect Server configuration is complete.

3.2.6 Interfaces and Integration

The installation, configuration and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

3.2.6.1 Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems as described in the System Description.

Motorola Responsibilities

1. Establish and validate connectivity between the Motorola systems.
2. Validate each system can transmit and/or receive data.

Customer Responsibilities

1. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
2. Provide network connectivity between the Motorola systems.



3.2.6.2 ASTRO 25 Location Integration

Motorola Responsibilities

1. Configure connection between CloudConnect Server and the existing ASTRO 25 Intelligent Middleware (IMW) system.
2. Perform a remote IMW software upgrade (if required for compatible version).
3. Configure IMW location reporting parameters. The location reporting configuration will include location on PTT, location on Emergency, and location on demandProvision subscribers' software licenses as needed.

Customer Responsibilities

1. Provide IMW system.
2. Programming the subscriber fleet to support the GPS Location functionality.

3.2.6.3 CommandCentral Solution Geospatial Mapping Configuration

Motorola Responsibilities

1. Installation and configuration of the connection to the Customer mapping system, (i.e. ESRI online, ESRI server, or static map layers).
2. Test mapping layers and links to validate CommandCentral Solution is accessing and utilizing Customer published GIS data.

Customer Responsibilities

1. Provide access to ESRI/GIS system and/or GIS personnel.
2. Provide published GIS map layers.
3. Work with Motorola staff to publish specific maps beneficial to the Customer analysts.

Completion Criteria

CommandCentral Solution Geospatial Mapping configuration is complete.

3.2.6.4 CommandCentral Aware Floor Plans Configuration

Motorola Responsibilities

1. Import the floor plans into CommandCentral Solution.
2. Test floor plan layers and validate CommandCentral Solution is accessing and utilizing floor plans in the correct location and orientation.

Customer Responsibilities

1. Provide floor plan files in the acceptable formats.

Completion Criteria

CommandCentral Solution Floor Plans configuration is complete.

3.2.7 CommandCentral Provisioning

3.2.7.1 CommandCentral Solution

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

1. Using the CommandCentral Admin Console, provision users, groups, rules and based off Customer Active Directory data.

Customer Responsibilities

1. Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
2. Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

1. CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

3.2.8 CommandCentral Online Training

CommandCentral training is made available to via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola Solutions tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

- Initial setup of Panorama and addition of administrators.
- Provide instruction to the Customer LMS Administrators on:
 - Adding and maintaining users.
 - Adding and maintaining Groups.
 - Assign courses and Learning Paths.
 - Running reports.

Customer Responsibilities

- Go to <https://learningservices.Motorola Solutions.com> and request access if you do not already have it.
- Complete LMS Administrator training.
- Advise users of the availability of the LMS.
- Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided LMS Administrator instruction.

Panorama – A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.

Groups – A more granular segmentation of the LMS that are generally used to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.

Learning Path – A collection of courses that follow a logical order, may or may not enforce linear progress.

3.2.9 CommandCentral Professional Consulting Services

Professional Consulting Services provide the Customer an opportunity to utilize Motorola subject matter experts as needed to address operational concerns: impromptu training, process re-engineering or one on one personalized support.

Motorola Responsibilities

1. Conduct a discovery teleconference with Customer's PM to understand the Customer needs prior to scheduling on-site service.
2. Provide Customer with a summary of the needs discussed during the teleconference that serve as the focus for the on-site service delivery.
3. Upon agreement of the focus of on-site service, schedule a mutually agreeable date for delivery of on-site service.
4. Provide single on-site 3 day service Monday through Friday, 8:00 am to 5:00 pm Customer time.
5. Provide Customer with a summary report of the activities completed as part of on-site service delivery.

Customer Responsibilities

1. Participate in the discovery teleconference and agree to objectives.
2. Schedule a mutually agreeable date for delivery of on-site service.
3. Coordinate availability of people or resources required for Motorola to fulfill the focus of on-site service.

Completion Criteria

Work is considered complete upon Motorola providing Customer with the summary report.

3.2.10 Product Validation

The system is exercised throughout the delivery of the project by both Motorola and the Customer via provisioning and training activities. To solidify Customer confidence in the system and prepare for user operation, Motorola will perform prescribed system validations in accordance with a Product Validation Plan.

3.2.10.1 Functional Demonstration

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

1. Update functional demonstration script.
2. Provide script to Customer for review and acknowledgement.
3. Conduct functional demonstration.
4. Correct any configuration issues impacting access to cloud based features; i.e. map display, location updates, video display and/or interface and integrations.
5. Create a summary report documenting the activities of the functional demonstration and any corrective actions taken by Customer or Motorola during the demonstration.
6. Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

1. Review and agree to the scope of the demonstration script.
2. Witness the functional demonstration and acknowledge its completion.
3. Resolve any provisioning impacting the functional demonstration.
4. Provide Motorola with any requests for feature enhancements.

Completion Criteria

Conclusion of the functional demonstration.

3.2.10.2 Interface Validation

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with what is presented in the System Description.

Motorola is not responsible for issues arising from lack of engagement of third-party and/or Customer resources to perform work required to enable/provision and/or configure an interface to a third-party system, or troubleshooting any issues on the Customer's third-party systems.

Interfaces that cannot be tested due to connectivity issues to external systems, or the unavailability of Customer's third-party system will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the interface experience. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

Motorola Responsibilities

1. Conduct Interface Validation demonstration.
2. Develop remediation plan for anomalies that do not align with Motorola's stated System Description.

Customer Responsibilities

1. Provide access to a resource with access to the interfacing system to validate functionality.
2. Witness the execution of the demonstration and acknowledge successful completion.
3. Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).

Motorola Deliverable

Title/Description
Remediation Plan/Schedule for documented anomalies, as required

3.2.11 Completion Milestone

Following the conclusion of delivery of the functional demonstration the project is considered complete and the Software System completion milestone will be recognized.

3.2.12 Transition to Support and Customer Success

Following the completion of the activation of CommandCentral components, implementation activities are complete. The transition to the Motorola Solutions' support organization completes the implementation activities.

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our team will work with you to ensure Video-as-a-Service has met your expectations and that the solution satisfies your goals and objectives. Contact Customer Success at CommandCentralCS@motorolasolutions.com.

Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone at 1-800-MSI-HELP (option x4, x4, x3) or by emailing support-commandcentral@motorolasolutions.com.

Motorola Solutions Responsibilities

- Provide the Customer with Motorola Solutions support engagement process and contact information.
- Gather contact information for the Customer users authorized to engage Motorola Solutions support.

Customer Responsibilities

- Provide Motorola Solutions with specific contact information for those users authorized to engage Motorola Solutions' support.
- Engage the Motorola Solutions support organization as needed.

Completion Criteria

Conclusion of the handover to support and the implementation project is complete.



SECTION 4

CONSOLIDATED PRICING SUMMARY

Motorola is pleased to present the following pricing to Hall County:

Aware Plus Pricing Table	
Aware Plus (Includes Flock LPR, Avigilon, Genetec and TriTech) Includes Year 1 Subscription	\$275,721.00
Radio Management (1 Year Upfront)	\$63,842.00
Total Combined Solution Cost	\$339,563.00

CommandCentral Aware Plus Subscription Pricing and Radio Management

- Year 2 - \$70,710
- Year 3 - \$70,710

** The Aware Plus option will require an additional SOW to reflect the additional connectors

The total contract price is \$480,983. Invoices will be billed annually in advance of each year, as follows: \$339,563 (Year 1), \$70,710 (Year 2), \$70,710 (Year 3).

4.1 INVOICING AND SHIPPING ADDRESSES

Invoices will be sent to Customer at the following address:	
Name:	
Address:	
Phone:	
Email:	accountspayable@hallcounty.org.
Address of Ultimate Destination for Equipment to be Delivered to Customer:	
Name:	Hall County EOC
Address:	
Equipment Shipped to Customer at the following address:	
Name:	
Address:	
Phone:	



SECTION 5

CONTRACTUAL DOCUMENTATION

Motorola Solutions Customer Agreement

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

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.



- 2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.
- 2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.
- 2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.
- 2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

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

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein.



3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "Fees") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

4.2. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the

Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**Customer-Provided Equipment**"). Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola

Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

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

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

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



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

6.5. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("**Claim**") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by

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

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

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

8. **Limitation of Liability.**

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS



RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

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

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable businessperson would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against



disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding, or as may be required to comply with the Georgia Open Records Act.

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

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and "**Process**" or "**Processing**" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "**Motorola Materials**"). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required

consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 13.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services.



Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

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

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

11. Force Majeure; Delays Caused by Customer.

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

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

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

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

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a



business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Georgia, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

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

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

13.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

13.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.



13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.


13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**


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

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

Motorola: Motorola Solutions, Inc.

Customer: Hall County, GA

By:  _____ By: _____
Name: Alex Sherman _____ Name: _____
Title: GA Area Sales Manager _____ Title: _____
Date: 12/1/2023 _____ Date: _____

APPROVED AS TO FORM

William J. Linkous III, County Attorney

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. **Addendum.** This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.
2. **Delivery of Equipment and Licensed Software.**
 - 2.1. **Delivery and Risk of Loss.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided

by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with Ex Works, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, and (b) the date Motorola otherwise makes the Licensed Software available for download by Customer. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

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

2.3. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

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

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c)

modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.5. Resale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the "EPSLA Term") will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the "**Motorola Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR

CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

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

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “SSA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in an Ordering Document (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-

processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until



the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. The parties acknowledge that pricing for Cyber Services is dependent on the full term or subscription periods specified in any such Ordering Document. Motorola will have the right to suspend the Services if Customer fails to make any payments when due

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

5.3. Customer Data. For avoidance of doubt, for Cyber Services so long as not specifically identifying the Customer, "Customer Data," as defined in the MCA, shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services

5.4. Future Regulatory Requirements. The Parties acknowledge and agree that Cyber Service is an evolving technological area and therefore, laws and regulations regarding Services may change.

Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

6. Liability.

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

6.2. Direct Damages. For avoidance of doubt, notwithstanding the limitation set out in Section 8.2 of the MCA, the direct damages limitation for Cyber services provided under this SSA and limited to the fees, or the portion of fees, relating only to the Cyber Security Services under this SSA, even if such Services are offered or bundled with other Motorola services.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**



Mobile Video Addendum

This Mobile Video Addendum (this “MVA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“Motorola”) and the entity set forth in the signature block below or in the MCA (“Customer”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “MCA”), and the applicable Addenda. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. **Addendum.** This MVA governs Customer’s purchase of any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“VaaS Program”). A “**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum (“SSA”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“EPSLA”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

2. Evidence Management Systems; Applicable Terms and Conditions.

2.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment

and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the EPSLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

2.2. Cloud Hosted Evidence Management. If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), including but not limited to CommandCentral Evidence, VideoManager EX, and VideoManager EL Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 –System Completion** below.

2.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Ordering Document(s).

3. Payment. Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Documents or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Mobile Video System, the Ordering Documents for a Mobile Video System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration (“**Post-Deployment Services**”). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

4. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System; the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

5. Additional Software and Video Terms.

5.1. Unlimited Storage. Storage shall be specifically described in an Ordering Documents. In the event Customer purchases a Cloud Hosted Evidence Management System with “Unlimited Storage”, as specified in the Ordering Documents, then “Unlimited Storage” means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer’s data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding

clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

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

5.3. WatchGuard Detector Mobile. Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

5.4. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**Vigilant VehicleManager**"), which is subject to the terms and conditions of the SSA and the Vigilant Addendum. If Customer purchases a subscription to commercial license plate recognition data, then Customer will execute and agree to the terms of Motorola's standard Data License Addendum.

5.5. License Plate Recognition Data. License plate recognition ("**LPR**") data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer's own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies ("**LEAs**") which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager. LPR data that has reached its expiration date will be deleted from Vigilant VehicleManager. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access Vigilant VehicleManager. Vigilant in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement.

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

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



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

6. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

6.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") may be eligible for a technology refresh as described in the Ordering Documents. If included in the Ordering Documents, and in the event the Body Camera is eligible for replacement applicable under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Ordering Documents) will not be eligible for a technology refresh hereunder.

6.2. No-Fault Warranty. If specified in the Ordering Documents, and subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The "**No-fault Warranty**" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

6.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Documents (the "**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder.

6.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment

Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

6.5. Included Subscription Software.

- 6.5.1. VideoManager EL. Subject to **Section 6.7.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Documents during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer’s subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.
- 6.5.2. CommandCentral. If specified and included in the Ordering Documents, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.
- 6.5.3. CarDetector Mobile. If Customer’s VaaS Program order includes an in-car system, Customer, will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.
- 6.5.4. VideoManager EX: Subject to **Section 6.7.1 – VaaS Term**, if specified in the Ordering Documents, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the SSA. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the VideoManager EX, Customer must purchase additional access to VideoManager EX based on Motorola’s prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to VideoManager EX.

6.6. VaaS Program Payment. Unless otherwise provided in an Ordering Documents (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a “**Subscription Quarter**”), as set forth in an Ordering Documents. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6.7. VaaS Program Term and Termination.

- 6.7.1. VaaS Term. Customer’s participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder (“the “**VaaS Term**”). Following the end of any Commitment

Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

- 6.7.2. **Termination.** The termination provisions applicable to the VaaS Program will be those set forth in the MCA, EPSLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

7. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Ordering Documents. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the EPSLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

8. Additional Cloud Terms. The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

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

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

8.3. Availability. Unless otherwise specified in the Ordering Documents, Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

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

9. Survival. The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – VideoManager EL Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**



Software Products Addendum

This Software Products Addendum (this “SPA”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties (the “**MCA**”), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. **Addendum.** This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

2. **Software Systems; Applicable Terms and Conditions.**

2.1. **On-Premise Software System.** If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-



premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

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

4. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software



System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration (“**Post-Deployment Services**”). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

5. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

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

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

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

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

10. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

10.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-

premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

10.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

10.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

11. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under this SPA.

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

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

12. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

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

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

12.3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

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

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**