

MOTOROLA SOLUTIONS

JOPLIN, MISSOURI

EDGE AVAILABILITY **MARCH 10, 2023**

FIRM PROPOSAL

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March 10, 2023

City of Joplin
602 S Main St,
Joplin, MO 64801

Dear Mr. Brian O'Dell,

Motorola Solutions, Inc. (Motorola) is pleased to have the opportunity to provide the City of Joplin with quality communications equipment and services. The Motorola project team has taken great care to propose a solution to address your needs and provide exceptional value.

MOSWIN is a Motorola Solutions ASTRO Land Mobile Radio Network. This system was competitively bid and awarded to Motorola Solutions for state-wide mission critical communications for public safety users under contract number CT182780001. The ASTRO Infrastructure included in this proposal are listed on the Missouri Department of Public Safety contract number CT182780001 and the pricing reflects these discount levels.

The City of Joplin may accept this proposal by returning a signed copy of the included Communications Systems and Services Agreement and its associated included addendums. Additional discounts included with this proposal are valid if executed in accordance with these methods by April 28, 2023.

As the industry's premier supplier of public safety solutions, Motorola possesses many unique capabilities to implement this project. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex problems.

We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project. Questions or inquiries may be addressed to your Sr. Account Manager, Denise Gibbs, at 312-270-3935.

Sincerely,



Frank Galvin
Territory Vice President
MOTOROLA SOLUTIONS, INC.

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SECTION 1

SOLUTION DESCRIPTION

1.1 OVERVIEW

Motorola Solutions is pleased to provide the City of Joplin with this proposal to join the Missouri Statewide Interoperability Network (MOSWIN) ASTRO 25 radio system. This proposal includes the following features and functionality:

- Integration to the MOSWIN Zone 4 Core infrastructure.
- Edge Availability to provide a fallback operation that increases the resiliency of the traditional ASTRO 25 trunking system design. Edge Availability maintains the maximum level of trunking services, coverage, and wireline dispatch access to talkgroups in the event the sites lose communication with the ASTRO 25 Core.
- P25 TDMA and Dynamic Dual Mode (DDM) upgrades for 3 channels at the each of the existing Schifferdecker and South Mountain RF sites.
- Single 800MHz channel expansion at the South Mountain RF site.
- Following Optional Items:
    - Additional resource licenses for the MOSWIN Zone 4 Core Intelligent Middleware (IMW) server to support GPS Location on PTT services for the City of Joplin fleet of radios.
    - IMW Software Development Kit (SDK) and Customer Network Interface (CNI) from the City of Joplin's Customer Enterprise Network (CEN) to the MOSWIN Zone 4 Core IMW to support the interface to the City of Joplin's CentralSquare CAD for GPS location information.

1.1.1 Edge Availability

Motorola Solutions has included the addition of an Edge Availability Controller Server to be located at the Joplin PD Dispatch Center and serve as the Edge Availability hub site. The backhaul for the two City of Joplin existing RF sites will connect directly to the Joplin PD dispatch site using Ethernet backhaul connections through leased fiber services provided by the City. The City of Joplin will provide Ethernet backhaul transport to connect to the Jasper County 911 dispatch site to support the integration to the MOSWIN Zone 4 core. The following diagram provides an illustration of how the existing the Edge Availability Hub, installed at the City of Joplin PD, will be integrated to support the existing City of Joplin RF and Dispatch sites connected to the MOSWIN Zone 4 Core (via Jasper County).

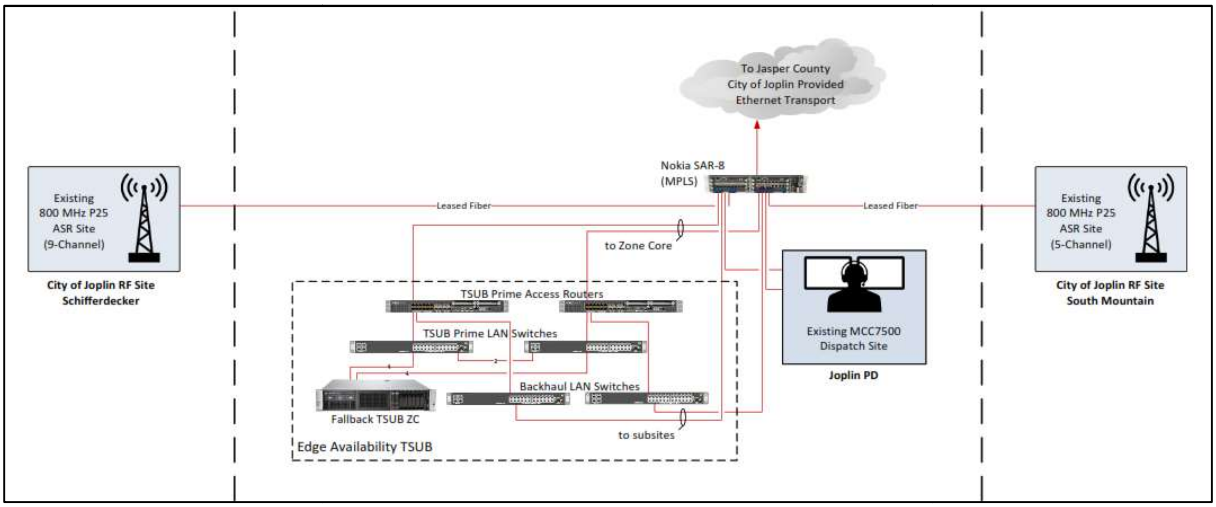

Figure 1-1: City of Joplin Edge Availability

The Edge Availability feature provides continuous site-to-site communications, roaming, and wireline dispatch by grouping together local sites (“subsystems”). Should communication with the ASTRO 25 Core become unavailable, Edge Availability will pass call control from the central core to the “edge subsystems”. These edge subsystems will provide continuous communications for regional dispatch and RF site users until communication to the ASTRO 25 Core is restored. Edge subsystems provide multi-site communications and continuous access to all talkgroups, while maintaining Emergency Alarm Indications, Console Priority, and Radio Access Controls.

Edge Availability offers an enhanced level of operations to Site Trunking, which is the standard fallback mode when the ASTRO 25 Core is not available. The “Edge Controller” maintains local call processing, voice-only trunking and conventional services to a local edge subsystem. Maintaining wireline communications between local sites significantly reduces the need for control stations. When the ASTRO 25 Core becomes unavailable, the Edge Controller will be activated automatically and dispatchers will receive a notification that “Edge Availability Mode” has been activated. The same automated process is used once the ASTRO 25 Core is restored.

1.1.2 P25 TDMA Advantage

Time Division Multiple Access (TDMA) is an efficient way of utilizing more Talkpaths out of the same GTR base radios. With Frequency Division Multiple Access (FDMA), every conversation requires a single channel for a single Talkpath as every channel requires its own base radio. P25 TDMA however takes the channel and splits it to enable two conversations (Talkpaths) simultaneously while still using a single base radio. With the addition of P25 TDMA operation, the ASTRO 25 system leverages 2:1 TDMA channel efficiency to double voice path capacity (Figure 1-1), as compared to a P25 FDMA channel (Figure 1-2).

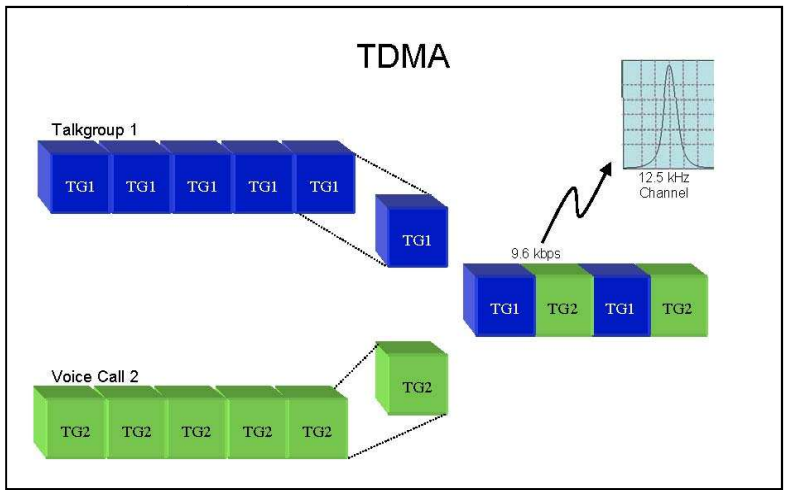

Figure 1-2: TDMA Operation divides a radio frequency into time slots and then allocates slots to calls.

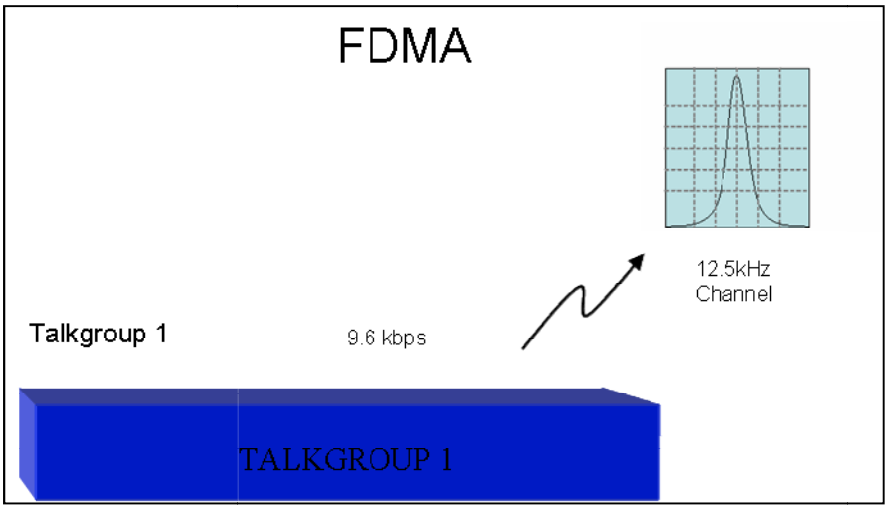

Figure 1-3: FDMA Operation divides spectrum into frequencies, which are then assigned to calls.

1.1.3 FDMA and TDMA Capability (Dynamic Dual Mode)

The ASTRO 25 system has advanced capabilities that will ensure that TDMA sites have the ability to support FDMA user radios. Dynamic Dual-Mode (DDM) provides the capability for any base station in the system to dynamically operate in either FDMA or TDMA mode. The mode is determined by the capabilities of the units participating in the call with no user intervention.

The channels can be selectively configured to operate as either TDMA-only, FDMA-only, or both (DDM). With DDM, the system will enable P25 FDMA and P25 TDMA subscribers to communicate transparently with other users, requiring no intervention from users or network operators. Similarly, dispatch operators will be able to automatically coordinate between P25 TDMA radio users and P25 FDMA radio users with no need to track or patch users together.

Dynamic Dual Mode enables users to interoperate between P25 FDMA and TDMA call types on the same channel. DDM includes two features: Dynamic Channel Assignment and Dynamic Talkgroup Assignment:

- **Dynamic Channel Assignment –** Dynamic Channel Assignment provides efficient system operation by dynamically switching the base station between P25 FDMA mode and P25 TDMA mode based on the needs for the call assigned to the station. Any station can potentially be configured as FDMA-only, TDMA-only or Dynamic (FDMA/TDMA).
- **Dynamic Talkgroup Assignment –** Dynamic Talkgroup Assignment improves interoperability by allowing FDMA and TDMA users to operate in the same talkgroup. When a dynamic talkgroup has both FDMA user and TDMA users affiliated with the system, the talkgroup call will proceed in FDMA mode without requiring any user intervention. Should P25 TDMA-only users be affiliated with a talkgroup, the call will take place in the P25 TDMA.

1.2 BACKHAUL CONSIDERATIONS

1.2.1 Nokia 7705 SAR MPLS Router

In order to integrate to the MOSWIN Zone 4 Core network, Motorola has included a Nokia 7705 Service Aggregation Router (SAR) to be located at the Joplin PD Dispatch site. The 7705 SAR is the same series of devices used in Jasper County and will allow seamless integration and future flexibility for enhanced system reliability as the system grows, and alternate paths become available.

With depth in routing protocols, service scaling, security, and timing, the 7705 SAR meets the rigorous demands of mission critical networks. One SAR-8 chassis is included for the Joplin PD dispatch site minimizing the equipment footprint and subsequent energy costs. The SAR-8 delivers highly available services over a wide variety of network topologies. Strong QoS capabilities deliver customer satisfaction and the ability to differentiate service levels.

1.2.2 Customer Provided Backhaul Performance Criteria

The proposed ASTRO 25 network will be interconnected using a shared network backhaul system provided by the City of Joplin and Jasper County. Motorola supports various Ethernet based backhaul network architectures. In doing so, Motorola conceals the mission critical audio and/or data as it traverses the shared backhaul network providing a level of isolation for the Motorola ASTRO 25 Radio System network from the shared network offering tremendous flexibility. However, since the Radio Network is sending real-time mission critical audio and/or data, it is important that minimum network transport performance metrics be met. This section helps define those important network performance criteria needed for successful public safety communication deployments. Motorola and the City of Joplin will work hand in hand in defining these various sections outlined below.

1.2.2.1 Network Design Parameters

Shared networks have inherent characteristics such as latency, jitter and packet loss that impact the behavior of the ASTRO 25 system. This is of special concern as each characteristic can significantly impact voice performance due to its real-time nature if not fully understood and controlled. Motorola is providing the information in the following sections to assist the City with

the design of the new backhaul network to ensure the ASTRO 25 network is able to perform as designed.
In general, there are four primary characteristics that describe the impairments/performance of a backhaul network:

- ***Bandwidth*** is a key factor to ensuring proper performance of the ASTRO 25 system. During system planning, decisions must be made related to provisioning bandwidth for each site to provide efficient transport for the required system services such as voice calls, control messages, data service, and network management.
- ***Latency*** (defined per RFC 2861) directly impacts system access time. The latency for all links in the network needs to be understood and quantified to meet the system access time requirements.
- ***Jitter*** is the variation in latency. Audio relies on a constant, steady, delivery of voice packets from the source to all the destinations. Packet hold-off mechanisms can be used to manage jitter at the cost of increasing audio throughput delay. If the jitter in the network exceeds the limits of the packet hold-off timers then the voice stream will be affected and audio holes, loss of intelligibility, etc. will be observed, and the overall voice conversation will degrade.
- ***Packet loss*** (defined per RFC 2680) can result from exceeding jitter budgets or actual packet loss in the network. Unlike jitter, packet loss cannot be mitigated and has an immediate impact to speech quality. The probability of packet loss needs to be kept extremely low to prevent site backhaul sourced audio quality issues. The specification for end to end packet loss is no more than 0.01%. Packet loss is additive and is combined among all the link segments.

NOTE: Packet Reordering manifests itself as lost packets. As mentioned above, packet loss has an immediate and important effect on speech quality. Manipulating the packets to their correct order, while feasible, adds a significant amount of audio throughput delay and is not implemented or supported in an ASTRO 25 system.

There is considerable planning and analysis required to understand these parameters to guarantee that access times and audio quality will be acceptable. If the planning and analysis is not done, and the constraints on the above impairments are not met, the ASTRO 25 system will be at an increased risk for performance related problems. In most cases, actual data is needed from the backhaul network provider to calculate latency and jitter statistics and ensure they do not exceed the recommended values.

Each existing City of Joplin ASR site (i.e. Shifferdecker and S. Mountain) will require a single connection to the Edge Availability Hub located at Joplin PD with a minimum ***Bandwidth*** of 1 Mbps, ***Latency*** and ***Jitter*** not to exceed 10ms, and ***Packet Loss*** less than 0.01%.

Additonally, the path connecting the Edge Availability Hub at Joplin PD to the MOSWIN Zone 4 Primary Core located in Springfield and MOSWIN Zone 4 DSR Core in Jasper County must provide an estimated ***Bandwidth*** of 5.1 Mbps, ***Latency*** and ***Jitter*** not to exceed 10ms, and ***Packet Loss*** less than 0.01%

1.2.2.2 Service Demarcation

All ASTRO 25 service demarcation points must be copper RJ45 and capable of auto-negotiation up to 1 Gbps and should be readily accessible within 20 feet of Motorola Solutions provided equipment. All demarcation points must be untagged.

1.2.2.3 Quality of Service

Motorola highly recommends that all backhaul networks support end-to-end Quality of Service or QoS. Motorola systems like most Voice over IP systems are designed with the assumption that the network ensures delay sensitive traffic is given highest priority on the network.

The two goals for implementing QoS is to preserve the QoS markings required by the Radio Network Infrastructure and to ensure that audio is given preference as it traverses the backhaul network. ***Motorola site gateways send pre-marked packets with DSCP values that we expect the backhaul to preserve and treat accordingly during periods of high congestion.***

Failure to support end-to-end QoS can result in erratic system behavior, in particular, audio quality may be impacted. The danger of this impact is most likely to occur when network traffic is greatest which often coincides with the occurrence of a public safety event.

1.3 SYSTEM DIAGRAM

The following figure provides a high level view of the overall solution:

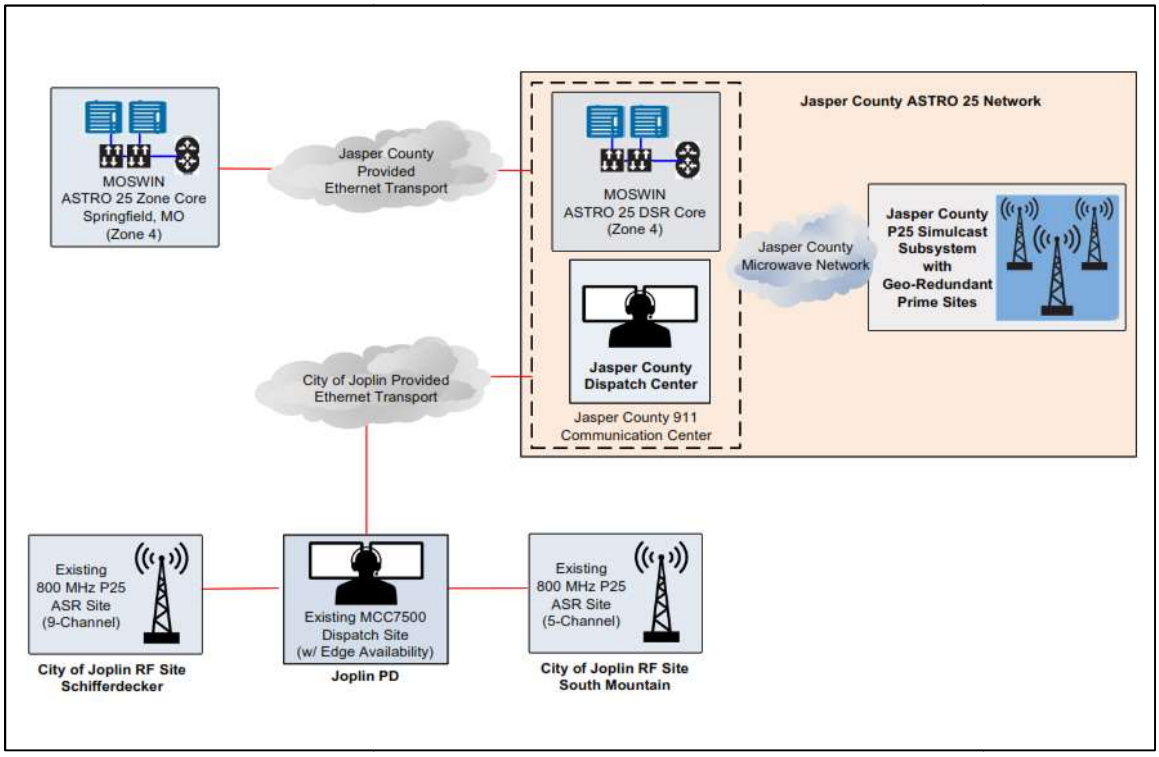

Figure 1-4: City of Joplin Solution Overview

1.4 PROPOSED EQUIPMENT CONFIGURATION

The equipment configuration for each site is summarized below:

Springfield, MO

MOSWIN Zone 4 Core Site

- Core Licenses
  - One (1) TDMA Trunking Site Licenses
  - Two (2) Dynamic Talkgroup Site Licenses
  - Six (6) P25 TDMA Base Radio Licenses
  - Six (6) Dynamic Channel Base Radio Licenses
  - One (1) Location on PTT 500 User Licenses (Optional)
  - Existing FDMA Trunking Sites, Radio Users, and MCC7500 Console licenses will be transferred to the MOSWIN core.
- Optional Equipment
  - Intelligent Middleware (IMW) Server
    - Resource License expansion for Presence – 400 total
    - Resource License expansion for Location – 400 total
    - IMW Software Development Kit (SDK) for integration to CAD
  - Core Licenses
    - One (1) Location on PTT 500 User Licenses

City of Joplin Schifferdecker RF Site (Existing)

- One (1) 7705 SAR-8 MPLS Router
- Two (2) SRX345 Site Gateways
- TDMA/DDM Upgrade
  - Software upgrades for three (3) existing GTR8000 base stations

City of Joplin South Mountain RF Site (Existing)

- Two (2) SRX345 Site Gateways
- TDMA/DDM Upgrade
  - Software upgrades for three (3) existing GTR8000 base stations
- One (1) 800 MHz Channel Add
  - Software and hardware for addition of one (1) GTR8000 base station

City of Joplin PD Dispatch Site (Existing)

- One (1) HP DL380 G10 Edge Availability Controller Server
- Two (2) Juniper SRX1500 Prime Access Routers
- Two (2) HP Aruba 2930F 24-Port LAN Switches (TSub)
- Two (2) HP Aruba 2930F 24-Port LAN Switches (Backhaul)
- MCC7500 Dispatch Site Network Upgrade
  - Two (2) SRX345 Console Site Routers
  - Two (2) HP2930F 24-port Console Site LAN Switches

SECTION 2

ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this proposal. Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- The City of Joplin is responsible for Ethernet backhaul transport to support the following connections:
  - City of Joplin PD Edge Availability Hub site and the MOSWIN Zone 4 Primary Core located in Springfield, MO.
  - City of Joplin PD Edge Availability Hub site and the MOSWIN Zone 4 DSR Core located at the Jasper County 911 dispatch site.

  Services supported by the above connections include:
    - Zone Core site links for Edge Availability Hub Site located at Joplin PD
    - CNI connection to MOSWIN Zone 4 IMW for GPS location data (if the optional location services are purchased)

- The City of Joplin is responsible for Ethernet backhaul transport to support the following connections:
  - City of Joplin PD Edge Availability Hub site and the existing Schifferdecker ASR site.
  - City of Joplin PD Edge Availability Hub site and the existing South Mountain ASR site.

  For all customer supplied backhaul circuits:
  - All demarcation points must be untagged and readily accessible within 20 feet of Motorola Solutions provided equipment (Site Gateways)
  - Prior to acceptance testing and beneficial use of the system, All ASTRO 25 services will be required to pass a time appropriate Y.1564 test configured with the link metrics for each link being tested. The metrics to be tested will include (at a minimum): IPTD, IPDV, IIPLR, Bandwidth and QoS. These tests must be completed by Motorola Solutions prior to system acceptance
- Existing GGM 8000 gatways will be re-purposed for use in the CNI integration for accessing GPS location information from the MOSWIN Zone 4 IMW. (if the optional location services are purchased)
- TDMA upgrades for subscribers are not included.
- The City of Joplin is responsible for obtaining any FCC required modifications to existing licenses, or any new required licenses.
- For the South Mountain site channel add, the new frequency must be at least 150 kHz apart from any existing channel frequencies. This will allow reuse of the existing combiner and antenna system.

- Existing mobile and portable radios are enabled with GPS functionality to allow for location updates. Upgrades for any radios not equipped with this feature are not included with this proposal.
- Motorola will provide a Software Development Kit to the City of Joplin's CAD vendor (CentralSquare) to allow for integration to the IMW to retrieve GPS location data for the City of Joplin radio fleet. City of Joplin is responsible for any costs from CentralSquare associated with this integration. (if the optional location services are purchased)
- Motorola will transfer the following City of Joplin existing Zone Core licenses to the MOSWIN Zone 4 Core servers.

Qty	Nomenclature	Description
3	UA00144	Zone Historical Reports
1	UA00159	P25 TDMA Trunking Site
2	UA00141	Unified Event Manager (UEM)
3	UA00145	ZoneWatch
4	UA00156	Dispatch Logging Positions (5-pack)
2	UA00151	Affiliation Display
3	UA00136	Unified Network Configurator (UNC)
5	UA00152	Radio User Licenses (500 pack)
2	UA00150	Dynamic Reports
1	UA00140	Dynamic Shared Services
1	UA00148	Dynamic Frequency Blocking
3	UA00147	Provisioning Manager
4	UA00149	Radio Control Manager

- Joplin's existing NM Client is supported on the MOSWIN Zone 4 System Release. Connectivity for remote NM Clients to/from the Zone Core is the responsibility of MOSWIN and City of Joplin.

  This proposal and all options have dependencies with MOSWIN, JASCO and Zone 4. Execution of this proposal cannot be approved until these stakeholders have reviewed and approved of the proposed design.

SECTION 3

EQUIPMENT LIST

SHIP TO	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
MOSWIN Z4	CORE	1	-	1	**SQM01SUM0323**	ASTRO MASTER SITE
MOSWIN Z4	CORE	1	a	1	**CA03517AD**	ADD: CORE EXPANSION
MOSWIN Z4	CORE	1	b	1	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE LIC
MOSWIN Z4	CORE	1	c	2	**UA00160AA**	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE LIC
MOSWIN Z4	CORE	1	d	6	**UA00161AA**	ADD: P25 PHASE 2 TDMA SW BASE RADIO LIC
MOSWIN Z4	CORE	1	e	6	**UA00162AA**	ADD: PHASE 2 DYNAMIC CH BASE RADIO LIC
MOSWIN Z4	CORE	1	f	1	**CA01316AA**	ADD: UNC ADDTL DEVICE LIC (QTY 10)
Joplin PD	EDGE	8	-	2	T8493	EDGE & HUB ROUTER & FIREWALL - AC
Joplin PD	EDGE	8	a	2	CA03445AA	ADD: MISSION CRITICAL HARDENING
Joplin PD	EDGE	8	b	2	CA03448AA	ADD: STATEFUL FIREWALL
Joplin PD	EDGE	9	-	2	CLN1868	2930F 24-PORT SWITCH
Joplin PD	EDGE	10	-	2	CLN1868	2930F 24-PORT SWITCH
Joplin PD	EDGE	11	-	1	**SQM01SUM0299**	EDGE CONTROLLER SERVER
Joplin PD	EDGE	11	a	1	**CA03120AE**	ADD: EDGE CONTROLLER BASE SW 2021.1
Joplin PD	EDGE	11	b	1	**CA03121AA**	ADD: EDGE CONTROLLER MULTI-SITE SW
Joplin PD	EDGE	11	c	1	**CA03082AA**	ADD: LXN OPEN RACK INSTALL KIT
Joplin PD	NETWORK	12	-	2	**T8492**	SITE ROUTER & FIREWALL- AC
Joplin PD	NETWORK	12	a	2	**CA03445AA**	ADD: MISSION CRITICAL HARDENING
Joplin PD	NETWORK	12	b	2	**CA03448AA**	ADD: STATEFUL FIREWALL
Joplin PD	NETWORK	13	-	2	CLN1868	2930F 24-PORT SWITCH
Joplin PD	NETWORK	14	-	2	CLN1866	FRU: 1M DAC CABLE
Schifferdecker	GTR8000	15	-	1	T7140	G-SERIES SOFTWARE UPGRADE
Schifferdecker	GTR8000	15	a	3	CA01903AA	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
Schifferdecker	GTR8000	15	b	3	CA01966AA	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
Schifferdecker	NETWORK	16	-	2	T8492	SITE ROUTER & FIREWALL- AC
Schifferdecker	NETWORK	16	a	2	**CA03445AA**	ADD: MISSION CRITICAL HARDENING
Schifferdecker	NETWORK	16	b	2	**CA03448AA**	ADD: STATEFUL FIREWALL

SHIP TO	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
S. Mountain	GTR8000	17	-	1	**T7140**	G-SERIES SOFTWARE UPGRADE
S. Mountain	GTR8000	17	a	3	**CA01903AA**	ADD:P25 FDMA TO P25 TDMA SW UPGRADE
S. Mountain	GTR8000	17	b	3	**CA01966AA**	ADD:DYNAMIC CHANNEL ASSIGNMENT SOFTWARE
S. Mountain	GTR8000	18	-	1	**T7071**	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
S. Mountain	GTR8000	18	a	1	**CA00855AA**	ADD: 700/800 MHZ
S. Mountain	GTR8000	18	b	1	X301AE	ADD: QTY (1) GTR 8000 BASE RADIO
S. Mountain	GTR8000	18	c	1	X591AE	ENH: ASTRO 25 SITE REPEATER SW
S. Mountain	NETWORK	19	-	2	T8492	SITE ROUTER & FIREWALL- AC
S. Mountain	NETWORK	19	a	2	CA03445AA	ADD: MISSION CRITICAL HARDENING
S. Mountain	NETWORK	19	b	2	CA03448AA	ADD: STATEFUL FIREWALL
Joplin PD	MPLS	20	-	1	DSMW3HE06791AA	SAR-8 SHELF V2
Joplin PD	MPLS	21	-	1	DSMW3HE02784PA	SAR RELEASE 21.X BASIC OS LICENSE
Joplin PD	MPLS	22	-	1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP - 48VDC
Joplin PD	MPLS	23	-	2	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
Joplin PD	MPLS	24	-	2	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
Joplin PD	MPLS	25	-	6	DSMW3HE00028CA	SFP - GIGE LX - LC ROHS 6/6 DDM -40/85C
Joplin PD	MPLS	26	-	2	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER
Joplin PD	MPLS	27	-	2	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING
SYSTEM	MPLS	28	-	1	DSMW3HE06791AA	SAR-8 SHELF V2
SYSTEM	MPLS	29	-	1	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP - 48VDC
SYSTEM	MPLS	30	-	1	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
SYSTEM	MPLS	31	-	1	DSMW3HE11473BK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) 3HE00062CB SFP
SYSTEM	MPLS	32	-	2	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER

OPTIONAL LOCATION ON PTT ITEMS

SHIP TO	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
MOSWIN Z4	CORE	1	-	1	**SQM01SUM0323**	ASTRO MASTER SITE
MOSWIN Z4	CORE	1	a	1	**CA03517AD**	ADD: CORE EXPANSION
MOSWIN Z4	CORE	1	g	1	UA00482AA	ADD : LOCATION ON PTT 500 USER LICENSE
Joplin PD	IMW	2	-	1	T8108	UNS RESOURCE EXPANSIONS
Joplin PD	IMW	2	a	1	**CA03096AA**	ADD: ADDITIONAL RESOURCES TO AN EXISTING SERVICE
Joplin PD	IMW	2	b	1	**UA00013AA**	ADD: 201-400 RESOURCES FOR LOCATION
Joplin PD	IMW	2	c	1	**UA00054AA**	ADD: 201-400 RESOURCES FOR PRESENCE
Joplin PD	IMW	3	-	1	**T8086**	IMW UPG TO LATEST SHIPPING SOFTWARE ASTRO/LTE
Joplin PD	IMW	3	a	1	**CA03610AA**	IMW 3RD PARTY SOFTWARE UPGRADE KIT

SECTION 4

STATEMENT OF WORK

This section, known as the Statement of Work (SOW), describes the deliverables to be furnished to Joplin, MO and the tasks to be performed by Motorola, its subcontractors, and Joplin, MO ("Customer") to implement the solution described in this proposal. It describes the actual work involved in installation and clarifies the responsibilities for both Motorola and Customer during the project implementation.

4.1 KICKOFF/DETAILED DESIGN REVIEW

Shortly after executed contract, Motorola and Customer shall schedule a detailed design review at Customer provided meeting location. Motorola shall present in detail all documents and services described to support this solution. Any mutually agreed changes to the originally contracted design shall be captured via change order. Motorola will be responsible for updating applicable documents, pricing, etc. as required for final Customer approval. The design shall be final or 'locked down' when both parties sign a Detailed Design Review milestone completion certificate to be drafted and presented by Motorola. Once signed by both parties any subsequent changes shall be captured again via the change order process as described below.

4.2 CUTOVER AND ACCEPTANCE TEST PLANS

Once the Design Review is complete a critical step is developing comprehensive cutover and acceptance testing plans. The acceptance test plan (ATP) covers testing of all included features and functions for the installed equipment in order to verify that the solution operates according to its design and the Customer's satisfaction. Motorola Solutions will develop and present a preliminary ATP and review in detail with the Customer. Both parties shall agree to a final ATP prior to scheduling an ATP at the appropriate time. Motorola Solutions will be responsible for documenting and distributing the final ATP. Both parties will sign the ATP acknowledging completion and passing of all tests.

The cutover plan details out the timeline of critical events or steps that will guide the collective responsibilities of both Motorola Solutions and Customer leading up to, during, and following the actual transition from the Customer's current technology to the newly installed technology. Motorola Solutions and the Customer shall meet as needed to discuss and develop a mutually agreed to cutover plan. Motorola Solutions will be responsible for documenting and distributing the final cutover plan.

4.3 SITE READINESS SURVEY

Prior to starting any site equipment installations, Motorola and Customer shall conduct a site readiness review at each job site to examine existing work, work performed by

others, or work not included in this SOW, that is required to support the new equipment. The site readiness review documents any conditions that will prevent start of site upgrade or equipment installation work to be performed by Motorola and its subcontractors. Issues will be noted and responsible party(ies) must correct their deficiencies prior to system installation. Additional walks may be needed to confirm deficiencies have been properly corrected. The following table describes the tasks and assignments involved with installation and configuration of the provided solution.

4.4 CHANGE ORDERS

Change orders can be initiated by either Party and within the general scope of the awarded contract agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Implementation schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written, jointly signed change order.

4.5 PROJECT SCHEDULE

A final project schedule will be developed between Motorola Solutions and JOPLIN, MO prior to installation.

4.6 ACCEPTANCE TEST PLAN

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

4.7 TRAINING IS NOT INCLUDED

4.8 MOTOROLA RESPONSIBILITIES

Motorola's general responsibilities include the following:

- Procure and/or manufacture Motorola provided equipment.
- Perform Site Readiness Review with Customer confirming job site(s) is ready to receive equipment.
- Load core licenses on MOSWIN Zone 4 core.
  - Includes adding licenses to existing Intelligent Middleware server.
- Perform P25 TDMA and Dynamic Dual Mode software upgrades for three (3) existing GTR8000 base stations at each RF site.

- Program and configure the new 800 MHz channel at South Mountain RF site with Customer provided, licensed frequency.
- Install Console Alias Manager software on Customer designated Consoles at the Joplin Dispatch Center.
- If Location Purchased: Issue Software Development Kit to Customer's CAD vendor.
- Prepare new and existing (i.e. RF and Dispatch) equipment for final system integration and acceptance testing.
  - Edge Availability Network equipment.
  - Two (2) ASR sites.
  - Five (5) 7500's with VPM' Consoles with AIS (Customer provided logger) today
    - NOTE: Customer is responsible for any needed changes with their logging recorder.
- Configure Edge Availability network equipment
- Perform Final Acceptance Testing (ATP) with Customer to confirm new equipment operates as designed.
  - All test must pass for ATP to be considered final.
- Provide Customer with final documentation of the newly installed equipment.
- Perform Motorola responsibilities as outlined in Section 7.3 for Deploying Managed Detection and Response Service (replaces Security Monitoring) prior to warranty start.
- Review with Customer equipment necessary for transitioning to warranty support.

4.9 CUSTOMER RESPONSIBILTIES

- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Providing adequate equipment rack space, cable trays, wall penetrations, main and back-up AC power sources (i.e. outlets, generator, UPS).
- Pick-up, deliver, and install Motorola provided equipment in Customer provided equipment rack space.
  - Includes providing and fabricating required cables between equipment or demarcation points (i.e. punch blocks, devices).
- FCC Licensing of the new RF channel.
- Connect equipment to Customer provided power outlet.
- Customer is responsible for any needed changes with their logging recorder.
- Properly install and ground all new equipment to existing site ground system.
- See Section 2 for additional Customer responsibilities.

- Coordinate any required subscriber fleet mapping and ID's with MOSWIN.
- Perform any required programming of existing subscribers. This includes development or modification of existing templates.
- Any site/location upgrades or modifications necessary to accommodate the new equipment are the responsibility of the customer.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.
- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- Coordinate the activities of all Customer vendors or other contractors necessary to support installation of the new console equipment.
- Perform Customer responsibilities as outlined in Section 7.3 for Deploying Managed Detection and Response Service (replaces Security Monitoring) prior to warranty start.

4.10 FINAL ACCEPTANCE

Final Acceptance will occur upon successful completion of the mutually agreed to Acceptance Test Plan. Upon Final Acceptance, Motorola and Customer will memorialize this event by promptly executing a System Acceptance Certificate that is included in the Contract. See Contract for additional terms that apply to Final Acceptance.

SECTION 5

MAINTENANCE SUPPORT PLAN

5.1 WARRANTY MAINTENANCE SUPPORT SERVICES

Motorola Solutions has extensive experience supporting Mission–Critical communications for public safety and public service Customers. Our technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

MOTOROLA 1st YEAR WARRANTY SUPPORT

Motorola's standard commercial warranty covers on-site response during normal business hours and provides for the repair or replacement of defective hardware components.

In addition to Motorola's standrd commercial warranty, Motorola provides standard and customized support packages to meet your new equipment support needs. We have included our Essential Service Package with the following additional support services:

- Infrastructure Repair (included in Essential Support Package)
- Advanced Replacement (included in Essential Service Package)
- Remote Technical Support (included in Essential Support Package)
- Security Update Service (included in Essential Service Package)
- Network Monitoring
- ActiveEye Managed Detection and Response (MDR replaces Security Monitoring)
- Customer Technician Dispatch
- SUAII

See Section 6 for Essential Service Package Overview and Statement of Work.

See Section 7 for MDR Overview and Statement of Work (includes deployment)

See Section 8 for Network Monitoring, Customer Technician Dispatch, and SUAII Overviews and Statements of Work.

ESSENTIAL SERVICES STATEMENT OF WORK

6.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Essential Services (Essential Services) provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Essential Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Essential Services consist of the following elements:

- Remote Technical Support
- Network Hardware Repair
- Security Update Service

Each of these elements is summarized below and expanded upon in Section 6.3: Essential Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of Section 6.3: Essential Services Detailed Description, the individual subsection prevails.

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Security Update Service

Motorola Solutions will pre-test third party security updates to verify they are compatible with the ASTRO 25 network. Once tested, Motorola Solutions posts the updates to a secured extranet website, along with any recommended configuration changes, warnings, or workarounds.

6.2 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Essential Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

6.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management (CRM) system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

6.2.2 Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan (CSP) in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Essential Services.

6.2.3 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All

products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

6.2.4 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- Remote Technical Support: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Network Hardware Repair: Track return material authorizations (RMA) shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- Security Update Service: View available security updates. Access available security update downloads.
- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

6.3 ESSENTIAL SERVICES DETAILED DESCRIPTION

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

6.3.1 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions CMSO organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

6.3.1.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' CRM system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 6.4: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

6.3.1.2 Scope

The CMSO Service Desk is available via telephone 24/7/365 to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 6.4: Priority Level Definitions and Response Times.

6.3.1.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third party products.

6.3.1.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 6.4: Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

6.3.1.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Emergency on-site visits required to resolve technical issues that cannot be resolved by the CMSO working remotely with the Customer's technical resource.
- Customer training.

- Remote Technical Support for network transport equipment or third party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

6.3.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the CSM.
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 6.4: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third party elements provided by the Customer, the Customer agrees to obtain all third party consents or licenses required to enable Motorola Solutions to provide the service.

6.3.2 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

6.3.2.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations (IDO). At Motorola Solutions' discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

6.3.2.2 Scope

Repair authorizations are obtained by contacting the CMSO organization Service Desk, which is available 24/7/365. Repair authorizations can also be obtained by contacting the CSM.

6.3.2.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life (EOL) notification.

6.3.2.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24/7, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found (NTF) to third party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service.
  - Track infrastructure components sent to the original equipment manufacturer or third party vendor for service.
  - When applicable, perform a post-test after repair by original equipment manufacturer or third party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 6.3.2.6: Customer Responsibilities. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time (CST), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business

hours or carrier programs, such as next flight out (NFO). In such cases, the Customer will be responsible for paying shipping and handling charges.

6.3.2.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

6.3.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.
- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.

- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
- Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third party consents or licenses required to enable Motorola Solutions to provide the service.

6.3.2.7 Repair Process

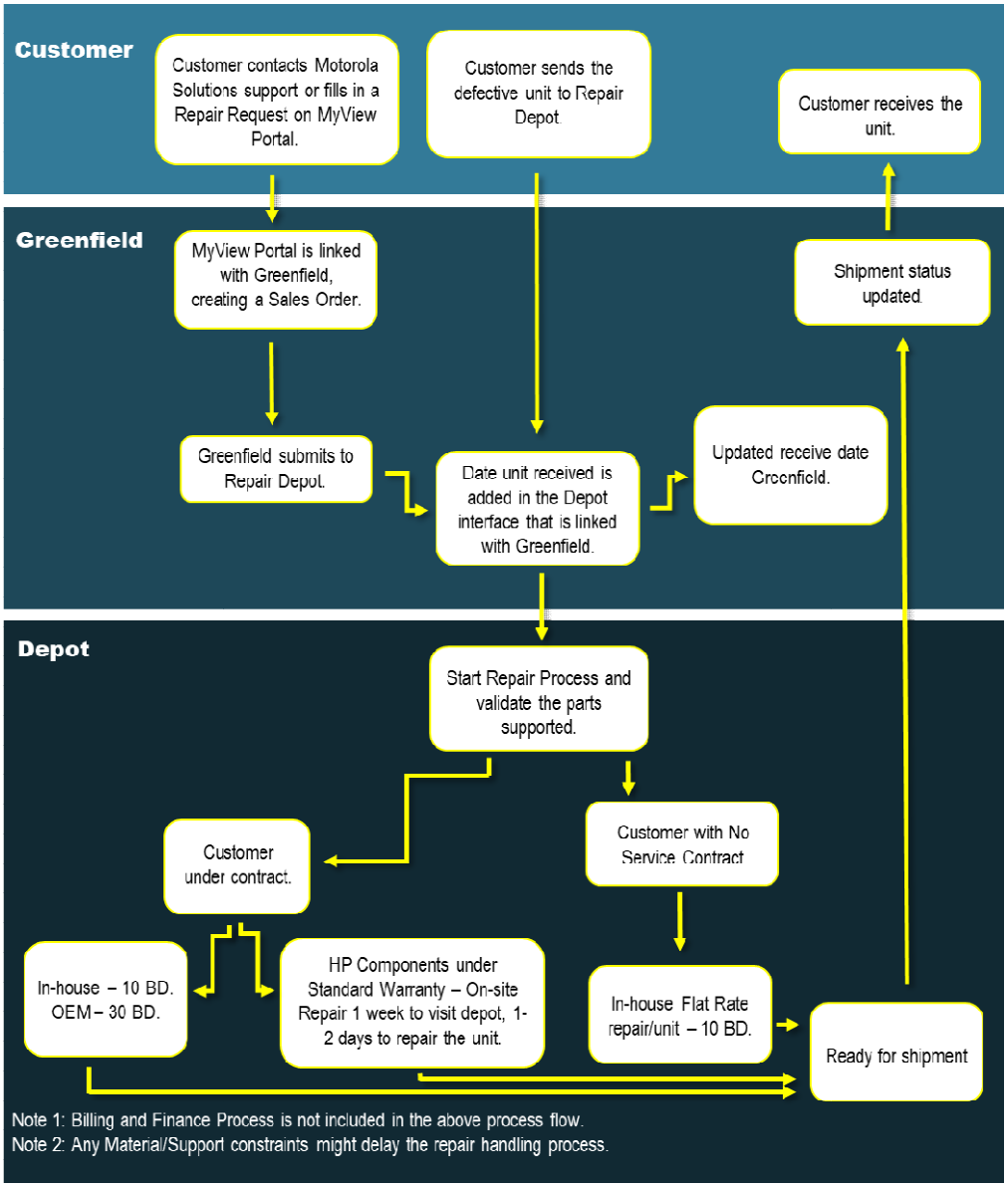

Figure 6-1: Repair Decision Process

6.3.2.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third party infrastructure components supplied by Motorola Solutions. When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units (FRU) in exchange for the Customer's malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a “Loaner” FRU while their unit is being repaired. Refer to Figure 6-2: Advanced Replacement or Loaner Decision Process for details on the unit loan process.

6.3.2.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU’s to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer’s malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer’s software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer’s software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address:
  - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or NFO shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer’s malfunctioning component. The Customer’s malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
  - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer’s responsibility. Motorola Solutions will repair and return the Customer’s component, and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 6-2: Advanced Replacement or Loaner Decision Process for the loaner process, and Table 6-1: Shipping Charges and Default Mail Service for shipping charge details.
- Provide repair return authorization (RA) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock.

6.3.2.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 6.3.2.8.1: **Error! Reference source not found.**. See Table 6-1: Shipping Charges and Default Mail Servicefor shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions' FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions' repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU's not returned within five business days.
- At the Customer's expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.

6.3.2.8.3 Replacement Process for Advanced Replacement

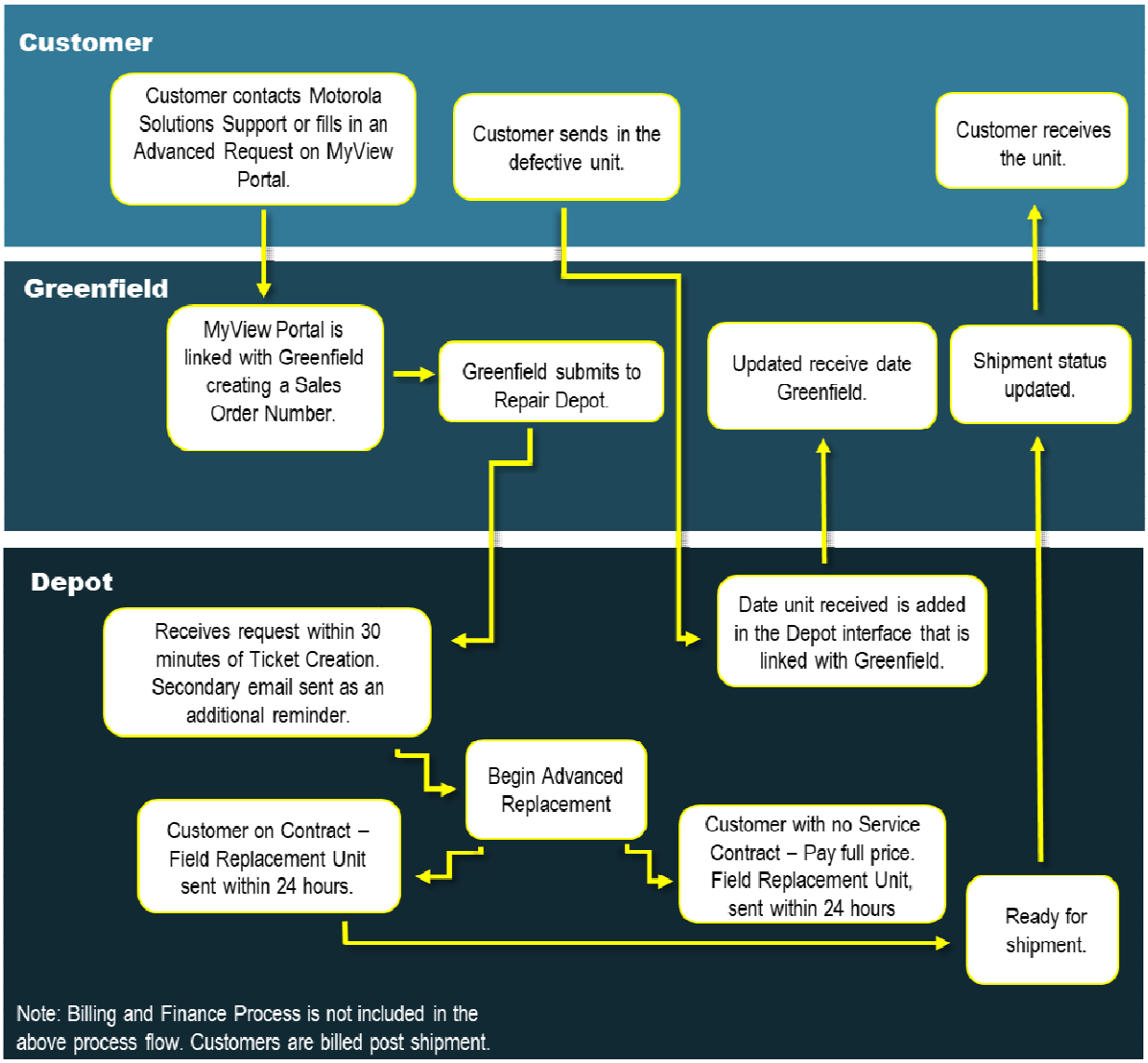

Figure 6-2: Advanced Replacement or Loaner Decision Process

Table 6-1: Shipping Charges and Default Mail Service

Services	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

Motorola Solutions shipping carrier – FedEx.

6.3.3 Security Update Service

Motorola Solutions' ASTRO 25 Security Update Service (SUS) provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is included as part of this service.

6.3.3.1 Description of Service

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components.

6.3.3.2 Scope

SUS includes pretested security updates for the software listed in Table 6-2: Update Cadence. This table also describes the release cadence for security updates.

Table 6-2: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (i.e. Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer major releases)	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

6.3.3.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 6-3: SUS Package. This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine, which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned CSM for the latest supported releases.

Table 6-3: SUS Package

Service	Included
Security Update Service Customer Self-installed	X

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section 6.3.3.7: Installation and Reboot Responsibilities.

6.3.3.4 Motorola Solutions Responsibilities

- On the release schedule in Section 6.3.3.2: Scope, review relevant and appropriate security patches released by Original Equipment Manufacturer (OEM) vendors.
- Release tested and verified security patches to Motorola Solutions' secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Include printable labels the Customer may use if downloading security updates to a disk.
- Send notifications by email when security updates are available to download from the secure website.

6.3.3.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test (SIT) team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system (IDS) signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

6.3.3.6 Customer Responsibilities

- Provide Motorola Solutions with predefined information necessary to complete a CSP prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions' assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions' secure website.

- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.
- Download and apply only to the Customer's system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other system or user other than the system/user contemplated by the Customer Agreement is not permitted.
- Implement Motorola Technical Notices (MTN) to keep the system current and patchable.
- Adhere closely to the Motorola Solutions CMSO troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

6.3.3.7 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 6-4: Installation and Reboot Responsibilities Matrix}} contains the breakdown of responsibilities. Section 6.3.3.3: Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table 6-4: Installation and Reboot Responsibilities Matrix

SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		▪ Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website. ▪ When a security update requires a reboot, reboot servers and workstations after security updates are installed.

6.3.3.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

6.4 PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table 6-5: Priority Level Definitions and Response Times describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 6-5: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.

Incident Priority	Incident Definition	Initial Response Time
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

SECTION 7

ACTIVEEYE MANAGED DETECTION AND RESPONSE (MDR) STATEMENT OF WORK

7.1 MDR OVERVIEW

Motorola Solutions, Inc. (Motorola Solutions) is pleased to present the proposed cybersecurity services for Joplin County (hereinafter referred to as "Customer"). This proposal is conditional upon the host system (Springfield Zone 4 – MOSWIN and Jasper County DSR Zone 4) subscribing to ASTRO Managed Detection and Response (MDR).

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. With MDR, Motorola Solutions will provide access to our ActiveEye^{SM} Security Platform, along with 24x7 support from specialized security technologists, who will monitor your mission critical network against threat and intrusion.

The following ASTRO® 25 Managed Detection and Response features and services are included in our proposal:

- **ActiveEye^{SM} Managed Detection and Response Elements**.
  - ActiveEye Security Management Platform
  - ActiveEye Remote Security Sensor (AERSS)
- **Service Modules**
  - Log Collection / Analytics
  - Network Detection
  - Vulnerability Detection
- **Security Operations Center Monitoring and Support**

7.1.1 Site Information

The following site information is included in the scope of our proposal:

Table 7-1. Site Information

Site / Location	Quantity
Control Room CEN	1
Network Management Clients	2
Dispatch Consoles	5
AIS	1

Site / Location	Quantity
CEN Endpoints	10

Services Included

The ActiveEye service modules included in our proposal are selected in the **Subscribed** column below. The **Network Environment** column will designate the location of each module: ASTRO 25 RNI, CEN, or the Control Room CEN.

Table 7-2: Service Modules

Service Module	Features Included	Network Environment	Subscribed
ActiveEye Remote Security Sensor (AERSS)	Number of sensors: 1 • (1) Control Room CEN	RNI CEN	X
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	RNI CEN	X
Network Detection	Up to 1 Gbps per sensor port	RNI CEN	X
\Vulnerability Detection	Vulnerability Scanning Endpoints	Control Room CEN	X

7.2 SERVICE DESCRIPTION

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye℠ security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to; requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The Managed Detection and Response service includes the deployment and optimization of these elements into the Customer's network.

7.2.1 Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

7.2.1.1 ActiveEye Security Platform

Motorola Solutions' ActiveEye[SM] security platform collects and analyzes security event streams from ActiveEye Remote Security Sensors (AERSS) in the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO 25 Radio Network Infrastructure (RNI), CEN, and Control Room CEN infrastructure.

7.2.1.2 ActiveEye Managed Security Portal

The ActiveEye Managed Security Portal will synchronize security efforts between the Customer and Motorola Solutions. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

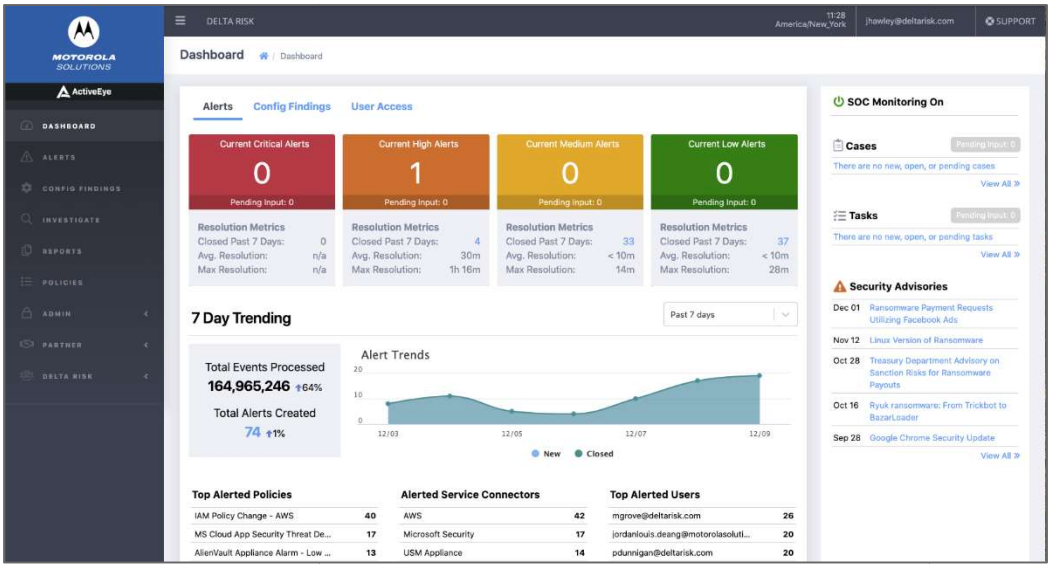

Figure 7-1: ActiveEye Interface

Dashboard

Key information in the ActiveEye Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

Security Cases

When the Customer and Motorola Solutions identify a threat, the SOC will create a security case. Through the ActiveEye Portal, the Customer can view details of current or past cases, create new cases, or respond to ongoing cases.

Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye Portal shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

Information Sharing

The ActiveEye Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Customer, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.

- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

User Access

The ActiveEye Portal provides the ability to add, update, and remove user access. Every ActiveEye user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

7.2.1.3 ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over port(s) and scan elements for vulnerabilities.

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specifications	Requirements
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply)
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Disspitation (max)	2107 BTU/hr
Internet Service Bandwidth	Bandwidth throughput 10Mbps per zone

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

7.2.2 Service Modules

ActiveEye delivers service capability by integrating one or more service modules. These modules provide ActiveEye analytics more information to correlate and a clearer vision of events on Joplin County's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye service module in detail.

7.2.2.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security

incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye Security Management Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year, but no longer than 90 days, following expiration or termination of the Agreement. A longer time period can be provided if subscribed, see Table 7-2: Service Modules for subscription details.

7.2.2.2 Network Detection

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

7.2.2.3 Vulnerability Detection

Vulnerability Detection is available for Control Room CEN components that can be scanned by the assessment tool integrated with the ActiveEye platform.

Vulnerability scans can be conducted as unauthenticated, authenticated, and/or agent based.

Vulnerability scans will be configured to occur on a recurring schedule that meets the customer's operational profile. Scan results will be available to the customer as they are completed.

7.2.3 Security Operations Center Services

Motorola Solutions delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola Solutions' SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate and triage detected threats, and to recommend responses to the Customer.

7.3 MDR DEPLOYMENT OVERVIEW

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW), including all of its subsections and attachments, defines the principal activities and responsibilities of all parties for the delivery of Motorola Solutions, Inc. (Motorola Solutions) Cybersecurity services as presented in this proposal to Joplin County (hereinafter referred to as "Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy (SwSP).

7.4 DESCRIPTION OF SERVICE

7.4.1 Deployment Timeline and Milestones

To initiate the ASTRO 25 Managed Detection and Response service to function, Motorola Solutions and the Customer must perform deployment tasks. Service deployment is broken into the following phases, each with specific deliverables.

Phase 1: Information Exchange

After contract execution, Motorola Solutions will schedule a service kick-off meeting with Customer and provide information-gathering documents. The kick-off meeting may be conducted either remotely or in-person, at the earliest, mutually available opportunity. Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

Phase 2: Infrastructure Readiness

Motorola Solutions will provide detailed requirements regarding Customer infrastructure preparation actions after kick-off meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations.

Phase 3: System Buildout and Deployment

Motorola Solutions will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola Solutions will also provide detailed requirements regarding Customer deployment actions. The Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements.

Phase 4: Monitoring Turn Up

Motorola Solutions will verify all in-scope assets are properly forwarding logs or events. Motorola Solutions will notify Customer of any exceptions. Motorola Solutions will begin monitoring any properly connected in-scope sources after the initial tuning period.

Phase 5: Tuning and Customer Training

Motorola Solutions will conduct initial tuning of the events and alarms in the service and ActiveEye training.

7.4.2 General Responsibilities

7.4.2.1 Motorola Solutions Responsibilities

- Provide, maintain, and when necessary, repair under warranty hardware and software required to monitor the ASTRO 25 network and applicable CEN systems Inclusive of the AERSS and all software operating on it.

  - If the Centralized Event Logging feature is not installed on the Customer's ASTRO 25 RNI, Motorola Solutions will install it as part of this service.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola Solutions service authentication credentials.
- Maintain trained and accredited technicians.
- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7/365 for malicious or unusual activity.
- Respond to security incidents in the Customer's system in accordance with Section 7.5.6: Priority Level Definitions and Notification Times. This may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Ensure that all monitored devices within the network are properly configured for Syslog, forwarding events to the centralized event log server.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye Security Management platform, so the Customer can access security event and incident details.

7.4.2.2 Customer Responsibilities

- The ASTRO 25 Managed Detection and Response service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput of 10Mbps per zone.
  - High availability Internet Connection (99.99% (4-9s) or higher).
  - Packet loss < 0.5%.
  - Jitter <10 ms.
  - Delay < 120 ms.
  - RJ45 Port Speed - Auto Negotiate
- Maintain an active Security Update Service (SUS) subscription, ensuring patches and antivirus definitions are applied according to the release cadence of the service.
- For regional adders to another system, the hosted core (regional system) must subscribe to and maintain either an ActiveEye Pulse or ASTRO 25 Managed Detection and Response service.
- Allow Motorola Solutions continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.
- Provide continuous utility service(s) to any Motorola Solutions equipment installed or utilized at the Customer's premises to support service delivery.

- Provide Motorola Solutions with contact information necessary to complete the Customer Support Plan (CSP). Notify the assigned Customer Support Manager (CSM) in advance of any contact information changes.
- Notify Motorola Solutions if any new components are added to or removed from the environment as it may be necessary to update or incorporate in Managed Detection and Response. Changes to monitored components may result in changes to the pricing of the Managed Detection and Response service.
- As necessary, upgrade the ASTRO 25 system, on-site systems, and third party software or tools to supported releases.
- Allow Motorola Solutions' dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola Solutions and perform all acts that are required to enable Motorola Solutions to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola Solutions Security Operations Center.

7.4.3 Service Modules

The following subsections describe the delivery of the service modules selected in Table 7-2: Service Modules.

7.4.3.1 Log Analytics

Motorola Solutions Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- Configure Customer's networking infrastructure to allow AERSS to Communicate with ActiveEye as defined.
- The SOC will consult with the Customer to identify appropriate log sources for the level of threat detection desired in each environment.

Customer Responsibilities

- Configure any Customer managed devices in the CEN to forward data to ActiveEye.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

7.4.3.2 Network Detection

Network Detection is applicable to the RNI and CEN.

Motorola Solutions Responsibilities

- Work with the Customer to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.

- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitor and update the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- If necessary, configure Customer's networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via a port(s) on a switch) network traffic to the ActiveEye sensor.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

7.4.3.3 Vulnerability Detection

Motorola Solutions Responsibilities

- Configure scans to match the Customer's preferences for depth, scope, and schedule.
- Verify that vulnerability scans are operating properly on the determined schedule.
- Support the Customer in troubleshooting scheduled scan issues.
- The SOC consults with the Customer on a desired attach surface management plan and then configures scan depth, scope, and schedule. The SOC will monitor and verify the scans at a determined schedule.

Customer Responsibilities

- Configure networking infrastructure to allow vulnerability sensors to communicate with centralized server components.
- Perform any remediation actions required to address identified vulnerabilities.
- In the case of authenticated scans, the Customer is responsible for maintaining up to date credentials in the vulnerability scanning platform.
- Work with Motorola Solutions to configure scans to match the Customer's preferences for depth, scope, and schedule.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to the Control Room CEN only.

7.5 SECURITY OPERATIONS CENTER MONITORING AND SUPPORT

7.5.1 Scope

Motorola Solutions will start monitoring the ASTRO 25 Managed Detection and Response service in accordance with Motorola Solutions processes and procedures after deployment, as described in Section 7.4.1: Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24x7, and provides the Customer with a toll-free telephone number and email address for support requests, available 24x7. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 7.5.6: Priority Level Definitions and Notification Times.

7.5.2 Ongoing Security Operations Center Service Responsibilities

Motorola Solutions Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.

Customer Responsibilities

- Provide Motorola Solutions with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (PoC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola Solutions at least 24 hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola Solutions' ability to perform the Managed SOC Service, as described in this SOW.

7.5.3 Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday from 8am to 7pm CST.

Motorola Solutions Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye Security Management platform and does not include use or implementation of third-party components.

7.5.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Solutions Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed by the Security Analyst, Motorola Solutions and Customer will be responsible for the tasks defined in the following subsections.

Motorola Solutions Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola Solutions managed technology. Communicate to the Customer any additional potential containment actions and incident response resources that can be taken across the Customer's managed IT infrastructure.
- Perform investigation using the ActiveEye Managed Detection and Response integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola Solutions services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named PoC to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola Solutions teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

7.5.5 Event Response and Notification

Motorola Solutions will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 7-3: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any event(s) determined by Motorola Solutions to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any event(s) determined by Motorola Solutions to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 7-4: Notification Procedures.

Notification

Motorola Solutions will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 7-4: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola Solutions will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola Solutions during the implementation process.

Tuning

Motorola Solutions will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola Solutions may recommend these be addressed by the Customer to preserve system and network resources.

Motorola Solutions will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

Tuning Period Exception

The tuning period is considered to be the first 30 days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola Solutions may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola Solutions will provide responses and notifications during this period.

Motorola Solutions may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

7.5.6 Priority Level Definitions and Notification Times

Motorola Solutions will analyze events created and/or aggregated by the ASTRO® 25 Managed Detection and Response services, assess their type, and notify the Customer in accordance with the following table.

Table 7-5: Priority Level Definitions and Notification Times

Incident Priority	Incident Definition	Notification Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of Customer's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: • Malware that is not quarantined by anti-virus. • Evidence that a monitored component has communicated with suspected malicious actors.	Response provided **24 hours, 7 days** a week, including US Holidays.
High P2	Security incidents that have localized impact, but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: • Malware that is quarantined by antivirus. • Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided **24 hours, 7 days** a week, including US Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples: • Suspected unauthorized attempts to log into user accounts. • Suspected unauthorized changes to system configurations, such as firewalls or user accounts. • Observed failures of security components. • Informational events. • User account creation or deletion. • Privilege change for existing accounts.	Response provided Monday through Friday **8 a.m. to 5 p.m.** local time, excluding US Holidays.
Low P4	These are typically service requests from Customer.	Response provided Monday through Friday **8 a.m. to 5 p.m.** local time, excluding US Holidays.

7.6 LIMITATIONS AND EXCLUSION

Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

Motorola Solutions' scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola Solutions does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

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

7.6.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola Solutions does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the statement of work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs and benefits that we assume apply to you.

7.6.2 Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola Solutions in the United States (US) and/or other Motorola Solutions operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

7.6.3 Customer and Third-Party Information

Customer understands and agrees that Motorola Solutions may obtain, use and/or create and use anonymized, aggregated and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long as not specifically identifying the Customer, Customer data shall not include, and Motorola Solutions shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used, learned, or developed in the course of providing services.

7.6.4 Third-Party Software and Service Providers, including Resale

Motorola Solutions may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, EULAs, privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms are available publicly, through performance, or upon request.

Motorola Solutions disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. Motorola Solutions disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

SECTION 8

SERVICE STATEMENTS OF WORK

8.1 NETWORK MONITORING OVERVIEW

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer's ASTRO® 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

8.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center ("NOC"). Incidents will be generated automatically based on the criteria shown in Table 8-1.

Table 8-1: Alarm Threshold Rule Options for all Event Types

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: - Event occurs 5 times in 30 minutes. - Event causes 10 minutes of continuous downtime for a monitored component.	An incident will be triggered if an event fulfills one of the two following criteria: - Event occurs 7 times in 30 minutes. - Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to an incident and then initiates a response in accordance with the Customer Handling Procedure ("CHP"). Depending on the incident, Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from generating by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open: – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Incident closure information.
- Site Arrival – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via MyView Portal, including incident management reports. Any specific remediation and action notes from Motorola Solutions' CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite ("SCP-Lite"), accessed through MyView Portal, provides a read only view of the Customer's current service configuration, including site parameters, notification preferences, and dispatch information. If the Customer or Motorola Solutions make changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

8.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 8.1.10: Priority Level Definitions and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

8.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 8.1.9: Monitored Elements.

8.1.4 Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 8.1.7: Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 8.1.8: Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 8.1.10: Priority Level Definitions and Response Times.

- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 8.1.6: Customer Responsibilities.
- Create an incident, as necessary. Gather information to perform the following:
  - Characterize the issue.
  - Determine a plan of action.
  - Assign and track the incident to resolution.
- Provide the Customer with system configuration info, site info, system notifications, and system notes via MyView Portal.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 8.1.6: Customer Responsibilities.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

8.1.5 Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
  - Motorola Solutions will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
  - Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
  - Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.
  - Emergency on-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
  - System installations, upgrades, and expansions.
  - Customer training.
  - Hardware repair and/or replacement.
  - Network security services.
  - Information Assurance.

8.1.6 Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").

- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM via MyView Portal.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
  - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section 8.1.10: Priority Level Definitions and Response Times.

8.1.7 Connectivity Matrix

Request connectivity eight weeks in advance of service start date.

Table 8-2: Available Connectivity

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola Solutions
ASTRO® 25	Ethernet	Motorola Solutions

8.1.8 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

Table 8-3: Motorola Solutions Owned and Supplied Equipment

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

8.1.9 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CHP.

Table 8-4: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	QUANTAR
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	Firewall	RFDS
APX Cloud Application	GAS Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
CAM	Infrastructure (CHI CAM)	Site
Camera	Install Server	Statistical Server
CBSD	LAN Switch	Storage Networking
CCGW	Licensing Service	Switch
CEB	Link	Telephony
Channel	Load Balancer	TENSR
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper
Controller	MGEG	Training App
Conventional	Microwave	Training Database
Core	MME	TRAK
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	UEM
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	OP	VMS
DIU	OSP	VPM

Monitored Elements		
DNS	Packet Data Gateway	WSGU
Domain Controller	Physical Host Environmental	ZDS
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller
eNodeB	Power Distribution Unit	

8.1.10 Priority Level Definitions and Response Times

This section describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 8-5: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded. **Alarm Events:** Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.

Incident Priority	Incident Definition	Initial Response Time
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

8.2 CUSTOMER TECHNICIAN DISPATCH OVERVIEW

Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization will serve as a central point of contact for the Customer's on-site technical service requests. The CMSO will dispatch the appropriate service response and resources to Customer, and coordinate them. Motorola Solutions will track and monitor service requests from incident creation to close through an electronic incident process.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' Software Support Policy ("SwSP").

8.2.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service. The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed. Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the Customer's field service technician until incident closure.

8.2.2 Scope

Customer Technician Dispatch provides dispatch services in accordance with agreed response times. Customer's Response Time Classification is designated in the Customer Support Plan ("CSP").

8.2.3 Inclusions

Customer Technician Dispatch is provided for Motorola Solutions-sold infrastructure.

8.2.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, assign to the Customer's field service technician, and track the incident to resolution.
- Contact the Customer's designated dispatch contact ("Customer Contact") and provide necessary incident information collected by Motorola Solutions.
  - If the Customer Contact does not respond to Motorola Solutions as described within Section 8.2.5: Customer Responsibilities, Motorola Solutions will continue to attempt to reach the Customer Contact every 10 minutes until Motorola Solutions has attempted to communicate with each contact name set forth in the pre-defined escalation contact table provided by the Customer.
  - After attempting to reach every Customer Contact named on the pre-defined escalation contact table, Motorola Solutions will either send an email or leave a voice mail message

with the Customer Contact to notify the Customer Contact of the incident. Thereafter, Motorola Solutions will defer the incident to the next (second) Standard Business Day.
  - On the next (second) Standard Business Day, Motorola Solutions will try to reach the Customer Contact again. If Motorola Solutions has attempted to communicate with all Customer Contacts named on the Customer escalation table, and has not received a response from any Customer Contact, Motorola Solutions will close the incident. MOTOROLA SOLUTIONS WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE INABILILTY OF MOTOROLA SOLUTIONS TO REACH THE CUSTOMER CONTACT OR PERSONS ON THE CUSTOMER ESCALATION TABLE WITHIN TWO STANDARD BUSINESS DAYS.
- If the Customer's field service technician does not report site arrival within response times, escalate the incident as indicated by the escalation contact table provided by the Customer.
- If required by Customer's repair verification preferences, verify with the Customer that restoration is complete or system is functional. Close incident once the Customer notifies Motorola Solutions of incident resolution.
  - If the Customer cannot confirm within 20 minutes of restoration, the Motorola Solutions will close the incident and will release the Customer field service technician.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
  - Open and closed.
  - Open, assigned to the Customer's field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

8.2.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Escalation contact table.
  - Site arrival preference.
  - Repair verification preference and procedure.
- Provide the following information when initiating a service request with the CMSO:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Respond to Motorola Solutions within 10 minutes of receipt of page or telephone call to accept incident assignment.
  - If the Customer fails to contact Motorola Solutions within 10 minutes, Motorola Solutions will escalate contact as described under Section 8.2.4: Motorola Solutions Responsibilities.
- If dictated by the Customer's site arrival preferences, have Customer's field service technician report site arrival to Motorola Solutions for all accepted incident assignments.
- Have the Customer's field service technician report incident resolution to Motorola Solutions.
- Cooperate with Motorola Solutions and perform acts that are reasonable or necessary to enable Motorola Solution to provide the Customer Technician Dispatch service to the Customer.

8.2.6 Recommended Priority Level Response Times

This section describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels. Motorola Solutions standard response times for on-site services are included in the following tables for reference.

Table 8-6: Standard Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 8-7: Premier Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

Table 8-8: Limited Priority Level Definitions and Response Times

Incident Priority	Incident Definition	On-site Response Time
Critical P1	**Core:** Core server or core link failure. No redundant server or link available. **Sites/Subsites:** Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. **Consoles:** More than 40% of a site's console positions down. **Conventional Channels:** Conventional Channel Gateways (CCGW) down without redundant gateways available. **Security Features:** Security is non-functional or degraded.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
High P2	**Core:** Core server or link failures. Redundant server or link available. **Consoles:** Between 20% and 40% of a site's console positions down. **Sites/Subsites:** One RF site or up to 10% of RF sites down, whichever is greater. **Conventional Channels:** Up to 50% of CCGWs down. Redundant gateways available. **Network Elements:** Site router, site switch, or GPS server down. No redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	**Consoles:** Up to 20% of a site's console positions down. **Conventional Channels:** Single channel down. Redundant gateway available. **Network Elements:** Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	**Service Requests:** Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Not applicable.

8.3 SYSTEM UPGRADE AGREEMENT OVERVIEW

Utilizing the ASTRO® 25 System Upgrade Agreement (“SUA”) service, the ASTRO25 system is able to take advantage of new functionality and security features while extending the operational life of the system. Motorola Solutions continues to make advancements in on-premise and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO 25 is available at all times.

The ASTRO System Upgrade Agreement periodically provides upgrades to system software and cloud platforms, with associated implementation services and hardware changes, to keep the overall ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and the customer (“Customer”).

The Customer is required to keep the system within a standard support period as described in Motorola Solutions’ Software Support Policy (“SwSP”).

8.3.1 Scope

As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in each eligible upgrade window over the term of this agreement. The term of the agreement is listed in Table 8-9: SUA Term. The eligible upgrade windows and their duration are illustrated in Table 8-10: Eligible Upgrade Window.

With the addition of the cloud services, Motorola Solutions agrees to provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO 25 system release upgrades and will occur outside the defined eligible upgrade windows in Table 8-10: Eligible Upgrade Window. Motorola Solutions may in its sole discretion automatically apply the cloud updates as they become available.

If needed to perform the software upgrades, Motorola Solutions will provide updated and/or replacement hardware for covered infrastructure components. System release upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola Solutions’ option, new system releases may introduce new features or enhancements that Motorola Solutions may offer for purchase. These new features, available separately for purchase, are not part of the System Upgrade Agreement.

Table 8-9: SUA Term

– Duration	– {4} Year(s)

Table 8-10: Eligible Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
{{1st Quantity}}	{{2nd Quantity}}	{{3rd Quantity}}

The methodology for executing each system upgrade is described in Section 8.3.4.1: Upgrade Planning and Preparation through Section 8.3.4.4: Upgrade Completion. ASTRO 25 SUA pricing is based on the system configuration outlined in Section 8.3.7: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.

The price quoted for ASTRO 25 SUA requires the Customer to choose a certified system upgrade path in Section 8.3.6: ASTRO 25 System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Section 8.3.6: ASTRO 25 System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola Solutions agrees to provide a price quotation for any additional materials and services necessary.

8.3.2 Inclusions

The ASTRO 25 SUA only covers the products outlined in Section 8.3.7: System Pricing Configuration and does not cover all products. Refer to Section 8.3.3: Limitations and Exclusions for examples of exclusions and limitations.

The ASTRO 25 SUA applies only to system release upgrades within the ASTRO 25 platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

ASTRO 25 SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period.

8.3.3 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO 25 SUA does not cover the products and services detailed in this section.

Excluded Products and Services	Examples but not limited to
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO 25 network	CAD, E911, Avtec Consoles
Not certified on ASTRO 25 systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-Way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners

– Excluded Products and Services	– Examples but not limited to
– Customer provided cloud connectivity	– LTE, Internet
– Maintenance Services of Any Kind	– Infrastructure Repair, Tech Support, Dispatch

8.3.3.1 Platform Migrations

Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

8.3.3.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

8.3.3.3 System Expansions and New Features

Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.

Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary to provide system expansions and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

8.3.3.3.1 Security Update Service

ASTRO 25 SUA does not cover or include deliverables included with the Security Update Service. The SUA does not include software support for virus attacks, applications that are not part of the ASTRO 25 system, unauthorized modifications, or other misuse of the covered software. At the time of upgrade, Motorola Solutions will provide the latest applicable software, patches, and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the Customer is eligible for ongoing security patching.

ASTRO 25 SUA does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in 8.3.4.1.1 Motorola Solutions Responsibilities.

The upgrade may include 3rd party software such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola Solutions software service packs that may be available. Motorola Solutions will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

8.3.3.4 Cloud Technology

Support for Customer provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO 25 SUA may change. Any changes to ASTRO 25 SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

8.3.4 System Upgrades

8.3.4.1 Upgrade Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

8.3.4.1.1 Motorola Solutions Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the system upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified system upgrade. Prepare an overall project schedule identifying key tasks and personnel resources required from Motorola Solutions and Customer for each task and phase of the upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified system upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.

- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola Solutions will provide this training only once per system.

8.3.4.1.2 Customer Responsibilities

Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release upgrade and provide necessary information requested by Motorola Solutions to execute the upgrade. Review upgrade schedule and reach mutual agreement of the same.

Identify hardware not purchased through Motorola Solutions that will require the system release upgrade software.

Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 8.3.4.1.1: Motorola Solutions Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.

If applicable, provide network connectivity at the zone core site(s) for Motorola Solutions to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola Solutions will provide the network connection specifications, as listed in Section 8.3.4.1.1: Motorola Solutions Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the system release upgrade.

Assist in site walks of the system during the system audit when necessary.

Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable. Upon reasonable request by Motorola Solutions, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Section 8.3.7: System Pricing Configuration.

Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.

If not provided by Motorola Solutions, maintain an internet connection between the on premise radio solution and the cloud platform.

Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola Solutions makes no representations as to the compliance of ASTRO 25 SUA with any Customer specific standards, requirements, specifications, or terms, except to the extent expressly specified.

Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

8.3.4.2 System Readiness Checkpoint

All items listed in this section are to be completed at least 30 days prior to a scheduled upgrade.

8.3.4.2.1 Motorola Solutions Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
  - Motorola Solutions reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

8.3.4.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola Solutions to complete in time for the System Readiness Checkpoint.

8.3.4.3 System Upgrade

8.3.4.3.1 Motorola Solutions Responsibilities

Perform system infrastructure upgrade for the system elements outlined in this SOW.

8.3.4.3.2 Customer Responsibilities

- Inform system users of software upgrade plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software upgrade services.

8.3.4.4 Upgrade Completion

8.3.4.4.1 Motorola Solutions Responsibilities

- Validate all certified system upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

8.3.4.4.2 Customer Responsibilities

- Cooperate with Motorola Solutions in efforts to complete any post upgrade punch list items as needed.

8.3.5 Special Provisions

The migration of capabilities from ASTRO 25 on-premise infrastructure to the cloud is not considered to be a platform migration and is therefore included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola Solutions roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to customer-provided software and hardware. Motorola Solutions makes no warrants or commitments about adapting our standard system releases to accommodate customer implemented equipment. If during the course of an upgrade, it is determined that customer provided software and/or hardware does not function properly, Motorola Solutions will notify the customer of the limitations. The customer owns any costs and liabilities associated with making the customer provided software and/or hardware work with the standard Motorola Solutions system release. This includes, but is not limited to, Motorola Solutions costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the customer.

Any Motorola Solutions software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Solutions Software License Agreement. Any non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

ASTRO 25 SUA coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola Solutions no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA program. In either case, Motorola Solutions will refund to Customer any prepaid fees for ASTRO 25 SUA applicable to the terminated period.

If the Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola Solutions reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The ASTRO 25 SUA annualized price is based on the fulfillment of the system release upgrade in each eligible upgrade window. If the Customer terminates, except if Motorola Solutions is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible upgrade window if a system release upgrade has been taken prior to the point of termination.

8.3.6 ASTRO 25 System Release Upgrade Paths

The upgrade paths for standard ASTRO 25 system releases are listed in Table 1-3: Certified Standard ASTRO 25 System Release Upgrade Paths.

Table 8-11: Certified Standard ASTRO 25 System Release Upgrade Paths

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to Current Shipping Release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1

The upgrade paths for high security ASTRO 25 system releases for federal deployments are described in Table 1-4: Certified High Security ASTRO 25 System Release Upgrade Paths.

Table 8-12: Certified High Security ASTRO 25 System Release Upgrade Paths

ASTRO 25 High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

The release taxonomy for the ASTRO 25 7.x platform is expressed in the form “ASTRO 25 7.x release 20YY.Z”. In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO 25 System release with support for Public key infrastructure (“PKI”) Common Access Card/Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release upgrade paths can be found in the most recent Lifecycle Services bulletin.
- The information contained herein is provided for information purposes only and is intended only to outline Motorola Solutions’ presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola Solutions reserves the right to make changes to the content and timing of any product, product feature, or software release.

8.3.7 System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA price adjustment.

Table 8-13: System Configuration

System Configuration
Master Site Configuration

System Configuration	
Cloud based Master Site	0
Cloud based DSR Site	0
On-Premise Master Site	0
On-Premise DSR Site	0
System Level Features	
Standalone servers (Critical Connect / Smart Connect / Edge Server)	0
MOSCAD NFM RTU (typically 1 per site location)	2
Network Management Clients	2
Unified Network Services (UNS) or KMF	0
Telephone Interconnect	0
Security Configuration	
AERSS Sensors	1
Firewalls	1
RF Site Configuration	
Virtual Prime Sites	0
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	2
GTR 8000 Base Stations	15
Dispatch Site Configuration	
Dispatch Site Locations	1
MCC7500 Dispatch Consoles	5
AIS	1
CCGWs	2
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (Command Central Hub)	0
AXS Servers	0
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through MSI	0
Verint Logging recorders (IP, Telephony, or Analog) Purchased through MSI	0
MACH Alert FSA Purchased through MSI	0
Genesis Applications Purchased through MSI	0

SECTION 9

PRICING

9.1 SYSTEM PRICING

DESCRIPTION	PRICE
Edge Availability, TDMA DDM Upgrade, and Channel Add Solution - includes Systems Integration and 1st Year Warranty Support	$747,055.39
State Contract Discount	($89,673.85)
Additional Discount if Awarded by April 28, 2023	($20,334)
TOTAL	$637,047.54
OPTON(S)	
Location Equipment and Services	**$66,176.84**
State Contract Discount	($1,950.00)
	($902.93)
TOTAL	**$63,323.91**

9.2 MAINTENANCE PRICING

DESCRIPTION	YEAR 2	YEAR 3	YEAR 4	YEAR 5	TOTALS
Maintenance and Lifecycle Support	$109,846.04	$113,410.48	$117,117.49	$120,974.25	**$461,348.26**
Available Discount	-$8,232.83	-$8,562.15	-$8,904.63	-$9,261.11	**-$34,960.72**
TOTAL	**$101,613.21**	**$104,848.33**	**$108,212.86**	**$111,713.14**	**$426,387.54**

SECTION 10

CONTRACT

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"
Exhibit B "Payment"
Exhibit C Technical and Implementation Documents
- C-1 "System Description" dated March 10, 2023
- C-2 "Pricing Summary & Equipment List" dated March 10, 2023
- C-3 "Implementation Statement of Work" dated March 10, 2023
- C-4 "Acceptance Test Plan" or "ATP" dated TBD
- C-5 "Performance Schedule" dated TBD

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to

recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum

and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

"Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform

this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through the Motorola Solutions Customer Portal eCommerce Shop, and this Agreement will be the "Underlying Agreement" for those eCommerce transactions rather than the eCommerce Shop Terms and Conditions of Sale. eCommerce Shop registration and other information may be found at https://www.motorolasolutions.com/en_us/registration and the shop support telephone number is (800) 814-0601.

3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License

Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will 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. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found

to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. 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.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. 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 wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. 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.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. 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.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or

Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS

AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either

Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer

by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 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 Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created

solely by it or its agents (hereafter, “Customer Data”), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, “Derivative Data”).

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola’s receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a “Separated Business”), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a “Separation Event”), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. 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.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. 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 Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement 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 shall 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, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.	**Customer**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and _____ (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee’s use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party (“Auditor”) may inspect Licensee’s premises, books and records, upon reasonable prior notice to Licensee, during Licensee’s normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola’s processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and

that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

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

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including

export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

PAYMENT

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.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**

2. **60% of the Contract Price due upon shipment of equipment from Staging or factory;**

3. **10% of the Contract Price due upon installation of equipment; and**

4. **5% of the Contract Price due upon Final Acceptance.**

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

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. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.
The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types			
Levels	Project Management	System Engineering	System Technologist	Project Administration
4	$ 290.00	$ 300.00	$ 280.00	$ 200.00
3	$ 240.00	$ 250.00	$ 240.00	$ 180.00
2	$ 220.00	$ 220.00	$ 220.00	$ 170.00
1	$ 190.00	$ 210.00	$ 210.00	$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MAINTENANCE, SUPPORT AND **LIFECYCLE MANAGEMENT ADDENDUM**

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30)

days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission

medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is _____ years, commencing on _____, 201_. The Lifecycle Management Price for the ___ years of services is $_____, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System

Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:

a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the ___ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the ___ year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and

other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

Cyber Addendum

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

1.1 This Addendum sets out additional and superseding terms applicable to Customer's purchase of cyber security services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, among other subscription services,(ii) professional services, and/or (iii) retainer services (i.e., professional services when expressly purchased as a block of pre-paid hours for use, subject to expiration, within a specified period across certain offered service categories ("Retainer Services") (all collectively herein, "Services").

Section 2. ADDITIONAL DEFINITIONS AND INTERPRETATION

2.1. "Customer Contact Data" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes.

2.2 "Customer Data" means Customer data, information, and content, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data or anonymized or generalized data. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third-party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third-party sources, indicators of compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services.

2.3 "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Services. Any Feedback provided by Customer is entirely voluntary. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users. Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

2.4 "Motorola Data" means data owned or licensed by Motorola.

2.5 "Process" or "Processing" means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

2.6 "Service Use Data" means data generated by Customer's use of the Services or by Motorola's support of the Services, including personal information, threat data, security threat intelligence and mitigation data, vulnerability data, threat scenarios, malicious and third-party IP information, malware, location, monitoring and recording activity, product performance and error information, threat signatures, activity logs and date and time of use.

2.7 “Statement(s) of Work” or “SOW(s)” as used in this Addendum means a statement of work, ordering document, accepted proposal, or other agreed upon engagement document issued under or subject to this Addendum. Mutually agreed upon SOWs may be attached hereto as Exhibit(s) A-1, A-2, A-3, etc., and/or are respectively incorporated by reference, each of which will be governed by the terms and conditions of this Agreement. Statements of Work may set out certain “Deliverables,” which include all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under a SOW and this Agreement. The Deliverables, if any, are more fully described in the Statements of Work.

2.8 “Third-Party Data” means information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services.

Section 3. LICENSE, DATA AND SERVICE CONDITIONS

3.1 Delivery of Cyber Services

3.1.1 All Professional Services will be performed in accordance with the performance schedule included in a Statement of Work (“SOW”). Delivery of hours purchased as Retainer Services is at the onset of the applicable retainer period. Hours purchased as Retainer Services expire and are forfeited if not used within the Retainer period, subject to terms of use, expiration and extension, if any, as set out in the applicable SOW or ordering document. Professional Services described in a SOW will be deemed complete upon Motorola’s performance of such Services or, if applicable, upon exhaustion or expiration of the Retainer Services hours, whichever occurs first.

3.1.2 Subscription Services. Delivery of subscription services will occur upon Customer’s receipt of credentials required for access to the Services or upon Motorola otherwise providing access to the Services platform.

3.1.3 To the extent Customer purchases equipment from Motorola (“Supplied Equipment"), title and risk of loss to the Supplied Equipment will pass to Customer upon installation (if applicable) or shipment by Motorola. Customer will take all necessary actions, reimburse freight or delivery charges, provide or obtain access and other rights needed and take other requested actions necessary for Motorola to efficiently perform its contractual duties. To the extent Supplied Equipment is purchased on an installment basis, any early termination of the installment period will cause the outstanding balance to become immediately due.

3.2 Motorola may use or provide Customer with access to software, tools, enhancements, updates, data, derivative works, and other materials which Motorola has developed or licensed from third parties (collectively, “Motorola Materials”). The Services, Motorola Data, Third-Party Data, and related documentation, are considered Motorola Materials. Notwithstanding the use of such materials in Services or deliverables, 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. Motorola grants Customer and Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Services and associated deliverables solely for Customer’s internal business purposes.

3.3 To the extent Customer is permitted to access, use, or integrate Customer or third-party software, services, content, or data that is not provided by Motorola (collectively, “Non-Motorola Content”) with or through the Services, or will use equipment or software not provided by Motorola, which may be required for use of the Services (“Customer-Provided Equipment”), Customer will obtain and continuously maintain all rights and licenses necessary for Motorola to efficiently perform all contemplated Services under this Addendum and will assume responsibility for operation and integration of such content and equipment.

3.4 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 Addendum including the right to Process and use the Customer Data as set forth in Section 3.5 – Processing Customer Data, below. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and Motorola may engage sub-processors pursuant to Section 3.5.3 – Sub-processors and Third-Party Providers.

3.5 Processing Customer Data.

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

3.5.2 Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Services), and Motorola's use of such Customer Data in accordance with the Addendum, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's and third-party provider use) of the Customer Data as described in the Addendum or any applicable third-party agreements or EULAs.

3.5.3 Sub-processors and Third-Party Providers. Motorola may use, engage, resell, or otherwise interface with third-party software, hardware or services providers (such as, for example, third-party end point detection and response providers) and other sub-processors, who in turn may engage additional sub-processors to process personal data and other Customer Data. Customer agrees that such third-party software or services providers, sub-processors or their respective sub-processors may process and use personal and other Customer Data in accordance with and subject to their own respective licenses or terms and in accordance with applicable law. Customer authorizes and will provide and obtain all required notices and consents, if any, and comply with other applicable legal requirements, if any, with respect to such collection and use of personal data and other Customer Data by Motorola, and its subcontractors, sub-processors and/or third-party software, hardware or services providers. Notwithstanding any provision to the contrary, to the extent the use or performance of certain Services is governed by any separate license, data requirement, EULA, privacy statement, or other applicable agreement, including terms governing third-party software, hardware or services, including open source software, Customer will comply, and ensure its Authorized Users comply, with any such agreements or terms, which shall govern any such Services.

3.5.4 Notwithstanding any provision to the contrary in this Addendum or any related agreement, and in addition to other uses and rights set out herein, Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties.

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

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

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

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

3.10 Motorola as a Controller or Joint Controller**.** In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall

Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate addendum to allocate the respective roles as joint controllers.

3.11 Beta or Proof of Concept Services. If Motorola makes any beta version of its Services ("Beta Service") available to Customer, or provides Customer a trial period or proof of concept period (or other demonstration) of the Services at reduced or no charge ("Proof of Concept" or "POC" Service), Customer may choose to use such Beta or POC Service at its own discretion, provided, however, that Customer will use the Beta or POC Service solely for purposes of Customer's evaluation of such Beta or POC Service, and for no other purpose. Customer acknowledges and agrees that all Beta or POC Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta or POC Service, in its sole discretion, and Motorola may discontinue any Beta or POC Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies. Notwithstanding any other provision of this Agreement, to the extent a future paid Service has been agreed upon subject to and contingent on the Customer's evaluation of a Proof of Concept Service, Customer may cancel such future paid Service as specified in the SOW or, if not specified, within a reasonable time before the paid Service is initiated.

Section 4. WARRANTY

4.1 CUSTOMER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT MOTOROLA DOES NOT GUARANTEE OR WARRANT THAT IT WILL DISCOVER ALL OF CUSTOMER'S SECURITY EVENTS (SUCH EVENTS INCLUDING THE UNAUTHORIZED ACCESS, ACQUISITION, USE, DISCLOSURE, MODIFICATION OR DESTRUCTION OF CUSTOMER DATA), THREATS, OR SYSTEM VULNERABILITIES. MOTOROLA DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH SECURITY EVENTS, THREATS OR VULNERABILITIES WHETHER OR NOT DISCOVERED BY MOTOROLA. MOTOROLA DISCLAIMS ANY RESPONSIBILITY FOR CUSTOMER'S USE OR IMPLEMENTATION OF ANY RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SERVICES. IMPLEMENTATION OF RECOMMENDATIONS DOES NOT ENSURE OR GUARANTEE THE SECURITY OF THE SYSTEMS AND OPERATIONS EVALUATED. CUSTOMER SHALL BE RESPONSIBLE TO TAKE SUCH ACTIONS NECESSARY TO MITIGATE RISKS TO ITS OPERATIONS AND PROTECT AND PRESERVE ITS COMPUTER SYSTEMS AND DATA, INCLUDING CREATION OF OPERATIONAL WORKAROUNDS, BACKUPS AND REDUNDANCIES.

4.2. Customer acknowledges**,** understands and agrees that the Services and products or equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service.

4.3. Motorola warrants that Supplied Equipment, under normal use and service, will be free from material defects in materials and workmanship for one (1) year from the date of shipment, subject to Customer providing written notice to Motorola within that period. AS IT RELATES TO THE SUPPLIED EQUIPMENT, MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

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

Section 5 LIMITATION OF LIABILITY

5.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (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.

5.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THIS ADDENDUM OR ANY RELATED OR UNDERLYING AGREEMENT, WILL NOT EXCEED THE FEES SET FORTH IN THE APPLICABLE SOW OR PRICING FOR THE CYBER SERVICES UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SERVICES OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR THE CYBER SERVICES TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. FOR AVOIDANCE OF DOUBT, THE LIMITATIONS IN THIS SECTION 5.2 APPLY IN THE AGGREGATE TO INDEMNIFICATION OBLIGATIONS ARISING OUT OF THIS ADDENDUM OR ANY RELATED AGREEMENTS.

5.3. ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, SERVICES, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS ADDENDUM, THE PRIMARY AGREEMENT OR ANY RELATED AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES; (H) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (I) 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; (J) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

5.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in Section 5.3 – Additional Exclusions above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any fees set forth in this Addendum or separate order for such Services, if applicable.

5.5. Representations and Standards. Except as expressly set out in this Addendum or the applicable Motorola proposal or statement of work relating to the cyber products or services, or applicable portion thereof, Motorola makes no representations as to the compliance of Motorola cyber products and services with any specific standards, specifications or terms. For avoidance of doubt, notwithstanding any related or underlying agreement or terms, conformance with any specific standards, specifications, or requirements, if any, as it relates to cyber products and services is only as expressly set out in the applicable Motorola SOW or proposal describing such cyber products or services or the applicable (i.e., cyber) portion thereof. Customer represents that it is authorized to engage Motorola to perform Services that may involve assessment, evaluation or monitoring of Motorola's or its affiliate's services, systems or products.

5.6. Wind Down of Services. In addition to any other termination rights, Motorola may terminate the Services, any SOW or subscription term, in whole or in part, in the event Motorola plans to cease offering the applicable Services to customers.

5.7. Third-Party Beneficiaries. The Addendum is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Addendum 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, products or services included in the Services will be a direct and intended third-party beneficiary of this Addendum.

In witness whereof, the Parties hereto have executed this Addendum as of the Effective Date.

MOTOROLA	CUSTOMER
BY: _____	BY: _____
NAME: _____	NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____