

Proposal

Corona Police Department

Flex Software, Server Refresh and CommandCentral Upgrade

October 15, 2025

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Motorola Solutions, Inc.
500 W. Monroe Street Suite 4400
Chicago, IL 60661

October 15, 2025

Matthew Windish
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Corona, CA, 92878

Re: Flex Software, Server Refresh and CommandCentral Upgrade

Dear Matt:

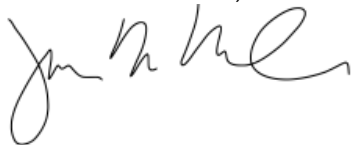
Motorola Solutions, Inc. (“Motorola”) is pleased to provide the attached Proposal to Corona Police Department. This Proposal is valid for 60 days.

Motorola’s Proposal is subject to the terms and conditions of the enclosed Motorola Solutions Customer Agreement (the “MCA”). The Corona Police Department may accept this Proposal by signing the attached MCA and returning it to your Motorola Public Safety Solutions Consultant listed below.

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have, and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

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435-840-0198
Tally.gochis@motorolasolutions.com

Sincerely,
Motorola Solutions, Inc.



Jim Nelson
Vice President, SaaS

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Section 1

System Description

1.1 The CommandCentral Platform

This solution is part of Motorola Solutions' CommandCentral platform, which provides interconnected solutions that unify data and streamline public safety workflows. Through single sign-on capabilities, your personnel can access all CommandCentral applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's information to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral is built to evolve over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can rapidly deliver new features and functionality in a more manageable, non-intrusive way.



Figure 1-1: The CommandCentral End-to-End Platform

Section 2

CommandCentral Aware

2.1 Functional Description: Flock Safety ALPR to CC Aware

2.1.1 Description

NOTE: Per legal agreement with Flock, this interface may only be sold to "bona fide law enforcement" customers. Additionally, Flock may charge a yearly fee for access to the API to enable the interface. The customer should work with Flock to understand the pricing and nature of any such fees for API access.

The Flock Safety ALPR to CommandCentral Aware Interface ("Interface") will receive Automatic License Plate Recognition (ALPR) "hit" data from the Flock Safety ALPR system and deliver it to the CommandCentral Event Ingest system. When events are delivered to the Event Ingest system, they will be available for display within the CommandCentral Aware ("Aware") user interface. When location information is available as part of the ALPR event, then the event can be plotted on the Aware map. Additionally, a tabular list of events can be configured in the Aware interface.

Creation of the hotlist/watchlist is outside the scope of the interface and assumed to be part of the Flock Safety ALPR system.

Use Cases

ID	Description
UC- 01	Receive ALPR hotlist hit events from Flock Safety ALPR and send them to the CommandCentral Ingest API where they will be available to CommandCentral applications such as CC Aware

Technical Requirements

Target System Version	Target System Connection Protocol	Send Only	Receive Only	Bi-Directional	Acknowledge Received / Send
Flock Safety ALPR Webhook API, version 1.0	JSON over HTTPS API (Webhook callback)		Yes		

Configuration

Configuration of the interface will be done via CommandCentral Admin (CCAdmin). Configuration of the hotlist(s) is not in the scope of the Interface. The Customer will need to configure the Motorola Solutions ALPR webhook endpoint in the Flock system by contacting Flock.

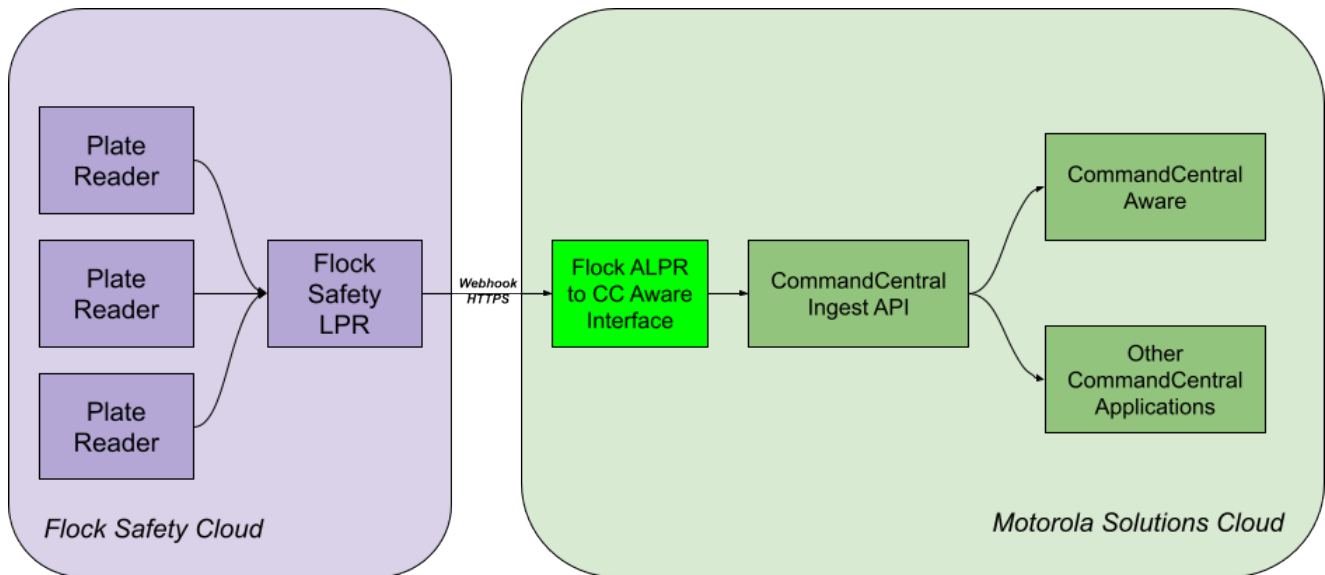
Assumptions/Limitations

- It is further assumed that no filtering or extra processing of the data or business logic (beyond what is necessary to convert it into CommandCentral format) will be required. Each ALPR hit event is expected

to be received in a single message and no cross- referencing or secondary table lookups should be necessary.

- All data fields described below to be imported into CommandCentral are subject to availability from the source API.
- Bi-directional communications with Flock Safety ALPR are not supported (i.e. there will be no ability to send messages, commands, etc. from the CommandCentral system back to Flock Safety ALPR).
- Customer will provide access to developer documentation and API information for the Flock Safety ALPR system. Customer will provide access for MSI engineering (via special URLs, VPN, or another mechanism) to a Flock Safety ALPR sandbox environment for development and testing of the interface. If no sandbox system is available, Customer understands that final testing may need to be completed on their production Flock Safety ALPR system.
- The Interface will be hosted on Motorola Solutions' cloud platform. All Flock Safety ALPR APIs are therefore expected to be available via the internet from the MSI cloud platform. Customer will ensure that any firewalls or access permissions necessary for MSI's cloud servers to access the Flock Safety ALPR API will be configured to enable such access.
- Authentication will be done by static API key provided by Motorola Solutions.

2.1.2 System Diagram



Data Elements

- Events
- Plate read timestamp
- Plate Number OCR
- Plate Image
- Latitude/Longitude of the plate detection/camera location

Motorola Solutions Responsibilities

- Implement the Interface according to the details specified in this document
- Configure and deploy the Interface to work with the customer's systems
- Conduct a functional demonstration validating the Interface works in accordance with this document

Customer Responsibilities

- Provide MSI access to API documentation and developer documentation for Flock Safety ALPR system
- Provide MSI engineering access to a Flock Safety ALPR sandbox system for development and testing
- Perform any configuration necessary to permit MSI CommandCentral cloud-based systems to access Flock Safety ALPR API (firewall configuration, etc.)
- Configure the MSI-provided webhook URL and authentication information into the Flock Safety ALPR system
- Coordinate meetings/discussions with 3rd party ALPR vendor as needed
- Participate in system and acceptance testing

2.2 Solution Description

2.2.1 Overview

Motorola Solutions presents the following solution for Corona Police Department.

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 include Computer Aided Dispatch (CAD) systems, Call Handling, Land Mobile Radio (LMR), or Video Management Systems (VMS). Users can communicate with confidence, knowing their information is hosted in the highly secure Microsoft Azure cloud.

The Plus offer allows you to consolidate and view Motorola Solutions and third-party video management systems for an increased range of options for streaming, as well as connect to camera feeds in your community, to bring more real-time video feeds into your command center. This helps intelligence analysts in the command center gain valuable visibility to the field, quickly identify emergency situations and provide remote supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

Solution Elements

CommandCentral Aware consists of a series of core functional modules and integrated systems that power the solution. The CommandCentral Aware Plus offer includes the following:

Modules:

- Esri-based unified map
- Configurable event monitor
- Workflow automation rules engine

Integrations:

- Radio Location, Detail and Status
 - APX Next, XN, XE and N70 Radios
 - APX Portable and mobile radios

Cloud anchor server hardware and required software is also available, if not already present, to establish a connection between on- premises systems and the Motorola cloud hosting environment.

2.2.2 Modules included with the CommandCentral Aware Plus Offer

The CommandCentral Aware Plus offer includes the following modules.

2.2.2.1 Unified Map

CommandCentral Aware offers a unified mapping interface, powered by Esri, to display resources, event locations and alerts overlaid on detailed base maps and customer specific GIS layers. Users can view all location-based data on the map display. The CommandCentral Aware map includes the following:

- **Custom Map Layers** – Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- **Map Layers Panel** – Show or hide event data and map layers to refine the map view.
- **Event Detail Display** – View details associated with each event on the map.
- **Incident Recreation** – Replay a time lapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or Esri ArcGIS Pro.
- **Traffic and Weather** – Overlay real-time traffic data and a weather radar map layer.
- **Building Floor Plans** – Enhance your map view with the addition of indoor floor plans using ArcGIS Indoor Floor plan layers.
- **Collaborative Drawing Tools** – Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- **Zones of Interest** – Create geofences that geographically filter information in a defined area.
- **Directed Patrol Alerts** – Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- **Unit Management** – From CommandCentral Admin, affiliate various resources such as radios and body worn cameras into units that can be named and intelligently tracked based on data from all affiliated resources.

Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

Rules Engine

The CommandCentral Aware rules engine allows users to create highly configurable rule sets to trigger actions based on the occurrence of events matching the rule criteria. For example, rows in the Event Monitor can be highlighted and audible alerts for critical events can be triggered. These visual or auditory triggers reduce the number of steps needed to support an incident. Rules are used to trigger scenarios. For example, if a panic button alert is received, Aware will pin and highlight the event in the Event Viewer, zoom and pan to the location on the map and play nearby cameras in the Video module.

2.2.3 Integrations

The CommandCentral Aware Plus offer the following integrations:

Radio Location, Detail and Status

APX Next, XN, XE and N70 Radios

The CommandCentral Aware Plus offer comes with integration to APX NEXT, XN, XE and N70 radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked.

APX Portable and Mobile Radios

The CommandCentral Aware Plus offer comes with the ability to integrate with APX portable and mobile radios. APX radios can send device location, details and status over an ASTRO network for locationing of radios when Push-To-Talk (PTT) is activated on the device or cadence-based locationing through the ASTRO data network, which uses integrated voice and data. This data is available in CommandCentral Aware on the map and event monitor. Alerts can be triggered when the radio registers "person down" status at an angle with no movement, when the emergency button is pressed on the radio or when a vehicle equipped with APX radios experiences significant impact.

APX Next, XN, XE and N70 Radios

The CommandCentral Aware Plus offer comes with the ability to integrate with APX radios equipped with an active SmartLocate subscription. Once SmartLocate is activated, these APX radios can send device location, details and status over a broadband network. This data is available in CommandCentral Aware on the map and event monitor. Broadband connectivity via SmartLocate increases the frequency of location reporting beyond the capability of an LMR system to improve location accuracy and enable more devices to be tracked. Alerts can be triggered when the radio registers "person down" status at an angle with no movement, when the emergency button is pressed on the radio or when a vehicle equipped with APX radios experiences significant impact.

2.2.4 Cloud Security and Compliance

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

FedRAMP Certified Cloud

The CommandCentral Aware Plus offer is available to be hosted on GovCloud meeting high impact status determined by the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB). U.S. government customers can safely deploy CommandCentral Aware backed by FedRAMP's highest impact level of security. Some of the Aware Plus modules described above are not currently available with the FedRAMP deployment option.

2.2.5 Capacity and Latency

CommandCentral Aware instances have the following capacity parameters:

- 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 32,000 total fixed cameras supported per CommandCentral Aware instance.

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 CommandCentral Aware from the source application (CAD, AVL, ALPR).

Although CommandCentral Aware strives to provide near real-time performance, Motorola provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

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

Network Bandwidth Specifications

Network: Customer provided internet access and remote access capability

Minimum bandwidth: 1.1 Mbps between Cloud Anchor Server and CommandCentral Aware cloud platform

Networking Requirements

The following chart displays the requirements for accessing external network resources from within your Aware deployment. The final set of requirements will vary depending on the modules being deployed.

Box	Source IP	Destination IP	Protocol	Destination port
CloudConnect	<CloudConnect IP>	idm.imw.motorolasolutions.com	TCP	443
	<CloudConnect IP>	aware-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	admin-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	aware-publisher-ws.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	registry.commandcentral.com	TCP	443
	<CloudConnect IP>	s3-us-west-2-r-w.amazonaws.com	TCP	443
	<CloudConnect IP>	platformy-registry.s3.us-west-2.amazonaws.com	TCP	443
	<CloudConnect IP>	oneinterfaceblobstore.blob.core.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	ccinterfaces-ccbrokeprod.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	ccinterfaces-sasgenprod.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	services.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	qrwbubhpaovhj-sbu.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	qrwbubhpaovhj-sbu.servicebus.usgovcloudapi.net	TCP	5671
	<CloudConnect IP>	loc-srv-ingest-production.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	loc-srv-ingest-2-production.servicebus.usgovcloudapi.net	TCP	443

Box	Source IP	Destination IP	Protocol	Destination port
One-time cloudconnect provisioning	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	8080
	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	22
VMS Proxy	<VMS Proxy IP>	<CloudConnect IP>	TCP	22
	<VMS Proxy IP>	<CloudConnect IP>	TCP	8080
	<VMS Proxy IP>	<Genetec VMS IP>	TCP	5500
	<CloudConnect IP>	<VMS Proxy IP>	TCP	40080
IMW	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65001
(assuming 5.2.3 and above)	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65002
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65003
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65005
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65006
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65008
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	9031
Aware clients	<Aware client IP(s)>	<VMS Proxy IP>	TCP	40080
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	554
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	560
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5004
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5500
	<Aware client IP(s)>	admin.commandcentral.com	TCP	443

Box	Source IP	Destination IP	Protocol	Destination port
	<Aware client IP(s)>	aware.commandcentral.com	TCP	443
	<Aware client IP(s)>	idm.imw.motorolasolutions.com	TCP	443

2.2.6 Hardware

Motorola is providing the Cloud Anchor Server hardware with this solution. The Cloud Anchor server available through Motorola Solutions is typically an HP DL20 or similar grade server sized for up to 4 simultaneous VMs.

2.2.7 Cloud Anchor Server Specifications

Host Server CPU	Intel Xeon 3.4 GHz or greater
Host Server RAM	64GB DDR or greater
Host Server OS	VMWare ESXi 8.X
Host Server Hard Drive	1TB or greater (SSD or SAS)
Data Interface Virtual Machine	8GB RAM, 2 virtual CPUs, 20GB disk storage
Video Interface Virtual Machine	16GB RAM, 2 virtual CPUs, 64GB disk storage
Operating System	Windows 2022 and above installed
Network Interface Card	1GB NIC Port
IP Address	Two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the Cloud Anchor Virtual Machines
Network Port	One network port for each VMS server One network port for each VMS analytics appliance

2.2.7.1 CommandCentral Aware Workstations PCs

Workstation PCs deployed to run CommandCentral Aware often display Aware modules over three separate monitors and require appropriate PC resources to display a variety of real-time data and videos across multiple displays, including the ability to stream up to 16 concurrent video feeds. Motorola does not sell PCs as part of the Aware deployment. Below are recommendations for customer provided PCs.

Processor	High-end Business or Server Grade Intel CPU Reference: <ul style="list-style-type: none"> ▪ Intel Core i7 13700K 5.40 GHz (16 Cores) ▪ Intel Xeon 3.0 GHz (12 cores) or greater
RAM Memory	32 GB DDR or greater
Hard Drive	512GB SSD or greater
Operating System	Windows 10 Professional or greater
Network Card	1 GB port
Graphics Card	NVIDIA T1000 8 GB or greater (support for 3 or 4 monitors)
Display	Narrow Bezel IPS Display, 2560x1440
Monitor	27" monitor or larger
Web Browser	Google Chrome (latest version available)

2.3 Statement of Work

2.3.1 Overview

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, Inc. (Motorola) system as presented in this offer to Corona Police Department, CA 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 will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola’s Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Solution Description and system integration and or subscription services as described in this SOW and contract agreements.

2.3.2 Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola’s information and management systems, project resources are assigned, and Project Planning activities commence, Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

2.3.3 Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five business days of completion or receipt of a deliverable.

As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

2.3.4 Project Roles and Responsibilities

2.3.4.1 Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned 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, webconference or other remote method in fulfilling its commitments as outlined in this SOW.

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

Motorola has developed and refined its project management approach 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, our practices support the design, production and validation 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 the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.

- Manage collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Consultant

If Consulting Services are included with this offer, the Motorola Consultant will work with the Customer project team on operationalizing the system into Customer's workflows and processes. The Consultant's responsibilities include the following:

- Provide training and guidance to the Customer on the use, operation and integration of the system.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

Customer Success Advocate

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

- 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.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

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

Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core 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 Customer Core Team must be committed to participate in activities for a successful

implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

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

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team, including timely facilitation of efforts, tasks and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- 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.
- Provide Motorola personnel building access (and issue temporary identification 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.
- Ensure remote network connectivity and access to Motorola resources.
- 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.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.

- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

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).

Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff and they will remain engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

Subject Matter Experts

The Subject Matter Experts (SMEs or Super Users) are the core group of users involved with the Business Process Review (BPR) and the analysis, training and provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN and wireless networks. They will provide required information about the devices and infrastructure related to servers, clients, radio, video and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external and third party systems to which the Motorola system will interface.

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 Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

General Customer Responsibilities

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

- 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, radios, cameras, sensors and the like.

- Configuration, maintenance, testing and supporting the third-party systems that the Customer operates and will be interfaced as part of this project.
- Providing the Applications Programming Interface (API) or Software Development Kit (SDK) software licenses and documentation that details the integration process and connectivity for the level of custom third-party interface integration defined by Motorola.
- Communication and coordination between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer- provided, alternate remote conferencing solution.

2.3.4.2 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 ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help 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 the Customer Project Manager 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

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third-party engagement/considerations (as applicable).
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal (LXP) training approach.
- Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
- Review the Implementation Packet.

- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.
- Collaborate with the Motorola Project Manager and set the Project Kickoff meeting date.

2.3.5 CommandCentral Enablement

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

2.3.6 Agency and User Setup

The Customer's agency(ies) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin application. The provisioning process allows the agency(ies) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin application to establish the Customer and the Customer's agency(ies) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Use the CommandCentral Admin application to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

2.3.7 Project Kickoff

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

Motorola Responsibilities

- Conduct a project kickoff meeting.
- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.

- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Verify that Customer Administrator(s) (as defined during Pre-Implementation Review) have access to the LXP and CommandCentral Admin application.
- Obtain from Customer all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access.
- If third-party interfaces are included, request API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces with local and remote systems.

Customer Responsibilities

- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
- Validate that 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.
- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirements) needed for Motorola resources to obtain access to each of the sites identified for this project.
- 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.
- Validate access to the LXP and CommandCentral Admin application.
- Provide the information required in the Implementation Packet.

2.3.8 Contract Design Review (CDR)

2.3.8.1 Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach, validation plan and contractual obligations of each party. Any changes to the contracted scope can be initiated via the change provision of the Agreement.

Motorola Responsibilities

- Review the contract exhibits: Solution Description, Statement of Work and Project Schedule.
- Review the technical, environmental and network requirements of the system.
- If Motorola is providing hardware, request shipping address and receiver name.
- Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
- Review the information in the complete Implementation Packet.

- Grant Customer Administrator access to CommandCentral Admin application.
- Grant Customer LXP Administrator access to the LXP.
- Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

Customer Responsibilities

- Project Manager and key Customer project team attend the meeting.
- Provide network environment information as requested.
- If Motorola is providing hardware, provide shipping address and receiver name.
- Provide locations and access to the existing equipment that will be part of the CommandCentral system per contract.

Completion Criteria

Delivery of CDR Summary report.

2.3.9 Environmental Design Considerations

The following environmental requirements must be met by Customer no later than the completion of the CDR in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics.
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Provide for any electrical or infrastructure improvements required at the Customer's facility.
- Provide backhaul equipment, installation and support costs.
- Provide devices such as workstations, tablets and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is required for optimal performance. CommandCentral Aware workstations must support MS Windows 10 Enterprise or greater. Customer will provide Antivirus software for the CommandCentral Aware client.
- Existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
- If interfaces are being included in this offer, the Customer is responsible for all necessary third-party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support or pricing to support Customer third-party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third-party systems, to include CommandCentral interfaces that result from the customer upgrading a third-party system. Motorola strongly recommends you work with our team to understand the impact of such upgrades prior to taking any upgrade action.

- Provide all environmental conditions as outlined in the Aware Solution Description, such as power and network requirements.

2.3.10 Hardware/Software Installation and Configuration

2.3.10.1 Procure and Ship Equipment

Motorola Responsibilities

- Procure contracted equipment in accordance with the equipment list.
- Arrange for shipping to the Customer's location.
- Notify Customer of equipment shipping specifics and ETA for arrival.

Customer Responsibilities

Receive and store Motorola provided hardware.

Completion Criteria

Equipment order is completed and ready to be shipped to Customer.

2.3.11 CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- If Motorola is providing hardware, perform physical installation of the Cloud Anchor Server on existing equipment rack, connect to power and network, and assign IP addresses for the network.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

2.3.12 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.

2.3.12.1 Interface Installation and Configuration

Installation and configuration of interfaces will be completed in accordance with the System Description. Connectivity will be established between the Motorola system and the external and/or third party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and validating of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the Solutions Description.
- Demonstrate the interface usability in accordance with the Project Validation Plan.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel who are proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between CommandCentral Solution and the third-party systems for interface installation and configuration. Act as liaison between Motorola and third-party vendors or systems as required to establish connectivity with CommandCentral Solution.

Completion Criteria

Interface and integration tasks are considered complete upon demonstration of the functionality.

Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Solution to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola is provided with information and access to systems, Motorola will be able to mitigate these difficulties. If Motorola mitigation requires additional third-party integration, application upgrades, API upgrades and/or additional software licenses, those costs will need to be addressed through the change provision of the contract

2.3.12.2 ASTRO 25 Location Integration

If Astro Location is being used by another application, the following responsibilities are applicable:

Motorola Responsibilities

- Configure connection between CloudConnect Virtual Machine and the existing ASTRO 25 Intelligent Middleware (IMW) system.
- Perform a remote IMW software upgrade (if required for compatible version).
- Configure IMW location reporting parameters. The location reporting configuration will include location on PTT, location on emergency and location on demand.
- Install core and site licenses for enhanced data, if enhanced data is selected.
- Set Cadence Threshold in conjunction with Capacity Study results.
- Provision subscribers' software licenses as needed.

Customer Responsibilities

- Provide IMW system.
- Program the subscriber fleet to support the Location on PTT functionality.

2.3.12.3 ASTRO 25 Location Integration

If ASTRO Location is not being used elsewhere (besides Aware), the following responsibilities are applicable:

Motorola Responsibilities

- Install and configure LRRP Connector on customer specified hardware.
- Install core and site licenses for enhanced data, if enhanced data is selected.
- Set Cadence Threshold in conjunction with Capacity Study results.
- Provision subscribers' software licenses as needed.

Customer Responsibilities

- Provide location for LRRP Connector.
- Enable necessary traffic through firewalls, as specified by Motorola, for LRRP functionality.
- Program the subscriber fleet to support the Location on PTT functionality.

2.3.12.4 CommandCentral Solution Geospatial Mapping Configuration

Motorola Responsibilities

- Installation and configuration of the connection to the Customer-provided mapping system (ArcGIS Online, ESRI ArcGIS Server or ArcGIS Portal).
- Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

Customer Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer analysts.

2.3.13 CommandCentral Solution Provisioning

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

Motorola Responsibilities

- Using the CommandCentral Admin application, provision users and groups based on Customer Active Directory data.

Customer Responsibilities

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

Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

2.3.14 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

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features (i.e., map display, location updates, video display and/or interface and integrations).
- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

Completion Criteria

Conclusion of the functional demonstration.

2.3.15 CommandCentral Training

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer- based (online) and instructor-led. Training delivery methods vary depending on course content and offer.

2.3.15.1 Learning eXperience Portal (LXP Online Training)

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. This training modality allows the Customer to engage in

training when convenient. All training, unless explicitly specified and defined, is online, computer-based, self-paced learning.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Provide technical support for user account and access issues, base system functionality and Motorola-managed content.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002) and LXP Group Administrator Overview (LXP0003).
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola to engage Technical Support when needed.

2.3.15.2 Instructor-Led Training Motorola Responsibilities

Motorola Responsibilities

- Deliver training materials in electronic format.
- Deliver 2 Days On-Site Only Training.
- Provide Customer with training attendance rosters and summarize any pertinent observations.

Customer Responsibilities

- Supply classroom, one login per attendee and one workstation per attendee.
- Designate a single point of contact who will work with Motorola to ensure the training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

2.3.16 Completion Milestone

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

2.3.17 Transition to Support and Customer Success

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities

- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

Customer Responsibilities

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

Section 3

Remote Server Migration

3.1 Introduction and Purpose

This SOW guides the primary activities and responsibilities for the server migration project. It documents project implementation requirements, identifies each major task within the implementation process, sets expectations for each party, and identifies the criteria by which Motorola and Customer will consider a task complete.

3.1.1 Project Objectives

Ongoing objectives of the Server Migration project:

- Move the Flex application, data, and interfaces from current server to new server.

Specific SOW objectives:

- Complete the project plan and schedule
- Obtain hardware (Included in Motorola Proposal)
- Perform pre-migration audit
- Configure, set up, and install the server
- Migrate Flex data and existing interfaces to new server

3.1.2 Change Management Procedures

In the event it is necessary to change this SOW or, if applicable, a Scope of Work document, the following procedure will be used:

- The party requesting the change will issue a Change Request document (“Change Request”). The Change Request will describe the nature of the change, the reason for the change, and the effect of the change, which may include changes to the work product. The Change Request will also include any changes in pricing.
- Either party may initiate a Change Request for any material changes to this SOW and any applicable Scope of Work. The requesting party will review the proposed change with the other party and the parties will negotiate reasonably and in good faith to agree upon the requested change and any changes to the fees or schedule that may result therefrom. Upon the parties’ agreement, the appropriate authorized representatives of the parties will sign the Change Request, indicating acceptance of the changes by the parties.
- Upon execution of the Change Request, the Motorola and Customer Project Managers will incorporate the change into the SOW or Scope of Work.

3.1.3 Project Assumptions and General Responsibilities

Project Assumptions

- The new Flex System will be implemented in a (**Linux**) environment.
- Customer network is available and appropriately configured.
- Hardware is purchased that meets or exceeds Motorola's current hardware requirements.
- Third party vendors provide required information for interface configuration.
- This engagement will begin on a mutually acceptable date after Motorola is in receipt of a signed contract from Customer that covers the fees and expenses described therein.
- The customer will provide appropriate technical and management resources to participate in the migration as identified in the project tasks and responsibilities.

Customer Responsibilities

- Maintain effective communications with the Motorola Project Manager.
- Participate in project status meetings.
- Respond to issues and concerns as communicated by the Motorola Project Manager.
- Provide Motorola with Customer-approved project change requests.
- Coordinate required Customer tasks and responsibilities with the Motorola Project Manager.
- Manage all third party vendors for which Customer contracts facilitate project activities.
- Ensure Customer project team members have the knowledge and expertise to meet required project responsibilities.
- Continue to provide onsite and dedicated remote access.

Motorola Project Team Responsibilities

- Function as the liaison with Customer's designated project manager.
- Provide the customer with a project management plan, including a cut-over plan for Go-live.
- Supply administration and configuration documentation, student manuals (training plans), and end user Documentation if needed.
- Manage all aspects of the implementation, including project communications.
- Participate in the project planning and system setup.
- Coordinate and schedule the delivery of all products and services provided by Motorola.
- Conduct project status meetings via conference call.
- Facilitate the submission and approval of Customer change requests.
- Provide responses and recommend resolutions to Customer issues.
- Facilitate the server migration.

3.1.4 Project Tasks and Responsibilities

This section outlines all project phases, individual tasks, and responsible parties required to meet the goals and objectives of this SOW. Motorola and Customer will perform their respective tasks through a

combination of remote collaboration, coordination via telephone, email communications, and other remote means, as appropriate.

Project Planning & Kickoff Meeting	
<p>Task Description Pre-Installation and Project Planning will consist of a series of tasks and activities to help prepare the Customer and the Contractor for the migration process. Tasks include in no particular order:</p> <ul style="list-style-type: none"> ▪ Kickoff meeting with a review of the project. ▪ Review list of purchased modules, interfaces and services of the project contract as well as the Scope of Work. ▪ Review by the Motorola Solutions Architect of what will be needed from the agency during the migration. <p>Deliverables</p> <ul style="list-style-type: none"> ▪ Install document checklist, listing what is needed from the agency in regards to interfaces, hardware, and module setup. <p>Prerequisites</p> <ul style="list-style-type: none"> ▪ Not applicable 	
Motorola	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Conduct Kickoff Meeting 	<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Attend Kickoff Meeting
<p>Required Staff</p> <ul style="list-style-type: none"> ▪ Project Manager ▪ Solution Architect 	<p>Required Staff</p> <ul style="list-style-type: none"> ▪ Project Manager ▪ Customer Project Team

Order Hardware	
<p>Task Description The purpose of this task is to order the hardware required for the Motorola system. Customer or Motorola (as specified in the Agreement) will be responsible for procuring the server needed to meet Motorola’s hardware specifications. Together, Motorola and Customer will review the purchase order to verify the purchased hardware meets system specifications. Hardware will then be shipped to the customer’s location. If providing their own hardware, it is the customer’s responsibility to ensure the hardware is installed, correct networking is in place, and provide MSI remote access, using BeyondTrust (MSI will provide the link).</p> <p>Deliverables</p> <ul style="list-style-type: none"> ▪ Hardware requirements <p>Prerequisites</p> <ul style="list-style-type: none"> ▪ Pre-Installation and Project Planning 	
Motorola	Customer

<p>Responsibilities</p> <ul style="list-style-type: none"> • Verify hardware order • Order hardware (per Contract) • Provide minimum and recommended hardware requirements for all workstations 	<p>Responsibilities</p> <ul style="list-style-type: none"> • Order hardware (per Contract) • Ensure hardware (workstation) upgrades, as needed
<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • Solution Architect 	<p>Required Staff</p> <ul style="list-style-type: none"> • Project Manager • IT personnel • System Administrator

Finalize Project Schedule	
<p>Task Description</p> <p>During this task, the project managers from both Motorola Solutions and Customer, as well as Customer personnel who make decisions regarding resource allocations or scheduling, will meet and review the project schedule. These individuals will make any necessary adjustments based on known changes in resource availability. Motorola's project manager will then update the schedule.</p> <p>The project schedule will be further updated as necessary over the course of the project. All changes to the schedule will be mutually agreed upon and, if required, documented via the mutually agreed upon change order process. Any schedule changes that occur will be a part of the project status reports provided by Motorola's project manager.</p> <p>As a standard, Migration Projects are scheduled to occur during normal business hours. This ensures we have appropriate resources to assist with the project.</p> <p>Deliverables</p> <ul style="list-style-type: none"> ▪ Final project schedule <p>Prerequisites</p> <ul style="list-style-type: none"> ▪ Not applicable 	
Motorola	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Lead Customer through a review of the project schedule ▪ Update the project schedule 	<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Ensure personnel who can make resource allocation and scheduling decisions attend Project Schedule review
<p>Required Staff</p> <ul style="list-style-type: none"> ▪ Project Manager ▪ Solution Architect 	<p>Required Staff</p> <ul style="list-style-type: none"> ▪ Project Manager ▪ System Administrator

Pre-Migration Audit	
<p>Task Description The Motorola Solutions Architect will perform an audit of the current Customer system. Information about the current system will be gathered and recorded and checked against migration prerequisites.</p> <p>Deliverables</p> <ul style="list-style-type: none"> ▪ Migration Process Document <p>Prerequisites</p> <ul style="list-style-type: none"> ▪ Access to current server via BeyondTrust 	
Motorola	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Verify Flex version ▪ Verify third party interfaces provided by Customer ▪ Record network configuration including interfaces and routes ▪ Identify crons/scheduled tasks being used on system ▪ Identify time zone ▪ Locate and record any custom files, scripts, screens, etc. 	<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Patch to a current released version for migration process ▪ Supply third party interfaces to Solution Architect ▪ Validate a good backup has been performed ▪ Decide which cron/scheduled tasks are still valid ▪ Update custom cron/scheduled tasks created by Customer ▪ Update and configure System Printers (if applicable; no longer supported by Motorola)
<p>Required Staff</p> <ul style="list-style-type: none"> ▪ Project Manager ▪ Solution Architect 	<p>Required Staff</p> <ul style="list-style-type: none"> ▪ System Administrator ▪ IT department

Install and Configure Hardware and Operating System	
<p>Task Description The configuration and installation of the new server will be jointly conducted with the Customer's IT staff. A flat installation of Flex will be performed on a new server after the agency configures and installs the OS. The new environment needs to be accessible at least four weeks prior to scheduled migration.</p> <p>Deliverables</p> <ul style="list-style-type: none"> ▪ Server installed and configured <p>Prerequisites</p> <ul style="list-style-type: none"> ▪ Server location, equipment, networking and supply of power provided ▪ Temporary IP Address for server identified 	
Motorola	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Conduct initial tests of the equipment and correct any problems or deficiencies ▪ Load planned Flex version 	<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Install server and operating system ▪ Configure database storage space allocation ▪ Facilitate physical installation of server (rack, power, network connectivity) ▪ Provide temporary IP address for new server ▪ Configure server network interface(s)
<p>Required Staff</p> <ul style="list-style-type: none"> ▪ Project Manager ▪ Solution Architect 	<p>Required Staff</p> <ul style="list-style-type: none"> ▪ System Administrator ▪ IT department

Remote Migration	
<p>Task Description Motorola Solutions Architect will perform migration remotely. Communication will be frequent through email and phone. Migration will be performed during the agreed scheduled week. Customers will need to plan on 1-6 hours of downtime for day one, and 2-8 hours of downtime for day two.</p> <p>Deliverables</p> <ul style="list-style-type: none"> ▪ Migration to new server <p>Prerequisites</p> <ul style="list-style-type: none"> ▪ Hardware installed and connected to network 	
Motorola	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Perform the migration (detailed steps provided in Attachment A) ▪ Restore interfaces on new server ▪ Troubleshoot any issues 	<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Communicate to end users about length of downtime ▪ Install updated Flex client application on PCs if needed ▪ Install additional required Windows software ▪ Provide issue assessment and priorities to Solution Architect
<p>Required Staff</p> <ul style="list-style-type: none"> ▪ Solution Architect 	<p>Required Staff</p> <ul style="list-style-type: none"> ▪ System Administrator ▪ IT department

Post Migration TS Transition Call	
<p>Task Description Motorola Solutions Project Manager will conduct a wrap up call with Customer & Solution Architect, in verifying the task list of the items for the Server Migration and transition back to Motorola Technical Services for on-going Support. Verify the completeness of the Migration for the core software and interfaces. Establish transition of communication moving forward through Technical Services for issues related to the software.</p>	
<p>Deliverables</p> <ul style="list-style-type: none"> ▪ Post Migration Transition Call 	
<p>Prerequisites</p> <ul style="list-style-type: none"> ▪ Migration completed 	
Motorola	Customer
<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Conduct a post migration transition call. 	<p>Responsibilities</p> <ul style="list-style-type: none"> ▪ Participate in a post migration transition call.
<p>Required Staff</p> <ul style="list-style-type: none"> ▪ Solution Architect ▪ Project Manager 	<p>Required Staff</p> <ul style="list-style-type: none"> ▪ System Administrator ▪ IT department

Basic Migration Schedule** ** Subject to change

Timeline	Description of Events	Involved Parties
Prior to Migration Week	<ul style="list-style-type: none"> ▪ New server access and prep 	Agency IT and MSI SA
Day 1 of Migration Week	<ul style="list-style-type: none"> ▪ 1-6* hours of downtime. ▪ Users log back in on the current server. ▪ Data is transferred and loaded onto new server 	Agency IT/SAA and MSI SA
Day 2 of Migration Week	<ul style="list-style-type: none"> ▪ 2-8* hours of downtime. ▪ Transaction logs from the previous day are transferred and loaded onto the new server. ▪ Users log in on the new server. Interfaces are brought over. 	Agency IT/SAA and MSI SA
Remainder of Migration Week	<ul style="list-style-type: none"> ▪ Interface and issue troubleshooting 	Agency IT/SAA and MSI SA
Following Migration Week	<ul style="list-style-type: none"> ▪ Transition back to regular support 	Agency SAA and MSI Support

Section 4

Server Refresh

4.1 Description

Solution Summary

2 - Dell R660 Servers

- 1 - Intel® Xeon® Gold 6542Y Processor per Server
 - » 24 - 2.9 GHz / 4.1 GHz(Turbo) Cores per Server
- 512GB Memory per Server
- 2 - 1GbE Base-T Ports plus 4 - 1/10GbE Base-T Ports Plus 6 - 10/25GbE SFP28 Ports
- 0.9TB Useable Flash Storage
- 5 Years of 24x7x4 hardware support with keep your hard drive add-on
- Windows Server Data Center - Unlimited Windows Server VM's per server
- 1 - Red Hat Enterprise Linux Subscription with 5 years of support for 2 virtual machines

1 - Dell ME5024 Storage Array

- 12 - 1.92TB SSD Drives
- 22.5TB Raw Capacity, 12.7TB Usable Capacity
- 5 Years of Support with Defective Media Retention / Keep your Drive

1 - Dell R760 Server (DR Site)

- 1 - Intel® Xeon® Gold 6542Y Processor
 - » 24 - 2.9 GHz / 4.1 GHz(Turbo) Cores
- 512GB Memory
- 2 - 1GbE Base-T Ports plus 4 - 1/10GbE Base-T Ports Plus 2 - 10/25GbE SFP28 Ports
- 17.7TB Useable Flash Storage expandable to 49.4TB Useable for the cluster
- 5 Years of hardware support with keep your hard drive
- Windows Server Data Center - Unlimited Windows Server VM's

Virtualization Software

- Microsoft Hyper-V

Backup Software and NAS Storage

- 5 year Veeam Universal Subscription for 10 virtual machines
- 2 - Synology RS1221+ NAS devices, each with 5 - 16TB 7200 RPM SATA drives
 - » 48TB of useable storage, expandable to 96TB

Solutions II Professional Services

- Onsite installation and integration of the solution into the Agency's existing environment
- 10 hours of Solutions II Support for assistance with the environment after installation

4.2 Professional Services

This quote includes onsite implementation services from Solutions II for all quoted hardware and software. Solutions II will coordinate with Motorola project managers and the Agency to ensure schedules and deadlines are met, to verify hardware delivery, schedule Solutions II engineers to be on site and provide the Agency with all information needed to successfully deploy the solution. Once the solution is deployed, Solutions II provides documentation of the implemented environment and continues to support the new environment for up to a year after installation with a block of support hours so Solutions II engineering resources can continue to assist with any issue not covered by Motorola Flex support.

Solutions II services are contracted through Motorola Solutions Inc., in accordance with and subject to the Agreement Terms set forth in the Master Services Agreement Number SPLM11.24.10. Any obligations are limited to the services described in this quote and any subsequent Project Change Requests.

4.2.1 Description of Services

Services for this engagement will be delivered by a combination of onsite and remote efforts. All travel expenses for one (1), multiple day trip to the Agency's location are inclusive in this project. Remote work performed by Solutions II may require onsite assistance from the Agency and Motorola. It is important that all team members are available as scheduled.

The following services will be performed by Solutions II.

1. Project Management
 - a. Solutions II will assign a Project Coordinator to support project execution and serve as the primary point of contact throughout the project. Responsibilities include:
 - I. Facilitating project kickoff and ongoing coordination meetings
 - II. Leading execution and closure
 - III. Coordinating with the Client's Project Manager to support scheduling and logistics of Solutions II resources
 - IV. Ensuring Solutions II resources are informed of schedules and deliverables
 - V. Preparing and distributing status updates to project stakeholders, which may include:
 1. Upcoming tasks and next steps
 2. Identified issues, risks, and mitigation strategies
 3. Client dependencies and any impact on the projects progress or deliverables
 - VI. Serve as the primary point of contact for all Solutions II-related communications, updates, and coordination of tasks and support hours
 2. Implementation
 - a. Project kickoff and Pre-Implementation Planning
 - I. Facilitate Internal/External Kick Off Meetings
 - II. Identify network (IPs, DNS, connectivity, etc.) and facilities readiness (rack, power, cabling, etc.)

- III. Validate hardware and software receipt
- IV. Arrange for remote access
- b. Production site infrastructure installation and configuration
 - I. Installation and configuration of 2 - Dell R660 Servers and 1 Dell ME5024 Storage Array
 1. Work with agency team on physical installation of hardware
 2. Cable server ensuring redundancy based on supporting infrastructure
 3. Configure lights out management interfaces
 4. Configure RAID controller
 5. Apply vendor firmware updates
 - II. Install Windows Server (Core or GUI).
 1. Set Administrator Password
 2. Set Server Hostname
 3. Configure network services and firewall (Active Directory, NTP, Remote Desktop, Firewall)
 4. Install required Windows Server features (Hyper-V, Failover Clustering), MPIO, RSAT tools)
 5. Install Windows updates
 - III. Configure the Storage Array
 1. Configure the controller management interfaces
 2. Configure redundant storage network paths to the hosts
 3. Configure storage pools and volumes
 4. Present storage to the hosts
 - IV. Configure Server Network Adapters as needed
 1. Management, Cluster, iSCSI, Migration, Backup
 - V. Configure Failover Clustering
 1. Validate cluster configuration
 2. Configure the cluster Quorum (File Share Witness, Disk Witness, or Cloud Witness)
 3. Add Cluster Shared Volumes
 4. Configure cluster heartbeat thresholds
 5. Configure cluster networks
 6. Enable VM Load Balancing
 7. Configure Live Migration settings
 - VI. Create, move or P2V any virtual machines needed to support the Motorola Flex application
 1. Spillman Flex - Red Hat Enterprise Linux
 2. Veeam – Windows Server
 3. GIS – Windows Server
 4. Hyper-V Administration Servers
 5. Other virtual machines needed to support the Flex application
 - a. Limited by available hardware resources and licensing
 - VII. Veeam Backup
 1. Installation and configuration of NAS backup target
 2. Installation of Veeam backup on designated VM's
 3. Obtain Client backup requirements

4. Creation of Backup jobs for Spillman Environment per requirements
5. Creation of Backup schedule
6. Configuration of Email alerts
- c. DR site infrastructure installation and configuration
 - I. Installation and configuration of 1 - Dell R760 Server
 1. Work with agency team on physical installation of hardware
 2. Cable server ensuring redundancy based on supporting infrastructure
 3. Configure lights out management interfaces
 4. Configure RAID controller
 5. Apply vendor firmware updates
 - II. Install Windows Server (Core or GUI).
 1. Set Administrator Password
 2. Set Server Hostname
 3. Configure network services and firewall (Active Directory, NTP, Remote Desktop, Firewall)
 4. Install required Windows Server features as needed (Hyper-V, Failover Clustering), MPIO, RSAT t
 5. Install Windows updates
 - III. Configure local storage on the server
 - IV. Configure Server Network Adapters as needed
 1. Management, Cluster, iSCSI, Migration, Backup
 - V. Configure Hyper-V Settings
- d. DR Site Veeam Configuration
 - I. Installation and configuration of NAS backup target
 - II. Veeam Replication
 - a. Setup Spillman and GIS virtual machines for replication
 - b. Define data sources, replication order and destinations on agencies existing infrastructure
 - c. Configure re-IP rules
 - d. Define job schedule
 - III. Disaster Recovery Testing
 - a. Simulated failover test
 - i. Start and test a copy of the Spillman server VM at the DR site to ensure failover functionalit OR
 - b. Full DR failover test
 - i. The Spillman server is shutdown at the primary site and brought up at the DR site
3. As Needed - E911 Network Serial Port Configuration
 - a. Assign an IP address to the Digi PortServer
 - b. Connect the E911 ANI/ALI feed to the Digi PortServer
 - c. Verify data coming out of the serial port is seen by the server
4. Software Patches and Firmware Updates
 - a. All hardware firmware and software installed by Solutions II will be updated to the latest recommended levels during installation.
 - b. If there is more than a year between the installation and the Flex application go-live, all hardware firmware and software installed by Solutions II will be updated a second time to recommended levels.

- c. All patches and updates after the Flex application go-live are the Agency's responsibility unless the Agency has purchased Solutions II managed services.
5. Knowledge Transfer
 - a. Solutions II will provide knowledge transfer for the installation, configuration, ongoing management, and administration of implemented environment.
6. Deliverables
 - a. At the conclusion of this project, Solutions II will provide the following documentation:
 - I. Site Guide
 - II. Rack and Cabling Diagrams
 - III. Operations Guides
 - IV. Configuration Documents
7. Support Hours
 - a. Provide up to (10) hours of as needed support for the environment installed by Solutions II.
 - I. Hours are available to use for 1 year from the date the environment is installed by Solutions II. Unused hours will be forfeited.
 - II. Hours will be scheduled in advance for a mutually agreed upon date and time. If urgent help is needed and cannot be scheduled in advance, Solutions II will engage on a "best effort" time frame

4.2.2 Agency Responsibilities

Solutions II's performance is dependent upon the Agency fulfilling the responsibilities listed below. Any delay in performance of these responsibilities may result in additional charges and/or delay of the completion of the services. Such additional charges and/or delay will be handled in accordance with the change order procedure.

- Motorola will ensure the Agency is aware of and complies with the following responsibilities, at no charge to Solutions II.
 1. Facility Readiness - The Agency will provide the power, cooling, rack space, cabling, network infrastructure and access required for Solutions II to deliver the services in scope.
 2. If Solutions II is onsite at the Agency, the Agency will provide Solutions II with the equipment, workspace and physical facilities (i.e. data center) and other resources as required.
 3. The Agency will provide the following technical and management resources to assist Solutions II as needed services contained in this SOW are being performed.
 - a. An authorized contact who will be responsible for approving business or technical changes (for example, approving access or maintenance activities).
 - b. An authorized contact with physical access to the locations Solutions II will be performing services.
 - c. An authorized contact that can assist with tasks that are outside of the scope of work contained in this SOW (for example, network switch configuration changes, creating DNS entries, creating Active Directory users, Etc.).
 4. The Agency will provide maintenance windows as needed by Solutions II to perform services that require or may result in down time.
 5. The Agency is required to have current maintenance and license agreements in place with the vendor of any product Solutions II is performing services on or is needed to enable the completion of the services described herein.

6. Password and Passphrase Management: Before project completion the Solutions II engineer will give the End-user all passwords and passphrases that have been configured in the End-user's environment. Once that handoff occurs, the End-user is responsible for managing those passwords and passphrases. Lost passwords and passphrases can cause extended unplanned downtime and permanent data loss. Solutions II recommends the use of a defined process and procedures for managing that critical data. A commercial password manager and/or vault that will allow the End-user to securely share the passwords and passphrases between multiple people and ensures availability of the passwords and passphrases should be considered.

7. Encryption Key Management – Encryption keys are an essential part of system security and are used to encrypt the storage virtual machines run on, backups, and other data at rest. Before project completion the Solutions II engineer will give the End-user a copy of all encryption keys used to encrypt data in the End-user's environment if data at rest encryption is applicable and in scope for this project. Once that handoff occurs, the End-user is responsible for the management of those encryption keys. Proper encryption key management involves ensuring keys are available when needed to unlock data and rotating encryption keys according to the End-user's policies. Solutions II recommends that the End-user develop a written policy to manage encryption keys that is shared among multiple people. The use of a key management software solution to aid in encryption key management is required for some solutions. When a key management software solution is deployed it will be the End-users responsibility to manage and maintain that system according to the best practice recommendations of the key management vendor. Solutions II recommends that the End-user develop and maintain a policy to manage encryption key management software when it is deployed in their environment. Lost encryption keys can cause extended unplanned downtime and permanent data loss.

8. Business continuity planning – The Agency is responsible for any business continuity planning that is not in scope to the services set forth in this description of services. Some of the key tasks that are required for a business continuity plan include but are not limited to the following items.

- a. Business Impact Analysis to identify potential loss scenarios and perform risk assessments on those scenarios.
- b. Development of business continuity policies.
 - I. Failover Go / No-Go policy
 - II. Damage assessment procedures
 - III. Communication plans
 - IV. Repair plans and procedures
 - V. Risk management plans
- c. Determining appropriate recovery point objective (RPO) and recovery time objective (RTO) times based on business needs.
 - I. Solutions II will implement the in-scope backup and recovery products as close to the Agency's specified RPO times as is possible for the product.
- d. Determining work recovery time (WRT) and maximum tolerable downtime (MTD).
- e. Failover plans for other essential servers, interfaces, hardware or software that not in the scope of this SOW.
- f. Disaster mitigation plans.
- g. Other contingency plans.
- h. Regular testing of the backup and recovery solutions implemented by Solutions II after project completion.

9. The Agency does not have any business or regulatory requirements that prohibit services to be performed by individuals other than they must be legally authorized to work in the United States.
10. The Agency has no requirement pertaining to the location or jurisdiction where remote services are to be performed.

This quote includes optional pricing for Solutions II's Application Monitoring and OS Update Service. The Solutions II Application Monitoring and OS Update Service provides enterprise level monitoring of the Flex application and quarterly OS updates for the Flex virtual server by experienced Solutions II engineers. The monitoring service features automated monitoring of the Flex database, Tomcat webapp services and the operating system for warnings, errors, performance, and resource usage. When monitoring identifies a potential problem a Solutions II engineer reviews the alert to determine the severity. If action is required the Solutions II engineer will provide the Agency with a description of the problem and recommended next steps to fix it. This enables many issues to be addressed before they cause outages or performance problems. OS updates for the Flex server ensure the operating system the Flex application is running on receives regular security patches and other updates. This service includes a block of Solutions II support hours that can be used for help with other system administration and remediation tasks on the infrastructure supporting the Flex server.

Solutions II services are contracted through Motorola Solutions Inc., in accordance with and subject to the Agreement Terms set forth in the Master Services Agreement Number SPLM11.24.10. Any obligations are limited to the services described in this quote and any subsequent Project Change Requests.

4.2.3 Description of Services

The Application Monitoring and Update services include monitoring of the Motorola Flex Application and operating system updates on one virtual machine and do not include any system administration or remediation services for the system being monitored and updated. Any assistance provided by Solutions II, as part of the Application Monitoring service is limited to informing the Agency of problems and issues detected by monitoring.

Solutions II staff will monitor and provide update services for the following components as detailed in below in this description of services.

1. One (1) virtual machine or physical server running the Spillman Flex application
 - a. Operating System updates
 - b. Solutions II Flex Application Monitoring
 - I. Database Monitoring
 - II. Web Interface Monitoring
 - III. Tomcat Service Monitoring
 - c. Operating System performance monitoring
 - I. CPU
 - II. Memory
 - III. File System

Five (5) hours of pre-paid support is available for work scheduled at least 1 week in advance, and performed during the hours of 8am to 5pm, Monday – Friday. After hours and weekend work scheduled at least 1 week in advance will consume pre-paid hours at a rate of **1.25 pre-paid hours per 1 hour of actual work performed**. Any unscheduled or emergency work will consume pre-paid hours at a rate of **1.5 pre-paid hours per 1 hour of actual work performed**.

Pre-paid support hours are intended for critical support services on the infrastructure supporting the Spillman Flex

1. Support may be used for critical support services on the following infrastructure supporting Spillman Flex application.
 - a. HPE, Dell, Cisco and Lenovo servers.
 - b. VMware vSphere and vSAN software.
 - c. OS administration on virtual machines supporting the Spillman Flex application.
2. Support will be scheduled in advance for a mutually agreed upon date and time. If urgent help is needed and cannot be scheduled in advance, Solutions II will engage on a “best effort” basis and After Hour rates may apply.
3. Remote access will be achieved via WebEx or similar mechanism under oversight of the Agency’s designated representative.
4. Unused Support will expire at the termination date of the contract.

Solutions II shall be responsible for performing all tasks necessary to provide the following services listed below as part of this service. The frequency that tasks are performed depends on the type of task and how critical the task is to maintain system availability. Tasks will generally fall under the following categories and are performed at the listed frequencies.

Monitoring: Monitoring is a non-disruptive automated task that runs continuously and is maintained as needed to ensure issues are detected and resolved as quickly as possible.

Operating System Patches and Updates to the Flex Server: Scheduled and performed quarterly unless a critical update is identified. Services will be performed according to industry best practices to address security issues, add needed functionality or to improve the ability of Solutions II to support the environment.

4.2.3.1 Patches, Updates, Upgrades and System Administration for all other hardware and software is not included with this

Infrastructure Monitoring

- Application Monitoring of the Spillman Flex application
 - Database service and logs
 - Tomcat and Interfaces server service and logs
 - Web Interface
 - OS performance and resource usage

4.2.4 System Administration Services

1. Flex Server Operating System Updates
 - a. Quarterly scheduled upgrades and patches of the operating system running the Spillman Flex application, with the assumption the Agency’s environment is licensed for and can support the desired OS version.
 - b. Emergency patching of the Operating System running the Spillman Flex application to address vulnerabilities with a CVSS 3.0 severity of “Critical” and that have been identified by Motorola or Solutions II to affect the environment.

Any out of scope or additional work associated with the customers environment will draw from pre-paid support.

4.2.5 Reporting

1. Application Monitoring Reports - Available with the Application Monitoring and Full Managed Services
 - a. Automated reports generated as required by the Agency
 - I. Application Database
 - II. Tomcat Application Server
 - III. Web Interfaces
2. Flex Server OS Health Report
 - a. Automated reports generated as required by the Agency
 - I. Virtual Machine CPU and memory utilization
 - II. File system capacity and useage

4.2.6 Agency Responsibilities

Solutions II's performance is dependent upon Motorola and the Agency for fulfillment of their responsibilities, at no charge to Solutions II. Any delay in performance of these responsibilities may result in additional charges and/or delay of the completion of the services. Such additional charges and/or delay will be handled in accordance with the change order procedure.

Motorola will ensure the Agency is aware of and complies with the following responsibilities:

1. The Agency will provide the network infrastructure and access required for Solutions II to deliver the Monitoring Services in scope.
2. The Agency will provide a Windows Server virtual machine with adequate resources to deploy a monitoring collector. The Windows Server VM will require at least 2 vCPU, 2GB of free memory and 75GB of free storage.
3. The Agency will ensure all systems to be monitored by Solutions II are operational and stable prior to Launch.
4. The Agency will ensure that all systems to be monitored by Solutions II are covered by a valid support contract with the appropriate vendor, and such coverage will be maintained throughout the term of this SOW with Solutions II.
5. The Agency is responsible for obtaining and maintaining all necessary licensing for the environment.
6. Tasks will be performed through a combination of coordination via telephone, email, or other remote means as appropriate and as mutually agreed.
7. The Agency will provide the following technical and management resources to participate in the implementation and ongoing support of Solutions II's Services.
 - a. An authorized contact who will be responsible for approving business or technical changes (for example, approving access or maintenance activities).
 - b. Authorized contacts with physical access to hardware being managed by Solutions II that can assist with simple tasks that must be performed onsite (for example, checking status lights on hardware or plugging in network connections).
8. The Agency will notify Solutions II when conducting work that may have an impact on the monitored environment.

9. The Agency will perform environment remediation as recommended by Solutions II during the Agency environment readiness assessment and throughout the term of the contract.
10. The Agency is responsible for maintaining any infrastructure outside of the environment which affects the delivery of Monitoring Services.
11. Infrastructure components (hardware and software) must meet the vendor's minimum requirements for any upgrade or patch to be installed. If the vendor's minimum requirements are not met, Solutions II and the Agency may mutually agree to move forward with the change, based on additional information available at the time.
12. The Agency does not have any business or regulatory requirements that prohibit services to be performed by individuals other than they must be legally authorized to work in the United States.
13. In the event Solutions II provides training and/or support services to Client or Agency via Solution II's or Client's or Agency's video conference service ("Video Support"), Client and/or Agency shall have the right to request that Solutions II record and make available to Client or Agency the Video Support if it is provided through Solutions II's service, or may record the Video Support directly if it is provided through Client's or Agency's service, in each case solely for Client's or Agency's internal use and not for release to any third parties or the public. Client and Agency acknowledges that the Video Support may include discussions of proprietary and confidential information belonging to Solutions II or Client or Agency and that Client and Agency shall be solely responsible for, and shall indemnify Solutions II for, any damages or other costs resulting from Client's or Agency's statements made during the Video Support or the disclosure of any confidential or proprietary information by Client or Agency and either of their employees or representatives, including any damages resulting from Client's or Agency's or either of their employees' or representatives' social media posts.
14. The Agency has no requirement pertaining to the location or jurisdiction where remote services are to be performed.

4.3 Application Monitoring Services

1. Application Monitoring of the Spillman Flex application
 - a. Database service and logs
 - b. Tomcat and Interfaces server service and logs
 - c. Web Interface
 - d. OS performance and resource usage

4.3.1 Infrastructure Administration and Management Services

1. Daily Monitoring of in-scope systems and applications for health and availability
2. Address tickets opened by the End-user and client teams
3. Diagnosis and remediate issues for all in-scope systems and software
 - a. Hardware failures
 - b. Alerts or Errors
 - c. Performance problems
 - d. Connection issues
 - e. Open and work tickets with manufacturer support
4. Emergency patching for in-scope hardware and software to address

vulnerabilities with a CVSS 3.0 severity of “Critical” and that have been identified by the vendor or Solutions II to affect the environment

5. Hardware firmware updates, with the assumption the client’s environment can support the desired version
6. Storage administration
 - a. Regular reviews of monitoring metrics and alerts
 - b. Reallocation and changes to storage configuration
7. Virtualization administration
 - a. Administration of all in-scope virtualization software.
 - I. Reconfiguration of virtualization software running on in-scope hardware to support VLAN ID and IP subnet changes on the local network.
 - II. Virtual machine hardware configuration changes on in-scope VM’s to support applications running in the managed environment.
 - III. Administration tasks to support environment upgrades, patches, and remediation.
 - b. Scheduled upgrades and patches for in-scope systems and licensed instances of Microsoft Hyper-V software, with the assumption the Agency’s environment can support the desired software version.
8. Operating System administration
 - a. Reconfiguration needed for external network changes, growth, and performance
 - b. Regular reviews of monitoring metrics and alerts
 - c. Scheduled upgrades and patches of operating systems running on in-scope systems, with the assumption the client’s environment is licensed for and can support the desired OS version
9. Backup Administration
 - a. Remediation and configuration changes to in-scope hardware and software needed to ensure backups complete successfully
 - b. Perform scheduled data recovery tests
 - c. Open and work tickets with backup software vendor
 - d. Perform up to 5 restores per month
 - e. Scheduled upgrades and patches to the in-scope backup application and associated hardware, with the assumption the client’s environment can support the desired software version

4.3.2 Disaster Recovery Testing

1. Annual disaster recovery testing using in-scope DR orchestration software. The Agency will have the following choices for each test.
 - a. Simulated failover test
 - I. Start and test a copy of the Flex virtual machine at the DR site to test failover functionality without down time of the production Flex virtual machine.
 - II. The copy would remain running for up to 6 hours so the Agency can perform application testing.
 - III. After the Agency completes testing Solutions II will be shut down the copy and resume the normal replication schedule.

OR

- b. Full failover test
 - I. The Flex virtual machine is shutdown at the primary site and brought up at the DR

- site.
- II. After the failover is complete Solutions II will start replicating back to the primary site.
- III. The Flex virtual machine will run at the DR site for as long as the Agency needs to complete application testing or until the replication back to the production site has completed.

4.3.3 Reporting

1. Application Monitoring Reports
 - a. Automated reports generated as required by the Agency
 - I. Application Database
 - II. Tomcat Application Server
 - III. Virtual Machine CPU and memory utilization
 - IV. Web Interfaces
2. Infrastructure Health and Availability Reports
 - a. Automated reports generated as required by the Agency
 - I. Resource utilization
 - II. System Availability
 - III. File system utilization
 - IV. Backup job success, failure and statistics
3. Client Business Review
 - a. Annual review for Agency stake holders with the Agency's account manager and primary engineer
 - I. Analysis of growth, capacity and other trends within the environment
 - II. Review of tickets opened by the Agency
 - III. Recommendations for the managed environment
4. Disaster Recovery Failover Report
 - a. Created after the completion of a scheduled disaster recovery test
 - I. Analysis of replication schedules and statistics
 - II. Recommend changes to the replication configuration
 - III. Failover test results

4.3.4 Agency Responsibilities

Solutions II's performance is dependent upon the Agency fulfilling the responsibilities listed below. Any delay in performance of these responsibilities may result in additional charges and/or delay of the completion of the services. Such additional charges and/or delay will be handled in accordance with the change order procedure.

Motorola will ensure the Agency is aware of and complies with the following responsibilities, at no charge to Solutions II.

1. The Agency will provide the network infrastructure and access required for Solutions II to deliver Services.
2. The Agency will provide establish a persistent VPN connection with Solutions II's corporate headquarters for securely accessing, administering and monitoring the Agency's environment. Any expenses associated with creating or maintaining the VPN connection are the responsibility of the Agency. As a backup, a secondary access method will be provided, such as individual VPN credentials.

3. The Agency will provide a Windows Server virtual machine with adequate resources to deploy a monitoring collector. The Windows Server VM will require at least 2 vCPU, 2GB of free memory and 75GB of free storage.
4. The Agency will ensure all systems to be managed by Solutions II are operational and stable prior to Services beginning.
5. The Agency is responsible for obtaining and maintaining all licensing, hardware maintenance agreements and software support contracts on all in-scope systems being managed for the term of the contract.
6. The Agency will ensure all systems to be managed by Solutions II are sized properly to support the provided Services.
7. The Agency will provide the following technical and management resources to participate in the implementation and ongoing support of Solutions II's Services.
 - a. An authorized contact who will be responsible for approving business or technical changes (for example, approving access or maintenance activities).
 - b. Authorized contacts with physical access to hardware being managed by Solutions II that can assist with simple tasks that must be performed onsite (for example, checking status lights on hardware or plugging in network connections).
8. The Agency will provide maintenance windows as required by Solutions II to perform services that require or may result in down time.
9. The Agency will notify Solutions II when conducting work that may have an impact on the managed environment.
10. The Agency will perform environment remediation as recommended by Solutions II during the Agency environment readiness assessment and throughout the term of the contract.
11. If Solutions II is onsite at the Agency, the Agency will provide Solutions II with the equipment, workspace and physical facilities (i.e. data center) and other resources as required.
12. The Agency is responsible for maintaining any infrastructure outside of Solutions II managed environment which affects the delivery of Services provided by Solutions II.
13. Business continuity planning – The backup and disaster recovery testing included with this Managed Service is just one part of an overall business continuity plan. The testing performed by Solutions II verifies all protected data can be recovered within the solutions recovery point objective (RPO) and recovery time objective (RTO) capabilities at the time of the test. Testing does not determine what the RPO or RTO should be, the policies for when the recovery plan should be used or guarantee data will be recoverable during an actual disaster. Additionally, the testing performed by Solutions II does not include any tasks that need to be performed outside of the environment managed by Solutions II. The Agency is responsible for creating and performing all business continuity tasks that are not in scope to the services set forth in this SOW. Some of the key tasks that are required for a business continuity plan include, but are not limited to the following items.
 - a. Business Impact Analysis to identify potential loss scenarios and perform risk assessments on those scenarios.
 - b. Development of business continuity policies.
 - I. Failover Go / No-Go policy
 - II. Damage assessment procedures
 - III. Communication plans
 - IV. Repair plans and procedures

V. Risk management plans

- c. Determining appropriate RPO and RTO times based on business needs and solution capabilities.
 - d. Determining work recovery time (WRT) and maximum tolerable downtime (MTD).
 - e. Creating failover plans for other essential servers, interfaces, hardware or software not managed by Solutions II and implementing those plans during testing.
 - f. Disaster mitigation plans.
 - g. Other contingency plans.
14. Disaster Recovery Application testing – The success of Solutions II’s recovery and failover testing is dependent upon Agency testing of the Flex application while it is running outside of its primary environment. The Agency is responsible to develop testing procedures and perform those tests during scheduled disaster recovery testing to ensure the Flex application is accessible by all users and has all needed functionality. At a minimum the following should be tested during each scheduled test.
- a. Flex client connectivity – The Agency is responsible for ensuring the Motorola Flex client can connect to the Flex application while it is running outside of its primary environment. This should be done from every location or network that currently connects to the production server.
 - b. Interface testing – An interface is defined as any automated network communication between the Motorola Flex application and another application. Flex can connect to many external interfaces. Some common interfaces include E911, Statelink, Livescan, ProQA, Jail Commissary and CAD paging. The Agency is responsible for identifying the interfaces the application uses, developing a test plan for each interface and conducting that testing during scheduled disaster recovery test performed by Solutions II.
15. The Agency does not have any business or regulatory requirements that prohibit services to be performed by individuals other than they must be legally authorized to work in the United States.
16. In the event Solutions II provides training and/or support services to Client or Agency via Solution II’s or Client’s or

Agency’s video conference service (“Video Support”), Client and/or Agency shall have the right to request that Solutions II record and make available to Client or Agency the Video Support if it is provided through Solutions II’s service, or may record the Video Support directly if it is provided through Client’s or Agency’s service, in each case solely for Client’s or Agency’s internal use and not for release to any third parties or the public. Client and Agency acknowledges that the Video Support may include discussions of proprietary and confidential information belonging to Solutions II or Client or Agency and that Client and Agency shall be solely responsible for, and shall indemnify Solutions II for, any damages or other costs resulting from Client’s or Agency’s statements made during the Video Support or the disclosure of any confidential or proprietary information by Client or Agency and either of their employees or representatives, including any damages resulting from Client’s or Agency’s or either of their employees’ or representatives’ social media posts.

The Agency has no requirement pertaining to the location or jurisdiction where remote services are to be performed

Section 5

Pricing Summary

5.1 Proposal Summary

- Flex Maintenance
- Flex Cloud Database Backup
- Server Refresh
- Server Migration
- GIS Server Migration
- Server Application Monitoring
- CommandCentral Aware Plus

5.2 Pricing Summary Table

Subscription Description	Price
Year 1 – July 1, 2025 – June 30, 2026 (Server Refresh, Server Migration, GIS Server Migration, Flex Maintenance, Server Application Monitoring, Flex Cloud Database Backup, CommandCentral Aware Plus)	\$512,666.35
Year 2 – July 1, 2026 – June 30, 2027 (Flex Maintenance, Server Application Monitoring, Flex Cloud Database Backup, CommandCentral Aware Plus)	\$188,248.35
Year 3 – July 1, 2027 – June 30, 2028 (Flex Maintenance, Server Application Monitoring, Flex Cloud Database Backup, CommandCentral Aware Plus)	\$188,248.35
Year 4 – July 1, 2028 – June 30, 2029 (Flex Maintenance, Server Application Monitoring, Flex Cloud Database Backup, CommandCentral Aware Plus)	\$188,248.35
Year 5 – July 1, 2029 – June 30, 2030 (Flex Maintenance, Server Application Monitoring, Flex Cloud Database Backup, CommandCentral Aware Plus)	\$188,248.35
Total 5-Year Maintenance and Subscription Fees Due (tax exclusive):	\$1,265,659.75

5.3 Pricing Detail

Description	Quantity	Term
Flex		
FLEX CLOUD DATEBASE BACKUP	1	5 YEAR
Core Integration		
HUB MAINENANCE - STANDARD	1	5 YEAR
IMAGING MAINTENANCE - STANDARD	1	5 YEAR
DATA REPLICATION MAINTENANCE - STANDARD	1	5 YEAR
Computer-Aided Dispatch (CAD)		
CAD MAINTENANCE - STANDARD	1	5 YEAR
E9-1-1 INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
CAD MAPPING MAINTENANCE - STANDARD	1	5 YEAR
Records Management System (RMS)		
LAW RECORDS MAINTENANCE - STANDARD	1	5 YEAR
IBR MAINTENANCE - STANDARD	1	5 YEAR
EVIDENCE MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR
EVIDENCE BARCODE & AUDITING – STANDARD	1	5 YEAR
TRAFFIC INFORMATION MAINTENANCE - STANDARD	1	5 YEAR
Mobile Data Computing		
MOBILE RECORDS MAINTENANCE - STANDARD	1	5 YEAR
MOBILE VOICELESS CAD MAINTENANCE - STANDARD	1	5 YEAR
MOBILE AVL AND MAPPING MAINTENANCE - STANDARD	1	5 YEAR
DRIVER LICENSE SCANNING MAINTENANCE - STANDARD	1	5 YEAR
MOBILE FIELD REPORT WITH FIELD INTERVIEW MAINTENANCE - STANDARD	1	5 YEAR
MOBILE ARREST FORM MAINTENANCE - STANDARD	1	5 YEAR
MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD	1	5 YEAR
FLEX TOUCH MAINTENANCE - STANDARD	1	5 YEAR
Jail Management		
LIVE SCAN FINGERPRINTING INTERFACE MAINTENANCE - STANDARD	1	5 YEAR
Resource Management		
PERSONNEL MANAGEMENT MAINTENANCE – STANDARD	1	5 YEAR
EQUIPMENT MAINTENANCE – STANDARD	1	5 YEAR
FLEET MAINTENANCE - STANDARD	1	5 YEAR
INVENTORY MANAGEMENT MAINTENANCE - STANDARD	1	5 YEAR

Description	Quantity	Term
Additional Interfaces		
STATELINK MAINTENANCE - STANDARD	1	5 YEAR
DATA WAREHOUSE INTERFACE MAINTENANCE – STANDARD	1	5 YEAR
XML ACCIDENT INTERFACE MAINTENANCE – STANDARD	1	5 YEAR
CommandCentral		
COMMANDCENTRAL AWARE PLUS	1	5 YEAR

5.3.1 Customer Contact

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

Name: PD Fiscal Unit

Address: 730 Public Safety Way, Corona, CA 92878
:

Phone: 951-736-2395

Email: PDFiscalUnit@coronaca.gov

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

Name: PD Fiscal Unit

Address: 730 Public Safety Way, Corona, CA 92878
:

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: PD Fiscal Unit

Address: 730 Public Safety Way, Corona, CA 92878
:

Phone: 951-736-2395

5.3.2 Payment Terms

Contract Price. The Contract Price in U.S. dollars is \$1,265,659.75

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

Motorola Solutions will use the following major milestones of the project for **year 1** Maintenance and Subscription fee:

1. 100% of the Contract Price due upon Contract Execution (due upon effective date).

The Maintenance and Subscription fees for years 2-5 will be invoiced annually in advance of each year of the plan.

Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

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

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

Section 6

Contractual Documentation

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**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 earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

- 1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

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

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

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

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

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

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

“**Customer-Provided Equipment**” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“Data Processing Addendum” or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Delivery” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

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

“Equipment” means hardware provided by Motorola.

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

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

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

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

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

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

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

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a “Payment” Form (Communications System purchase only); or a “System Acceptance Certificate” (Communications System only), depending on the Products purchased by Customer.

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

“**Professional Services**” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

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

“**Services**” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

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

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

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

“**Software-as-a-Service**” or “**SaaS**” means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

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

“**Subscription**” means a recurring payment for Products, as set out in the Proposal.

“**Subscription Services**” or “**Recurring Services**” means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

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

3. Products and Services.

3.1. **Products.** Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. **Services.**

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

3.2.2. **Integration Services; Maintenance and Support Services.** Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. **Service Proposals.** The Fees for Services will be set forth in Motorola’s Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

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

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

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

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

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

3.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

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

3.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, 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.

4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

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

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

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

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

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

4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1. The Contract Price of \$1,265,659.75, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.8. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.
- Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.
- 5.6. Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.
- 5.7. As it applies to the Subscription Based Services, if: (a) Purchasing Entity chooses early termination at any time within the term of the Agreement or (b) Motorola terminates the Agreement for cause, then the Customer shall pay to

Motorola, within thirty (30) calendar days after such termination, an amount equal to 50% of the annually recurring charges as set forth in the pricing schedule for the period in all remaining years in the term of the Agreement.

Notwithstanding anything to the contrary, any up-front fees set forth in a pricing schedule are non-refundable. Up-front fees are the payments for the PremierOne/Flex (or applicable solution) Hardware and System Software, Organizational Change Management and Implementation Services as identified in the ordering document and payment milestones

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

Name: _____
Address: _____
Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: _____
Customer CC (optional) Email: _____

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

Name: _____
Address: _____

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: _____
Address: _____
Phone: _____

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

5.9. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.8** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

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

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

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

- 5.11. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.12. Resale of Equipment.** Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

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

- 6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products 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 damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby

authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

- 6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.
- 6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon

in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

- 7.4. SaaS.** SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.9 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. 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, NON-INFRINGEMENT, 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.
- 7.10. ADDITIONAL WARRANTY EXCLUSIONS.** NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

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

Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. Limitation of Liability.

- 9.1. EXCEPT FOR PERSONAL INJURY OR DEATH OR INFRINGEMENT CLAIMS, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.
- 9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

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

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

10. Confidentiality.

- 10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

- 11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest

in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

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

- 11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Intentionally omitted

13. Force Majeure; Delays Caused by Customer.

- 13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. Delays Caused by Customer.** Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

- 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a “Dispute”):
- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in the State in which the Products and Services are provided, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
- 15. General.**
- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users’ use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, 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. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS 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 licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger,

acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors

and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.
- 15.12. Entire Agreement.** This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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

Motorola Solutions, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____