**CITY OF STRONGSVILLE, OHIO**

**ORDINANCE NO. 2019 – 180**

**By: Mayor Perciak and All Members of Council**

**AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A SOFTWARE UPGRADE AGREEMENT AND MAINTENANCE PUCHASE AGREEMENT WITH MOTOROLA SOLUTIONS, INC., IN CONNECTION WITH THE SOUTHWEST EMERGENCY DISPATCH CENTER'S DISPATCHING RADIO CONSOLES AND RELATED SOFTWARE, WITHOUT PUBLIC BIDDING, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville has previously entered into agreements with the Cities of Berea, Brook Park, North Royalton, Olmsted Falls and Olmsted Township in order to provide certain additional police and fire protection services for each community in the form of dispatch services, which are currently in operation as the Southwest Emergency Dispatch Center ("Dispatch Center") located at 13213 Pearl Road, in the City of Strongsville; and

WHEREAS, in order to continue the efficient operation of the Dispatch Center for the health, safety and welfare of the aforementioned affected communities and their residents, it has become immediately necessary to consider upgrades and maintenance services for the dispatching radio consoles and related software utilized at the Dispatch Center; and

WHEREAS, therefore, based upon recommendation of the City's Director of Communication & Technology, it is in the City's best interests to immediately contract with an existing and readily available vendor that is the source of specific specialized and proprietary software and services in order to upgrade and maintain the dispatching radio consoles and related software for the Dispatch Center.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO, BY UNANIMOUS AFFIRMATIVE VOTE:

**Section 1.** That this Council finds and determines, as set out in Article V, §5 of the Charter, that there is an immediate and present emergency in the operation of the Department of Communication & Technology of the City of Strongsville, in that it has become immediately necessary to enter into a Software Upgrade Agreement and Maintenance Purchase Agreement, without public bidding, with **MOTOROLA SOLUTIONS, INC.,** for the City's Southwest Emergency Dispatch Center, to provide maintenance services and upgrade the radio consoles and the specialized and unique proprietary software related to public safety and emergency services, in order to protect the health, safety, and welfare of the residents of the City of Strongsville and all the residents and communities serviced by the Dispatch Center.

**Section 2.** That the Mayor be and is hereby authorized to enter into an *SUAII and Maintenance Purchase Agreement,* with attached exhibits, without public bidding, with **MOTOROLA SOLUTIONS, INC.,** for the upgrade and required ongoing maintenance of the dispatching radio consoles and related software at the Dispatch Center, for a period of five (5) years from 2019 through 2023, in the total amount not to exceed $449,846.00, as more fully set forth in the Agreement attached hereto as Exhibit "1," and incorporated herein as if fully rewritten.

**Section 3.** That the funds necessary for the purposes of this Ordinance have been appropriated for 2019 and shall be paid from the Fire Levy Fund; General Fund; Multi-Purpose Complex Fund; Street Construction, Maintenance & Repair Fund; and the Sanitary Sewer Fund.

**Section 4.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council; and that all deliberations of this Council, and of any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 5.** That this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the City, and for the further reason that it is immediately necessary to continue to provide for the maintenance and repair of the radio consoles and software utilized by the City of Strongsville Dispatch Center, in order to protect and safeguard the safety and welfare of its citizens and those of the various communities served by such Dispatch Center. Therefore, provided this Ordinance receives the unanimous vote of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor.

President of Council

Approved: Thomas S. Bruer
Mayor

Date Passed: November 18, 2019

Date Approved: Nov. 18, 2019

Attest: Dimple Pientka
Clerk of Council

| | Yea | Nay |
|---|---|---|
| Carbone | ✓ | |
| DeMio | ✓ | |
| Kosek | ✓ | |
| Patten | ✓ | |
| Roff | ✓ | |
| Schonhut | ✓ | |
| Short | ✓ | |

ORD. No. 2019-180 Amended:
1st Rdg. 11-18-19 Ref:
2nd Rdg. Suspended Ref:
3rd Rdg. Suspended Ref:

Pub Hrg. Ref:
Adopted: 11-18-19 Defeated:

**SUAII and Maintenance Purchase Agreement**

Motorola Solutions, Inc. ("Motorola") and City of Strongsville Ohio ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System, 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 EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between Exhibits A through D will be resolved in their listed order.

| | |
|---|---|
| Exhibit A | Motorola "Software License Agreement" |
| Exhibit B | Motorola Proposal dated 10.25.2019 |
| | B-1 "Maintenance Statement of Work ("SOW")" dated 10.25.2019 |
| | B-2 "SUAII Statement of Work" dated 10.25.2019 |
| Exhibit C | Payment Schedule |

**Section 2 DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

2.1. "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.

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

2.3. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.4. "Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

2.5. "Motorola Software" means Software that Motorola or its affiliated company owns.

2.6. "Non-Motorola Software" means Software that another party owns.

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

2.8. "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.

2.9. "Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

2.10. "Service" or "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

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

2.12. "Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

**Section 3 ACCEPTANCE**

Customer accepts these Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

**Section 4 SCOPE OF AGREEMENT AND TERM**

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibits B, B-1, and B-2.

4.2. 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.

4.3. 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.

4.4. 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. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable

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

4.6. 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 for Five (5) years.

4.7 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

## Section 5 MAINTENANCE AND SUPPORT SERVICES

5.1 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in Exhibit B-1.

5.2 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.

5.3 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.

5.4 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.

5.5 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.

## Section 6 EXCLUDED SERVICES

6.1 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.

6.2 Unless specifically included in this Agreement, 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.

## Section 7 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement and/or SOW. When Motorola performs Service 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 Agreement, 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 Agreement, 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 its Services, Customer agrees to reimburse Motorola for those charges and expenses.

## Section 8 CONTRACT PRICE, PAYMENT AND INVOICING

8.1 Customer affirms that execution of this Agreement is the only Notice to Proceed that Motorola will receive for the term of this Agreement. The Customer does not need to issue a purchase order or other funding documentation in order to pay Motorola each year of this Agreement. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary information to include on invoices for payment per this Agreement.

8.2 CONTRACT PRICE. The Contract Price in U.S. dollars is $449,846.00. Contract Price includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges. Motorola has priced the Equipment, Software and Services as defined in the Exhibits. Any change to the quantities or scope defined in the Exhibits may affect the overall Contract Price.

8.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and 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 Solutions, Inc. is 36-1115800.

8.4 INTENTIONALLY DELETED.

8.5 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 the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

## Section 9 WARRANTY

9.1. SERVICE WARRANTY. Motorola warrants that its Services under this Agreement 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. In the event of a breach of this warranty, 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.

9.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

9.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-2.

9.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola 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.

9.5. 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 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. That action will be the full extent of Motorola's liability for the warranty claim. 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.

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

9.7. 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 AND FITNESS FOR A PARTICULAR PURPOSE.

**Section 10 DEFAULT AND TERMINATION**

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving written notice of termination to the defaulting party.

10.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, 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.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed two years. This is not a penalty, but a reconciliation of the price structure.

**Section 11 EXCLUSIVE TERMS AND CONDITIONS**

11.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to these Services, and there are no agreements or

representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

11.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound to any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

**Section 12 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

12.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Alabama law and this Agreement.

12.2. 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 copyrightowner.

**Section 13 INDEMNIFICATION**

13.1. 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.

13.2. PATENT AND COPYRIGHT INFRINGEMENT.

13.2.1. 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.

13.2. 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.

13.2.3. 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.

13.2.4. This Section 13 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 13 are subject to and limited by the restrictions set forth in Section14.

**Section 14 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 services with respect to which losses or damages are claimed. 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, TIME, DATA, GOOD WILL, 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 15 FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other governmental matters.

**Section 16 DISPUTES**

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

16.1. 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 ofUCITA.

16.2. 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.

16.3 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.

16.4. 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.

16.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 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 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. 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 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.

17.8 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.

17.9. 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.

17.10. 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. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of 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 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.

17.12 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 for a time period that is reasonable under the circumstances.

17.13. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 8 (Contract Price and Payment); Subsection 9.7 (Disclaimer of Implied Warranties); Section 16 (Disputes); Section 14 (Limitation of Liability); and Section 12 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

| **Motorola Solutions, Inc.** | **Customer**<br>CITY OF STRONGSVILLE |
|---|---|
| By:_____ | By: Thomas P. Perciak |
| Name: Jennifer Jones | Name: Thomas P. Perciak |
| Title: Territory Services Director | Title: Mayor |
| Date:_____ | Date: Nov. 18, 2019 |

## Exhibit A
## MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Strongsville Ohio ("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).

**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. 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.

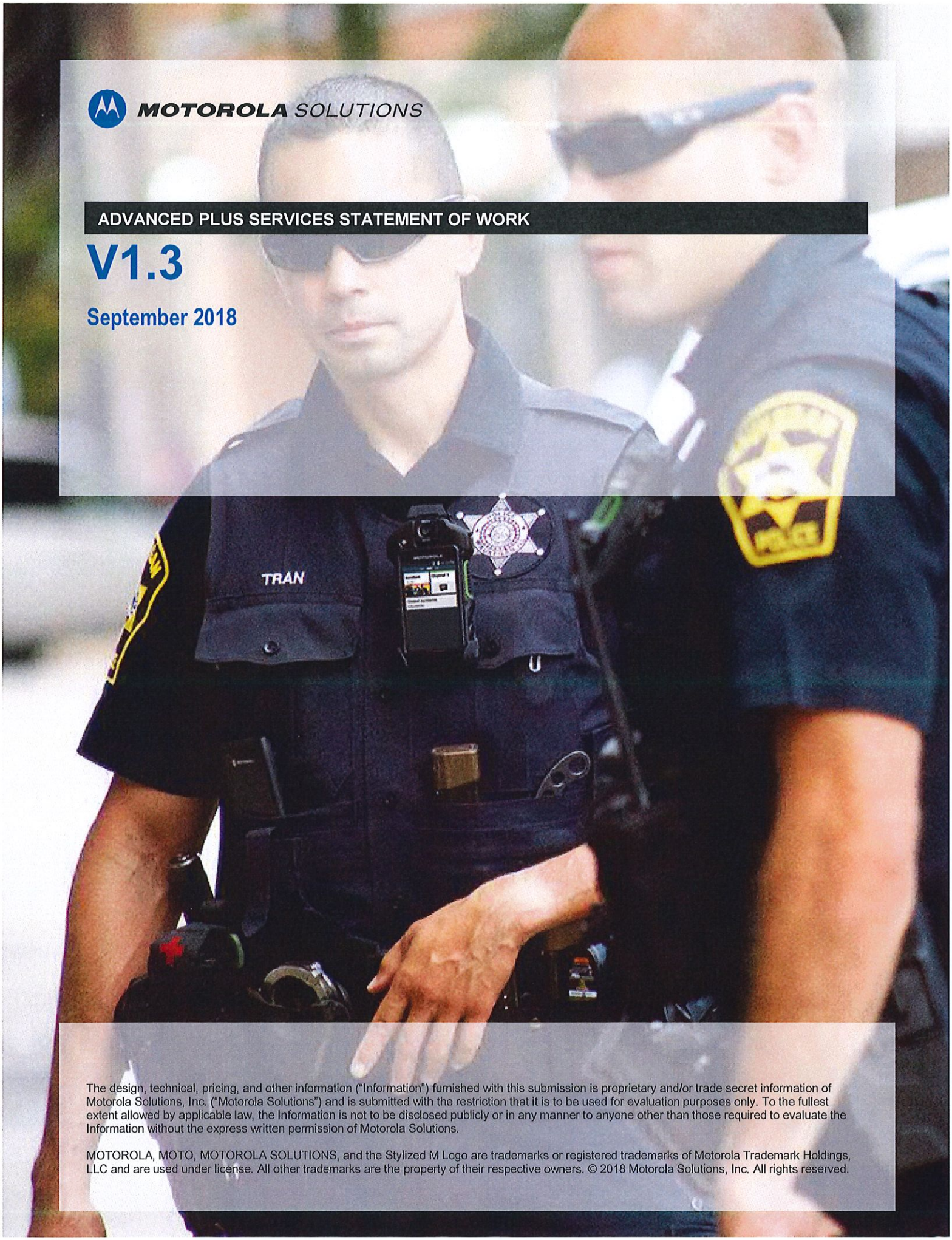
13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity or the internal substantive laws of the State of Illinois 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.

13.5. 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.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of thisAgreement.

13.7. 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.

13.8 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.




MOTOROLA SOLUTIONS

# ADVANCED PLUS SERVICES STATEMENT OF WORK

# V1.3

## September 2018

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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SECTION 1

# ADVANCED PLUS SERVICES STATEMENT OF WORK

## 1.1 INTRODUCTION

This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer ("Agreement") and is subject to the terms and conditions set forth in the Agreement.

Advanced Plus Services are Network Event Monitoring, Technical Support, Network Hardware Repair, Remote Security Patch Installation, OnSite Support and Annual Preventive Maintenance. Each of these services are summarized below and expanded upon in the appendices A, B, C, D, E and F. In the event of a conflict between the Sections below and an individual SOW Subsection, the individual SOW Subsection prevails.

### 1.1.1 Advanced Plus Services

Motorola's Advanced Plus Services are designed for customers who would benefit from Motorola's support experience. Advanced Plus Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Advanced Plus Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Advanced Plus Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Advanced Plus Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced plus Services CSP and other portions of the Agreement.

### 1.1.2 Customer Support Plan (CSP)

The Advanced Plus Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Advanced plus Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Advanced Plus Services SOW.

### 1.1.3 Centralized Service Delivery

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solutions Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

### 1.1.4 Field Service Delivery

Advanced Plus Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on pre-defined Incident priority levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians

perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

## 1.1.5 Network Hardware Repair

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

## 1.1.6 Security Management Operations

### Remote Security Patch Installation

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates. Appendix D contains the SOW for Remote Security Patch Installation.

### Security Monitoring

ASTRO 25 Security Monitoring is a purchasable solution that provides 24x7x365 monitoring of the radio network security elements by specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution. If purchased, an appendix with the Security Monitoring SOW will be included at the end of this document.

## 1.1.7 Network Updates

Network Updates Service is a comprehensive approach to technology sustainment of the ASTRO 25 system. It incorporates both software and hardware updates aligned with the ASTRO 25 platform lifecycle so the customer's system is maintained at a high level of support. Network Updates service provides a complete package of hardware, software and implementation

services required to update the ASTRO 25 system with an equivalent level of functionality.

- Network Updates enable the ASTRO 25 system to function at high levels of operation over time, and allow for feature enhancement and system expansion, such as expansion of RF sites, dispatch positions, data sub-systems, network management positions, while maximizing the lifespan of the investment. Network updates provide access to the latest available standard and optional features (optional features may require an additional fee for licensing and hardware). Software and hardware updates to platform components optimize the availability of repair services support and may also provide increased capacity and processing capability. Live network updates are performed with minimal interruption to system operation and with minimal reliance on owner resources. Appendix G contains the SOW for Network Updates

### 1.1.8 MyView Portal

MyView Portal is a web-based platform that provides a transparent, single source view of network maintenance and operations along with historical system and service delivery information. It can be accessed from a desktop, laptop or tablet web browser.

- Event Monitoring Reports: See resolution status for incidents and notifications by Incident priority level.
- Technical Support: View Incident status details to compare them to committed response times.
- OnSite Support: Observe Incident details by Incident priority level and track the progress of onsite support issue resolution.
- Annual Preventive Maintenance: Access the maintenance status for all sites and quickly identify actions needed to take to optimize system performance.
- Network Hardware Repair: Track return material authorizations (RMAs) shipped to our repair depot and eliminate the need to call for status updates.
- Security Patching: Receive automated patch downloads and status on competed updates.
- Trending Reports: Access up to 13 months of historical data and system activity to analyze Incident management.
- Asset and Contract Information: View all the assets purchased for the network, recent orders, and contract information.

The data presented in MyView Portal is in support of the appendix SOW's which provide the terms of any service delivery commitments associated with this data.

# 1.2 APPENDIX A: NETWORK EVENT MONITORING STATEMENT OF WORK

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Network Event Monitoring Services

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the Cleveland Field Service Office, or FSO here after detects an event, then, based on the Incident priority,trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

1.1

Network Event Monitoring is available 24 hours a day, 7 days a week.

1.2 Geographic Availability

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

1.3 Inclusions

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

1.4 Limitations and Exclusions

1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

1.4.2 Additional support charges above and beyond the contracted service agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.

1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:

1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by SSC working remotely with the local customer technical resource.

1.4.3.2 System installations, upgrades, and expansions.

1.4.3.3 Customer training.

1.4.3.4 Hardware repair and/or exchange.

1.4.3.5 Network security services.

1.4.3.6 Network transport (WAN ports, WAN cloud, redundant paths).

1.4.3.7 Information Assurance.

1.4.3.8 Any services not expressly included in this statement of work.

1.4.4 Reference the event catalogue to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.

1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.

1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.

1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.

1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.

1.5.6 Create an Incident, as necessary. Gather information to perform the following:

1.5.6.1 Characterize the issue

1.5.6.2 Determine a plan of action

1.5.6.3 Assign and track the Incident to resolution.

1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.

1.5.8 Maintain communication as needed with the customer in the field until resolution of the Incident

1.6 The Customer has the following responsibilities:

1.6.2 Allow Motorola continuous remote access to enable the monitoring service.

1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.

1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:

1.6.4.1 Incident notification preferences and procedure

1.6.4.2 Repair Verification Preference and procedure

1.6.4.3 Database and escalation procedure forms.

1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.

1.6.5 Provide the following information when initiating a service request:

1.6.5.1 Assigned system ID number

1.6.5.2 Problem description and site location

1.6.5.3 Other pertinent information requested by Motorola to open an Incident.

1.6.6 Notify the SSC when 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, or taking down part of the system to perform maintenance.)

1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.

1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.

1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening an to request service support or enable response to a technical issue.

1.6.10 Pay additional support charges above and beyond 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

1.6.11 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.

1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.

1.6.13.1.1 Upon contact, customer must provide customer name, site id, status on any open Incidents, priority level, and brief description of an Incident and action plan to Motorola.

1.6.14 Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Event Definition table- Appendix A .

1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

## 1.2.1 Engagement Matrix

The event types are based on the defined priority levels as follows:

| Incident Priority | Definition | Engagement Times |
|---|---|---|
| Critical | **Core:**<br>Core server failures Core Link failure<br>**Sites/Subsites:**<br>Entire Simulcast Not Wide Trunking<br>>= 33% of Sites/subsites down<br>o | Response provided 24 hours, 7 days a week, including US Holidays. |
| High | ĩ **Consoles:**<br>Console positions down (>= 33%) Console Site Link Down<br>ĩ **Sites/Subsites:**<br>< 33% of Sites/subsites down<br>>= 33% of channels down<br>ĩ **Conventional Channels:**<br>>= 50% of conventional channels (CCGW) down<br>ĩ **Devices:**<br>Site Router/switch, GPS server down | Response provided 24 hours, 7 days a week, including US Holidays. |
| Medium | **Consoles:**<br>Console positions down (< 33% at a site)<br>**Sites/Subsites**:<br>< 33% of channels down<br>**Conventional Channels:**<br>ĩ Less than 50% of conventional channel down | Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. |
| Low | **Minor events and warnings in the system**<br>ĩ Preventative & Planned Maintenance Activities (Scheduled Work) | Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. |

# 1.3 APPENDIX B: TECHNICAL SUPPORT STATEMENT OF WORK

Motorola's 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 Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

### 1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority Incidents is outlined in the Priority Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Priority Level Response Goals Level Definitions stated in this document.

Motorola will track the progress of each Incident from initial capture to resolution. Motorola will advise and inform the customer of the Incident progress and tasks that require further investigation and assistance from the customer's technical resources.

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 provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

### 1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. See Priority Level Response Goals Level Definitions.

### 1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

### 1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

1.4.2 Third party support for equipment not sold by Motorola.

1.4.3 System installations, upgrades, and expansions.

1.4.4 Customer training.

1.4.5 Hardware repair and/or exchange.

1.4.6 Network security services.

1.4.7 Network transport management.

1.4.8 Motorola services not included in this statement of work.

1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

### 1.5 Motorola has the following responsibilities:

1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical, High Priority Incidents. Refer to Priority Level Response Time Goals for Medium, Low response times.

1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Priority Level Response Time Goals section of this document and the Incident priority levels defined in the Priority Level Definitions section of this document.

1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4. Maintain communication with the customer in the field as needed until resolution of the Incident

1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when a Incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

**1.6. The Customer has the following responsibilities:**

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.

1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions and in the Priority Level Response Time Goals section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

### 1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

| Incident Priority | Definition |
|---|---|
| Critical | **Core:**<br>Core server failures Core Link failure<br>**Sites/Subsites:**<br>Entire Simulcast Not Wide Trunking<br>>= 33% of Sites/subsites down<br>o |
| High | ¡ **Consoles:**<br>Console positions down (>= 33%) Console Site Link Down<br>¡ **Sites/Subsites:**<br>< 33% of Sites/subsites down<br>>= 33% of channels down<br>¡ **Conventional Channels:**<br>>= 50% of conventional channels (CCGW) down<br>¡ **Devices:**<br>Site Router/switch, GPS server down |
| Medium | **Consoles:**<br>Console positions down (< 33% at a site)<br>**Sites/Subsites**:<br>< 33% of channels down<br>**Conventional Channels:**<br>¡ Less than 50% of conventional channel down |
| Low | **Minor events and warnings in the system**<br>¡ Preventative & Planned Maintenance Activities (Scheduled Work) |

### 1.8 Technical Support Priority Level Response Goals

The response times are based on the defined Incident Priority levels as follows:

| Incident Priority | Response Time |
|---|---|
| Critical | A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7. |
| High | A Motorola SSC Technician will make contact with the customer technica representative within four hours of the request for support being logged ir the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7. |
| Medium | A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. |
| Low | A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays. |

# 1.4 APPENDIX C: NETWORK HARDWARE REPAIR STATEMENT OF WORK

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

### 1.1 Description of Services

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

### 1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at https://businessonline.motorolasolutions.com, under Repair Status/Submit Infrastructure RA.

### 1.3 Inclusions

Network Hardware Repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

### 1.4 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair:

1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.

1.4.3. All Broadband infrastructure over three (3) years from product cancellation date

1.4.4. Physically damaged infrastructure.

1.4.5. Third party equipment not shipped by Motorola

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from Digital In-Car Video equipment.

1.4.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave[1], Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS[1]

1.4.9 Test equipment.

1.4.10. Racks, furniture and cabinets.

1.4.11. Firmware and/or software upgrades.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

**1.5 Motorola has the following responsibilities:**

1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.

1.5.2 Provide repair return authorization numbers when requested by Customer.

1.5.3 Receive malfunctioning infrastructure from Customer and document its arrival, repair and return.

1.5.4 Perform the following service on Motorola infrastructure:

1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.4.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.4.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.

1.5.4.4 Perform a box unit test on all serviced infrastructure.

1.5.4.5 Perform a system test on select infrastructure.

1.5.5 Provide the following service on select third party infrastructure:

1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

**1.6** The Customer has the following responsibilities:

1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6 Properly package and ship the malfunctioning FRU, at customer's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

# 1.5 APPENDIX D: REMOTE SECURITY PATCH INSTALLATION STATEMENT OF WORK

To verify compatibility with your ASTRO 25 system, Motorola's Remote Security Patch Installation provides pre-tested 3rd party software (SW) security updates.

In addition to testing the security updates, Remote Security Patch Installation includes remote installation of the updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

1.1 Description of Remote Security Patch Installation

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendor supported updates on a quarterly basis.

1.2 Connectivity

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.

### 1.3 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

#### 1.3.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

#### 1.3.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non-Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

### 1.3.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

### 1.3.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. Examples of how they affect the customer include reboots to implement the patches and rolling (switching from one zone controller to the other) of the zone controllers. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. During these times, the system will be in "Site trunking" mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases ("SERs") and Field Service Bulletins ("FSB's) are not part of this service. However in some instances, these fixes

must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB's and SER's with Motorola.

1.4 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

**1.5 Motorola has the following responsibilities:**

1.5.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions– Weekly

Windows OS updates – Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

1.5.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.

1.5.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.

1.5.4 Address any issues identified during testing by working as necessary with Motorola selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

1.5.5 Pre-test STIG recommended remediation when applicable.

1.5.6 Release all tested updates to Motorola's secure extranet site.

1.5.7 Coordinate updates with customer as outlined in section 1.

1.5.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.

1.5.9 Notify customer of update releases by email.

1.5.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

**1.6 The Customer has the following responsibilities:**

1.6.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.

1.6.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.

1.6.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).

1.6.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.5 Upgrade system to a supported system release as necessary to continue service.

1.6.6 Refrain from making uncertified changes of any type to the system.

1.6.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such Incident, Motorola reserves the right to charge an additional service fee for the remediation effort.

1.6.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.

1.6.9. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

1.6.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the

task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.

1.6.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

1.7 Disclaimer:

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3rd party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

# 1.6 APPENDIX E: ONSITE SUPPORT STATEMENT OF WORK

Motorola's OnSite Support service provides Incident management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an Incident for onsite support and monitoring the status of that Incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Priority Levels set forth in Priority Level Definitions table and Response times set forth in Priority Level Response Time Goals table in order to restore the system.

Motorola will provide an Incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and Incident closure. The SSC will continuously track and manage Incidents from creation to close through an automated Incident tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Priority Level Definitions and Priority Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

2.1. Receive service requests.

2.2. Create an Incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the Incident to resolution.

2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary Incident information.

2.4. Provide the required personnel access to relevant customer information as needed.

2.5. Servicer will perform the following on-site:

2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).

2.7. Replace defective Infrastructure or FRU, as supplied by customer.

2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.

2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.

2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the Incident will be closed and the Servicer will be released.

211. Escalate the Incident to the appropriate party upon expiration of a response time.

2.12. Close the Incident upon receiving notification from customer or servicer, indicating the Incident is resolved.

2.13. Notify customer of Incident status as defined by the Customer Support Plan:

2.13.1 Open and closed; or

2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.

2.14. Provide Incident activity reports to customer if requested.

3.0 Customer has the following responsibilities:

3.1. Contact Motorola, as necessary, to request service.

3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):

3.2.1. Incident notification preferences and procedure.

3.2.2. Repair verification preference and procedure.

3.2.3. Database and escalation procedure forms.

3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).

3.3. Provide the following information when initiating a service request:

3.3.1. Assigned system ID number.

3.3.2. Problem description and site location.

3.3.3. Other pertinent information requested by Motorola to open an Incident.

3.4. Allow Servicers access to equipment.

3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.

3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.

3.7. Maintain and store in an easily accessible location proper system backups.

3.8 For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.

3.9 Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.

3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

## 4.0 **Priority Level Definitions**

The following Priority level definitions will be used to determine the maximum response times:

| Incident Priority | Definition |
|---|---|
| Critical | **Core:**<br>Core server failures Core Link failure<br>**Sites/Subsites:**<br>Entire Simulcast Not Wide Trunking<br>>= 33% of Sites/subsites down<br>o |
| High | ¡ **Consoles:**<br>Console positions down (>= 33%) Console Site Link Down<br>¡ **Sites/Subsites:**<br>< 33% of Sites/subsites down<br>>= 33% of channels down<br>¡ **Conventional Channels:**<br>>= 50% of conventional channels (CCGW) down<br>¡ **Devices:**<br>Site Router/switch, GPS server down |
| Medium | **Consoles:**<br>Console positions down (< 33% at a site)<br>**Sites/Subsites:**<br>< 33% of channels down<br>**Conventional Channels:**<br>¡ Less than 50% of conventional channel down |
| Low | **Minor events and warnings in the system**<br>¡ Preventative & Planned Maintenance Activities (Scheduled Work) |

## 5.0 Onsite Support Priority Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

| Incident Priority Level | Standard Response Time |
|---|---|
| Critical | Within 4 hours from receipt of notification continuously |
| High | Within 4 hours from receipt of notification continuously |
| Medium | Within 8 hours from receipt of notification<br>Standard Business Day, Hours(8-5pm local time) |
| Low | Within 12 hours from receipt of notification<br>Standard Business Day, Hours(8-5pm local time) |

* Premier Response is an option that can be purchased, it provides a 2-hour response time for Critical /High Priority Incidents (as applicable)

# 1.7 APPENDIX F: ANNUAL PREVENTIVE MAINTENANCE STATEMENT OF WORK

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide annual operational tests on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, an additional quotation will be provided. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3rd party products per the level of service as defined in Table 1.

1.3 Limitations and Exclusions

Unless specifically called out in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

1.3.1. Emergency on-site visits required to resolve technical issues.

1.3.2. Third party support for equipment not sold by Motorola as part of the original system.

1.3.3. System installations, upgrades, and expansions.

1.3.4. Customer training.

1.3.5. Hardware repair and/or exchange.

1.3.6. Network security services.

1.3.7. Network transport.

1.3.8. Information Assurance.

1.3.9. Motorola services not included in this statement of work.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.3.11. Tower climbs, tower mapping analysis or tower structure analysis

1.4 Motorola has the following responsibilities:

1.4.1. Notify the customer of any planned system downtime needed to perform this Service.

1.4.2. Advise customer of issues that may require attention.

1.4.3. Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.

1.4.4. Determine, in its sole discretion, when an Incident requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

1.4.5. Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.

1.4.6. Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.

1.5 The Customer has the following responsibilities:

1.5.1. Provide preferred schedule for Annual Preventative Maintenance to Motorola.

1.5.2. Authorize and acknowledge any scheduled system downtime.

1.5.3. Maintain periodic backup of databases, software applications, and firmware.

1.5.4. Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.

1.5.5. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.5.6. Provide site escorts in a timely manner if required.

1.5.7. Provide Motorola with requirements necessary for access to secure facilities.

1.5.8. Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service

1.6 The Servicer has the following responsibilities:

1.6.1. Perform the Preventive Maintenance tasks as set forth in Table 1 at the level of service the customer has purchased.

1.6.2. Perform the Site Performance Verification Procedures in Table 2 for each site type on the system.

| PRIME SITE CHECKLIST - Not Applicable | |
|---|---|
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. |
| Equipment Alarms | Check LED and/or other status indicators for fault conditions. |
| Clean Fans and Equipment | Use antistatic vacuum to clean cooling pathways |
| COMPARATORS | |
| Equipment Alarms | Verify no warning/alarm indicators. |
| Capture Diags | Perform recommended diagnostic tests based on server type. Capture available diagnostic logs. |
| Clean Fans and Equipment | Use antistatic vacuum to clean cooling pathways |

| DISPATCH SITE CHECKLIST - LEVEL 1 | |
|---|---|
| **GENERAL** | |
| Inspect all Cables | Inspect all cables/connections to external interfaces are secure |
| Mouse and Keyboard | Verify operation of mouse and keyboard |
| Configuration File | Verify each operator position has access to required configuration files |
| Console Op Time | Verify console op time is consistent across all ops |
| Screensaver | Verify screensaver set as customer prefers |
| Screen Performance | Verify screen operational/performance |
| Touchscreen | Verify touchscreen operation (if applicable) |
| Cabling/Lights/Fans | Visual inspection of all equipment - cabling/ lights/ fans |
| Filters/Fans/Dust | Clean any filters/ fans/ dust- all equipment |
| Monitor and Hard Drive | Confirm monitor and hard drive do not "sleep" |
| DVD/CD | Verify / clean DVD or CD drive |
| Time Synchronization | Verify console time is synchronized with NTP server |
| Anti-Virus | Verify anti-virus is enabled and that definition files are up to date (within two weeks of current date) |
| **HEADSET UNPLUGGED TESTING** | |
| Speakers | Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up. |
| Channel Audio in Speaker | Verify selected channel audio in select speaker only. |
| Footswitch Pedals | Verify both footswitch pedals operational |
| Radio On-Air Light | Verify radio on air light comes on with TX (if applicable) |
| **HEADSET PLUGGED IN TESTING** | |

| DISPATCH SITE CHECKLIST - LEVEL 1 | |
|---|---|
| Radio TX and RX | Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs. |
| Speaker Mute | Verify select speaker muted. |
| Telephone Operation | Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs. |
| Audio Switches | Verify select audio switches to speaker when phone off-hook. (if interfaced to phones) |
| Radio Takeover in Headset | Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone). |
| **OTHER TESTS** | |
| Phone Status Light | Verify phone status light comes on when phone off-hook (if applicable) |
| Desk Microphone Operation | Confirm desk mic operation (if applicable) |
| Radio IRR Operation | Verify radio IRR operational (if applicable) on MOT dispatch |
| Telephone IRR Operation | Verify telephone [if on radio computer] IRR operational (if applicable) on MOT dispatch |
| Recording | Verify operator position being recorded on long term logging recorder (if applicable) if included in service agreement |
| **COMPUTER PERFORMANCE TESTING** | |
| Computer Reboot | Reboot op position computer |
| Computer Operational | Confirm client computer is fully operational (if applicable) |
| **AUDIO TESTING** | |
| Conventional Resources | Confirm all conventional resources are functional with adequate audio levels and quality |
| Secure Mode | Confirm any secure talkgroups are operational in secure mode |
| Trunked Resources | Confirm all trunked resources on screen are functioning by placing a call in both directions (at the customer's discretion) and at a single op position |
| Backup Resources | Confirm backup resources are operational |
| **EQUIPMENT ROOM TESTS** | |
| Recording - AIS Test | Verify audio logging of trunked calls |
| Recording | Test op position logging on analog recorder (with customer assistance) |
| System Alarms | Review alarm system on all equipment for errors |
| Capture Diags | Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs. |

| DISPATCH SITE CHECKLIST - LEVEL 1 | |
|---|---|
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. |
| **PLAYBACK STATION (Motorola Provided)** | |
| Capture Diags | Perform recommended diagnostic tests based on equipment. Capture available diagnostic logs. |
| Recall Audio | Verify that radio/telephone audio can be recalled |

| RF SITE CHECKLIST - Not Applicable | |
|---|---|
| **RF PM CHECKLIST** | |
| Equipment Alarms | Verify no warning/alarm indicators. |
| Clean Fans and Equipment | Use antistatic vacuum to clean cooling pathways |
| Site Frequency Standard Check | Check lights and indicators for A/B receivers. |
| Basic Voice Call Check | Voice test each voice path, radio to radio. |
| Control Channel Redundancy (trunking) | Roll control channel, test, and roll back. |
| Site Controller Redundancy (trunking) - ASR only | Roll site controllers with no dropped audio. |
| PM Optimization Workbook (See Table 2 for GTR tests) | Complete Base Station Verification tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx |

| MOSCAD CHECKLIST - LEVEL 1 | |
|---|---|
| **MOSCAD SERVER** | |
| Equipment Alarms | Verify no warning/alarm indicators. |
| Check Alarm/Event History | Review MOSCAD alarm and events to find if there are chronic issues. |
| Windows Event Logs | Review Windows event logs. Save and clear if full. |
| Password Verification | Site devices to verify passwords. Document changes if any found. |
| Verify System SW CD's | Perform audit of software media on site. Versions, KC numbers, types, etc. |
| **MOSCAD CLIENT** | |
| Equipment Alarms | Verify no warning/alarm indicators. |
| Check Alarm / Event History | Review MOSCAD alarm and events to find if there are chronic issues. |
| Windows Event Logs | Review Windows event logs. Save and clear if full. |
| Password Verification | Site devices to verify passwords. Document changes if any found. |

# 1.8 APPENDIX G: NETWORK UPDATES STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties".

1.0 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO25 system at an exceptional level of support.ASTRO25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO25 test lab to ensure that they are compatible and do not interfere with ASTRO25 network functionality. Network updates may also include feature enhancements. At Motorola's option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management ("NFM") products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.

1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

1.3.3. If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A "board-level refresh" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

- GTR 8000 Base Stations
- GCP 8000 Site Controllers
- GCM 8000 Comparators
- MCC 7500 Console Operator Positions
- STR 3000 Base Stations
- Quantar Base Stations
- ASTROTAC Comparators
- PSC 9600 Site Controllers
- PBX Switches for Telephone Interconnect
- NFM/NFM XC/MOSCAD RTU

1.3.4. The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.

1.3.5. Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.

1.3.6. Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.

1.3.7. The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.

1.3.8. This agreement applies only to system release version within the ASTRO25 7.X platform.

1.3.9. Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access.

1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

1.3.11. Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond (90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

### 1.4 Motorola has the following responsibilities:

1.4.1. Identify and Communicate with the customer the scope of network updates as they become available.

1.4.2. Work with the customer to schedule applicable network updates.

1.4.3. Assign the program management support required to perform network updates as necessary.

1.4.4. Assign field installation resources required to perform network updates as necessary.

1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.

1.4.6. Install network updates.

1.4.7. Deliver Impact and change management training as necessary.

1.4.8. Perform appropriate system backups.

1.4.9. Work with the customer to validate that all system maintenance is current.

1.4.10. Deliver post update implementation training to the customer as needed.

1.4.11. Validate all system update deliverables are complete.

1.4.12. Obtain completion sign off from the customer.

### 1.5 The Customer has the following responsibilities:

1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.

1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.

1.5.3. Asset in site walks of the system during the system audit when necessary.

1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.

1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.

1.5.6. Provide or Purchase labor to implement optional system features or system expansions.

1.5.7. Participate in impact/Change management Training as necessary.

1.5.8. Inform system users of system updates and scheduled system downtime if necessary.

1.5.9 Cooperate with Motorola to provide post update implementation training as needed.

1.5.10 Provide Motorola with a completion sign off.

## 1.7 Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

1.7.1. This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

1.7.2. This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.

1.7.3. Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

## 1.8 Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

## 1.9 High Speed Connectivity Specifications

1.9.1. The Minimum supported link between the core and he zone is a full T1.

1.9.2. Any link must realize or a sustain transfer rate of 17Kbps/1.4 Mbps or better bi directional.

1.9.3. Interzone Links must be fully operational when present

1.9.3. Link Reliability must satisfy these minim QoS levels:

- Port availability must meet or exceed 99.9% (three nines)
- Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
- Network jitter shall be no greater than 2 ms.

1.9.4. The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these case must be examined on a case by case basis.

System Pricing Configuration – This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

| CORE | |
|---|---|
| Master Site Configuration | 0 |
| Zones in Operation(DSR/Dark Master site) | 0 |
| Zone Features: I&D, TDMA,Telephone Interconnect,CNI,HPD,IA,POP25, Text Messaging, Outdoor Location, ISSI 8000, Infovista,KMF/OTAR. | 0 |
| **RF SYSTEM** | |
| Voice RF Sites/Simulcast Sites(Including Prime sites) | 0 |
| Repeater/Stations(FDMA) | 0 |
| Repeater/Stations(TDMA) | 0 |
| HPD RF Sites | 0 |
| HPD Stations | |
| **DISPATCH CONSOLE SYSTEM** | |
| Dispatch Sites | 1 |
| MCC7500 Operator Positions(VPM) | 14 |
| Conventional Channel Gateways(CCGW) | 4 |
| Conventional Site Controller(GCP 8000) | 0 |
| **LOGGING SYSTEM** | |
| Number of AIS Servers | 0 |
| Number of Voice Logging Recorder | 0 |
| Number of Logging Replay Clients | 0 |

| NETWORK MANAGEMENT/MOSCAD NFM | |
|---|---|
| Number of NM Clients | 0 |
| Number of Fault Management Clients/NFM Clients | 0 |
| Number of Fault Management RTUs | 1 |
| Number of NM Clients | 0 |

# 1.9 APPENDIX H: NETWORK HARDWARE REPAIR WITH ADVANCED REPLACEMENT OVERVIEW

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### 1.0 Description of Services

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

### 1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: https://businessonline.motorolasolutions.com

### 1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

### 1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.3.2. All third party infrastructure hardware over three (3) years from product cancellation date.

1.3.3 All broadband infrastructure three (3) years from product cancellation date

1.3.4 Physically damaged infrastructure.

1.3.5 Third party equipment not shipped by Motorola.

1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.3.7 Video retrieval from digital in-car video equipment.

1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave[1], Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS[1]

1.3.9 Test equipment.

1.3.10. Racks, furniture and cabinets.

1.3.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.

1.3.11. Firmware and/or software upgrades.

[1] Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

### 1.4 Motorola has the following responsibilities:

1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.

1.4.2. Use commercially reasonable efforts to maintain FRU inventory on supported platforms.

1.4.3. Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.

1.4.4. Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.

1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.

1.4.5.1. During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.

1.4.5.2. When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

1.4.5.3. When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

1.4.6. Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10. Perform the following service on Motorola infrastructure:

1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.

1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.

1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable

1.4.10.4. Perform a box unit test on all serviced infrastructure.

1.4.10.5. Perform a system test on select infrastructure.

1.4.11. Provide the following service on select third party infrastructure:

1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

**1.5 The Customer has the following responsibilities:**

1.5.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.

1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.

1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.5.5 Provide customer purchase order number to secure payment for any costs described herein.

1.5.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Shipping Charges.

1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.

1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.

1.5.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.

1.5.10. Clearly print the return authorization number on the outside of the packaging.

1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.

1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

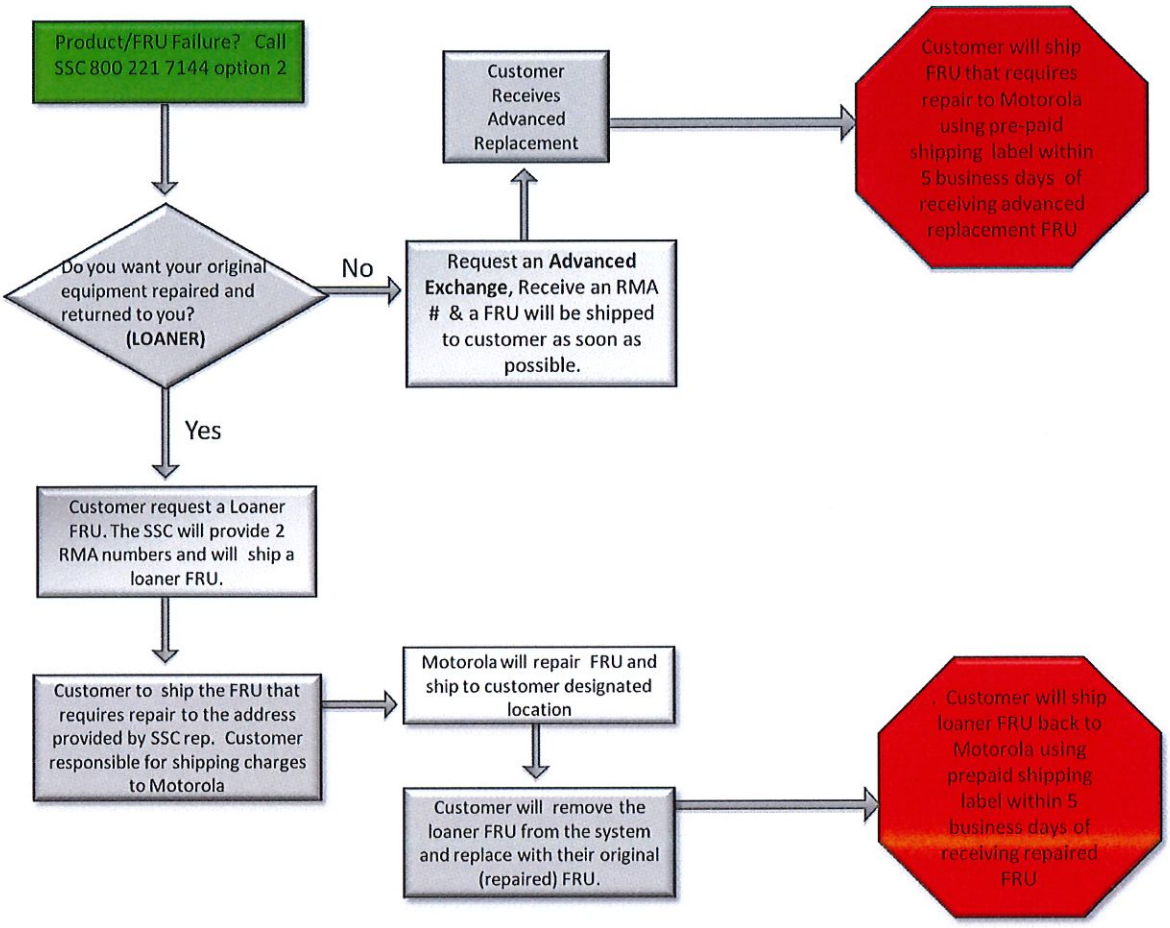


**Figure 1-1: Advanced Exchange or Loaner Decision Process**

| Service | Advanced Replacement Contract Shipping Charges |
|---|---|
| Exchanges (Outbound to customer) | Motorola |
| Exchanges or Loaners Next Flight Out (Outbound to customer) | Customer |
| Exchanges or Loaners Non-Motorola carrier * (Outbound to customer ) | Customer |
| Exchanges (Inbound to Motorola) | Motorola |
| Loaner (Outbound to customer) | Motorola |
| Loaner Repair (Inbound to Motorola) | Customer |
| Loaner Repair & Return (Outbound to customer) | Motorola |
| Loaner Installation (OnSite Servicer) | Customer |

**Figure 1-2: Shipping Charges**

*Motorola shipping carriers – FedEx and DHL

# 1.1 STATEMENT OF WORK

## 1.1.1 ASTRO 25 System Upgrade Agreement II (SUA II)

**1.0 Description of Service and Obligations**

**1.1** As major system releases become available, Motorola agrees to provide the system owner with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. Additionally, if purchased, the Security Update Service (SUS) coverage is defined in Appendix C.

**1.2** The parties agree that the system owner will have, at their option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 System Upgrade Agreement II, the ASTRO 25 system must be at system release 7.7 or later.

**1.3** Motorola agrees to provide minor software upgrades, known as "patch releases", which may include commercial Operating Software ("OS") and application software patches and service pack updates when and if available. Currently, the parties acknowledge that Motorola's service includes Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola agrees to provide only 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. Corresponding 3rd Party software and operating system patches will be released quarterly upon successful completion of the regular test cycle or at Motorola's discretion. Once a patch release has been validated as safe for deployment on the radio network, Motorola agrees to post it on a Motorola secure extranet site for the Customer to download and deploy.

1.3.1 The parties agree that minor software upgrades, and patch release coverage, which include commercial OS and application software patches and service pack updates, will terminate should the customers system release version become more than 5 system release versions form the current shipping release version.

**1.4** The parties agree that ASTRO 25 system release upgrades are considered "major" upgrades if they include commercial OS and application software updates as well as Motorola system release software. System releases shall be pre-tested and certified in Motorola's Systems Integration Test lab. ASTRO 25 system releases shall improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements as optional features. The SUA II does not include coverage for new optional feature software or hardware. Optional features may be offered for purchase.

**1.5** The parties agree to the Eligible System Release Upgrade Paths available to the system owner as per the system release upgrade chart referenced and incorporated in Appendix A.

**1.6** Motorola agrees that this Agreement entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.

**1.7** Motorola agrees that the following ASTRO 25 system release software for the following products are covered under this Agreement: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, NICE IP logging recorder, NICE replay stations (Scenario Replay and Inform Lite),, network management terminals, Network Fault Management (NFM) products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

**1.8** Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), and Customer Programming Software ("CPS") are also covered under this Agreement.

**1.9** The parties agree that the SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. The parties further agree that new subscriber radio options and features not previously purchased are excluded from SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

**1.10** Motorola agrees to provide hardware version updates and/or replacements necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature & functionality of the eligible system release. The parties agree that any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.

**1.11** Motorola agrees that the following hardware components are eligible for full product replacement when necessary per the eligible system release upgrade and if originally provided by Motorola:

1.11.1 Servers

1.11.2 PC Workstations

1.11.3 Routers

1.11.4 LAN Switches

**1.12** Motorola agrees that the following hardware components are eligible for board-level replacement when necessary per the eligible system release upgrade. The parties agree that "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed:

1.12.1 GTR 8000 Base Stations

1.12.2 GCP 8000 Site Controllers

1.12.3 GCM 8000 Comparators

1.12.4 MCC 7500 Console Operator Positions

1.12.5 STR 3000 Base Stations

1.12.6 Quantar Base Stations

1.12.7 Centracom Gold Elite Console Operator Interface Electronics

1.12.8 Centracom Gold Elite Central Electronics Banks

1.12.9 Ambassador Electronics Banks

1.12.10 Motorola Gold Elite Gateways

1.12.11 ASTROTAC Comparators

1.12.12 PSC 9600 Site Controllers

1.12.13 PBX Switches for Telephone Interconnect

1.12.14 NFM/NFM XC/MOSCAD RTU

**1.13** The ASTRO 25 SUA II does not cover all products. Refer to section 2.0 for exclusions and limitations.

**1.14** Motorola agrees to provide implementation services necessary to upgrade the system to an eligible system release with an equivalent level of functionality up to once in a two-year period. The parties agree that any implementation services that are not directly required to support the system upgrade are not included. The parties further agree that implementation services necessary for system expansions and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

**1.15** As major system releases become available, Motorola Agrees to provide the following software design and technical resources necessary to complete system release upgrades up to a maximum of one system release upgrade per two-year contract period:

1.15.1 Review infrastructure system audit data as needed.

1.15.2 Identify additional system equipment needed to implement a system release, if applicable.

1.15.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.

1.15.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

1.15.5 Program management support required to perform the system upgrade.

1.15.6 Field installation labor required to perform the system upgrade.

1.15.7 Upgrade operations engineering labor required to perform the system upgrade.

**1.16** The parties agree that the ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. The parties further agree that this configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

**1.17** The parties agree and acknowledge that the ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.

**1.18** Motorola agrees to issue the Software Maintenance Agreement ("SMA") bulletin on an annual basis and post it in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

**1.19** The parties agree that all services described in this SOW are available during the Standard Business Day unless otherwise agreed to by Motorola.

**1.20** Coverage Continuity.

1.20.1 The parties acknowledge and agree that the ASTRO 25 SUA II requires continuous coverage beginning within (90) days after the expiration of system warranty. Should the Customer delay purchase of an ASTRO 25 SUA II beyond (90) days from system warranty expiration or elect to discontinue the ASTRO 25 SUA II and later decide to reinstate coverage, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years in equivalent ASTRO 25 SUA II coverage.

**1.21** The Customer agrees that they shall:

1.21.1 Contact Motorola upon receiving the SMA bulletin to engage the appropriate Motorola resources for a system release upgrade.

1.21.2 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.

1.21.3 Provide or purchase labor to implement optional system release features or system expansions.

1.21.4 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics during the upgrade period.

1.21.5 Properly store and make available hardware and software required to perform software upgrade services needed for installation of the system release.

1.21.6 If the Servicer is required to travel beyond two (2) hours or one hundred twenty (120) miles by vehicle from the prime site to a remote site to deliver this service, the Customer is responsible for incremental travel and expenses incurred.

1.21.7 Inform system users of software upgrade plans and scheduled system downtime. Perform appropriate system backups and make them readily available during the installation of the system release.

1.21.8 Assist Motorola in the preparation of a Customer Support Plan before system acceptance and provide all information necessary to complete the Customer Support Plan.

1.21.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

## 2.0 Exclusions and Limitations

**2.1** The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

**2.2** The parties agree that the ASTRO 25 SUA II does not include hardware replacement for all products. Version updates may be available in some cases, but complete product replacement is not covered for all products.

**2.3** The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- NICE Full Inform

- MCC5500 Dispatch Consoles
- MIP5000 Dispatch Consoles
- Plant/E911 Systems
- MOTOBRIDGE Solutions
- ARC 4000 Systems
- Motorola Public Sector Applications Software ("PSA")
- Custom SW, CAD, Records Management Software
- Data Radio Devices
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- Genesis Products
- Point-to-point products such as Microwave terminals and association multiplex equipment

**2.4** The parties further agree that the ASTRO 25 SUA II does not cover any hardware or software supplied to the system owner by any Motorola business sector other than Motorola Solutions and/or purchased directly from a third party, unless specifically included in this SOW.

**2.5** The parties agree that the ASTRO 25 system release upgrades include limited security updates issued by Microsoft, Solaris and Red Hat certified with each individual system release.

**2.6** The parties agree that the ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton). Anti-virus and/or security application support may be covered under a separate agreement.

**2.7** The parties agree that upgrades for equipment add-ons or expansions during the term of the contract are not included in the coverage of this SOW unless otherwise agreed to by Motorola.

## 3.0 Special Provisions

**3.1** Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

**3.2** Customer acknowledges that they may use the software (including any System Releases) only in accordance with the applicable Software License Agreement. The SUA II Statement of Work is not intended to modify or terminate an existing Software License Agreement. The SUA II or services rendered by Motorola does not alter Motorola's software intellectual property rights.

**3.3** Customer acknowledges that SUA II services do not include repair or replacement of hardware or software necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard or improper use or conditions or from unauthorized installation of software.

**3.4** The parties agree that ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the SUA II program; in either case, Motorola will refund to Customer any prepaid fees for System Upgrade Agreement services applicable to the terminated period.

**3.5** Motorola may suspend or terminate the ASTRO 25 SUA II if the following conditions apply:

- Customer fails to pay Motorola any fees for the ASTRO 25 SUA II when due
- Customer breaches the Software License Agreement or other applicable agreement
- Customer's rights to use the software under the Software License Agreement expire or are terminated
- Customer replaces its Motorola System with a system from another manufacturer

## 4.0 WARRANTIES AND DISCLAIMER

Motorola warrants that its services will be free of defects in materials and workmanship for a period of ninety (90) days following completion of the service ("Warranty Period"). Your sole remedies are to require Motorola to re-perform the affected service or at Motorola's option to refund, on a pro-rata basis, the service fees paid for the affected service. 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 this information is provided) are collectively referred to as "Documentation." During the applicable Warranty Period, Motorola warrants that the tested anti-virus definitions, intrusion detection sensor signatures, and operating system security updates/patches do not degrade or compromise System functionality, and that after incorporation of the recommended remediation action the System Software, when used properly and in accordance with the Documentation, 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 solely with reference to the Documentation. Motorola does not warrant that Customer's use of the software or products will be uninterrupted or error-free or that the software or the products will meet Customer's particular requirements.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO PRETESTED ANTI-VIRUS DEFINITIONS, DATABASE SECURITY UPDATES, OPERATING SYSTEM SOFTWARE PATCHES, AND INTRUSION DETECTION SENSOR SIGNATURE FILES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. FURTHER, MOTOROLA DISCLAIMS

ANY WARRANTY CONCERNING THE NON-MOTOROLA SOFTWARE AND DOES NOT GUARANTEE THAT CUSTOMER'S SYSTEM WILL BE ERROR-FREE OR IMMUNE TO VIRUSES OR WORMS AS A RESULT OF THESE SERVICES.

## Appendix B

## System Pricing Configuration

This configuration is to be reviewed annually on the contract renewal date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment. *(Quantities to be defined and included based upon purchased configuration and are to be updated prior to contract signature.)*

| Core | |
|---|---|
| Master Site Configuration *(OH MARCS ADD ON)* | 0 |
| Zones in Operation (Including DSR and Dark Master Sites) | 0 |
| Zone Features: IV&D, OTAR, TDMA, Telephone Interconnect, CNI, HPD, ISSI CSMS, IA, POP25, Text | 0 |
| **RF System** | |
| Voice RF Sites & RF Simulcast Sites | 0 |
| Repeaters/Stations (FDMA) | 0 |
| Repeaters/Stations (TDMA) | 0 |
| HPD RF Sites | 0 |
| HPD Stations | 0 |
| **Dispatch Console System** | |
| Dispatch Sites | 1 |
| Gold Elite Operator Positions | 0 |
| MCC 7500 Operator Positions (GPIOM) | 0 |
| MCC 7500 Operator Positions (VPM) | 14 |
| Conventional Channel Gateways (CCGW) | 4 |
| Conventional Site Controllers (GCP 8000 Controller) | 0 |
| **Logging System** | |
| Number of AIS Servers | 0 |
| Number of Voice Logging Recorder | 0 |
| Number of Logging Replay Clients | 0 |
| **Network Management and MOSCAD NFM** | |
| Network Management Clients | 0 |
| MOSCAD NFM Systems | 0 |
| MOSCAD NFM RTUs | 1 |
| MOSCAD NFM Clients | 0 |

| Core | |
|---|---|
| **Fire Station Alerting (FSA)** | |
| FSA Systems | 0 |
| FSA RTUs | 0 |
| FSA Clients | 0 |
| **Subscribers** | |
| Voice Subscribers non-APX | 0 |
| Voice Subscribers APX | 0 |
| HPD Subscribers | 0 |
| **Computing and Networking Hardware (for SUA/SUA II, actual replacement qty may be less than shown)** | |
| Workstations - High Performance | 0 |
| Workstations - Mid Performance | 0 |
| Servers - High Performance | 0 |
| Servers - Mid Performance | 0 |
| LAN Switch - High Performance | 0 |
| LAN Switch - Mid Performance | 0 |
| Routers | 0 |

## Exhibit C Pricing

| 5/23/2019<br>< Maintenance & SUAII> | | | | |
|---|---|---|---|---|
| | | **List Price** | **Discount** | **Total** |
| Year 1 | 2019 | $117,560 | -$31,173 | $86,386 |
| Year 2 | 2020 | $120,127 | -$32,003 | $88,125 |
| Year 3 | 2021 | $122,772 | -$32,857 | $89,915 |
| Year 4 | 2022 | $125,496 | -$33,736 | $91,760 |
| Year 5 | 2023 | $128,302 | -$34,642 | $93,660 |
| **Total** | | **$614,257** | | **$449,846** |

** Summary of Services Included

**ASTRO ADV+ SERVICE PACKAGE**

TECHSUPPORT
DISPATCH
NETWORK MONITORING
SECURITY UPDATE SERVICE
REMOTE SECURITY UPDATE SERVICE
INFRASTRUCTURE REPAIR/ADV REPLACEMENT
PREMIER-ONSITE RESPONSE
NETWORK PREVENTATIVE MAINTENANCE
SYS UPGRADE AGRMT:TO INCLUDE
HARDWARE, SOFTWARE, IMPLEMENTATION