



MOTOROLA SOLUTIONS

Proposal

Rialto Police Department

Dispatch Site Equipment

CommandCentral AXS Console and Desktop Radios

March 4, 2025

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Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

March 4, 2025

Sergeant Jonathan Palmer
Rialto Police Department
128 N Willow Ave
Rialto, CA 92376

Subject: Dispatch Site Equipment

Dear Sgt. Palmer,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Rialto Police Department with quality communications equipment and services. The Motorola team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the new Rialto PD Dispatch center located in a new Rialto PD facility and provides:

- Fourteen (14) CommandCentral AXS dispatch consoles including accessories
- Fourteen (14) APX 6500 Mobile Radios
- Site networking equipment
- AXS Training Course

This proposal is subject to the terms and conditions of the attached Motorola Solutions Customer Agreement, including the addenda (the "MCA"). This proposal shall remain valid through May 2, 2025. Rialto Police Department may accept the proposal by issuing a Purchase Order specifically referencing the "MCA and Motorola's proposal dated March 4, 2025". If you have any questions please contact William Golden, Motorola Solutions Senior Account Manager, by phone at 909-809-6778 or via email William.Golden@motorolasolutions.com.

We thank you for the opportunity to furnish Rialto Police Department with "best in class" solutions and we hope to strengthen our relationship by providing the proposed equipment. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,



Jerry Burch
MSSSI Vice President
Motorola Solutions, Inc.

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Section 1

System Description

1.1 System Overview

Motorola Solutions (“Motorola”) is pleased to offer Rialto Police Department (“Rialto PD”) with a proposal to provide new dispatch site equipment for the new Rialto PD Dispatch Center. The new dispatch site equipment consists of the new CommandCentral AXS Dispatch Consoles and site networking equipment. No implementation services have been included in this proposal as San Bernardino ITD will be providing installation and configuration services.

1.2 Proposed System Detail

The AXS Dispatch Console will provide the Rialto PD with scalable, flexible system architecture, sophisticated network management and security, and an easy migration to future capabilities. More specifically, the proposed equipment includes the following:

- Fourteen (14) AXS Operator Positions at the Rialto PD dispatch center
- Fourteen (14) APX 6500 Mobiles with a desk tray accessory
- Site networking and routing equipment
- Core Licensing

Below is a high level system block diagram of the proposed equipment after implementation by San Bernardino ITD:

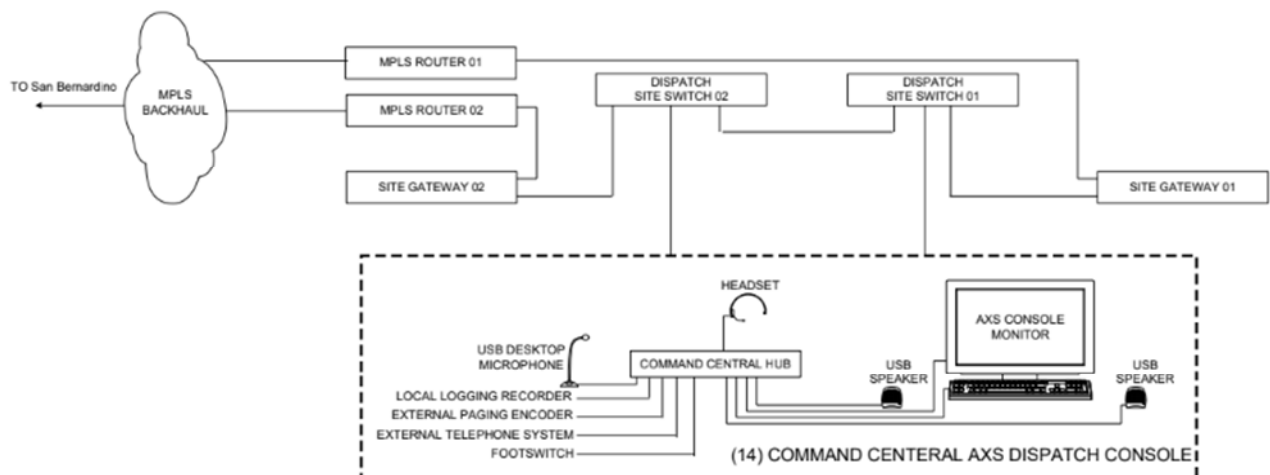


Figure 1-1: Rialto PD High Level System Block Diagram

1.3 AXS Dispatch Console Overview

Motorola's CommandCentral AXS Dispatch Console will reduce the barriers between systems in the Rialto PD Dispatch Center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable browser-based GUI. Dispatchers will have an expansive feature set and a mission-critical IP network for transporting information and calls throughout the system.

CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways. Additional fees may apply depending upon feature and hardware additions:

- **Next Generation Dispatch Experience** – The solution responds to touch, type, or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive configuration options, flexible deployment configurations, and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- **Purpose-Built Dispatch Console Accessories** – Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

This solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

1.3.1 Integration with the ASTRO® 25 Network

The proposed dispatch console can be seamlessly integrated into San Bernardino County's ASTRO® 25 system for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to Rialto Police Department. The physical space to accommodate the proposed console is comparable to that required for a personal computer.

The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.4 Embracing Interoperability and Integration

When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The

dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

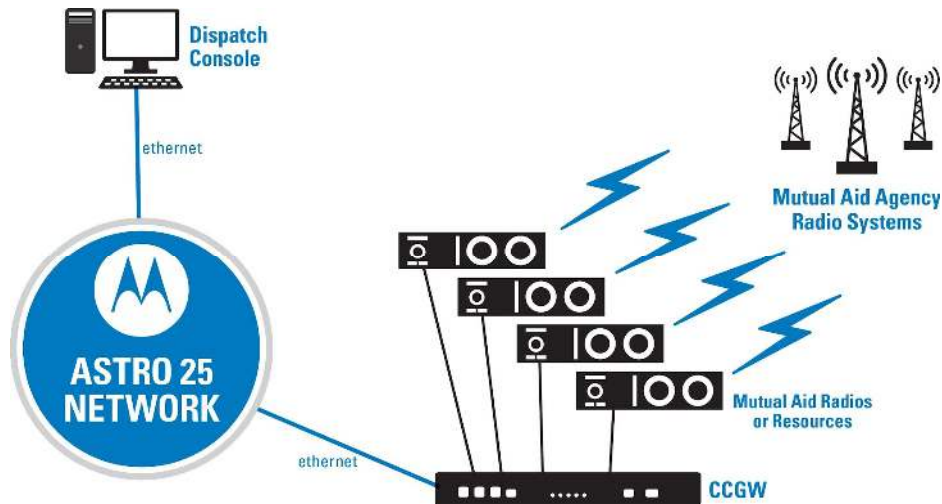


Figure 1-2: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.4.1 Integration with the ASTRO 25 Network

The proposed dispatch console can be seamlessly integrated into San Bernardino County's ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to Rialto PD.

The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.4.2 Connection to ASTRO 25 System

The ASTRO 25 system's architecture is flexible and can be configured to meet Rialto PD's needs.

Dual Site Link

The proposed console site equipment for Rialto PD will be remote from the core sites and can support redundant site links to provide path diversity. The console site has two logical connections to the core sites, with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and San Bernardino County's ASTRO 25 core sites:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.
- Aux I/O traffic for the Aux I/Os being controlled by the dispatch positions.

The site gateways fragment and prioritize large IP packets according to industry standards and convert Ethernet data to the desired transport medium.

LAN Switches

LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Service technicians can access the system's configuration manager and service the equipment through the switch.

Advanced Conventional

This option provides the dispatcher with the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels.

1.5 AXS Consoles

Motorola's proposed consoles are optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

CommandCentral AXS features a highly configurable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities. The browser-based GUI's versatile folders, tabs, and scalable resources allow users to organize and configure their dispatch experience and make engagement more familiar and intuitive from shift to shift. Folders and tabs can be relocated, exposed, or overlapped as needed, giving dispatchers more control of what information they see and how they interact with those resources. CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

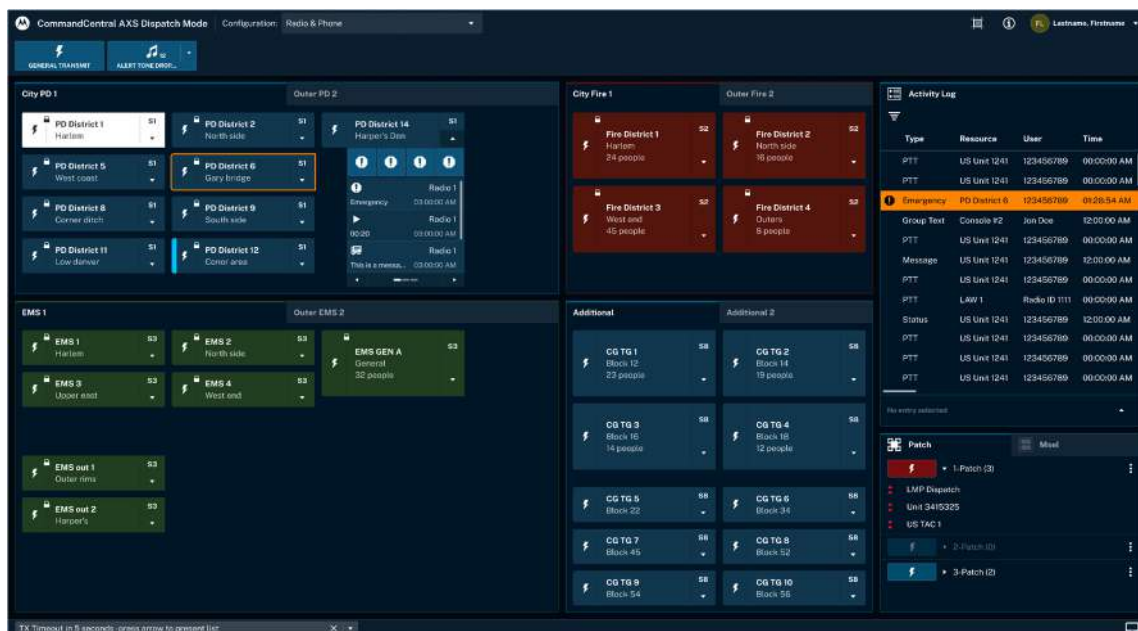


Figure 1-3: Next Generation Dispatch Experience

CommandCentral AXS features flexible window positioning and capabilities for quick and efficient access to services such as:

- **Activity Log** – Provides an efficient point of reference for all incoming calls into a dispatch console, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Paging** – Allows users to send user configured pages on radio resources. This flexible paging feature is integrated with CommandCentral AXS for both conventional and trunked radio resources, while an external paging encoder port on the CommandCentral Hub enables third-party paging encoders to send pages on the selected radio resources.
- **Patch Capabilities** – Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources and conventional resources.
- **Alert Tones** – Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch console software, but any combination of these default files may be replaced with user configured .wav files to meet specific needs.
- **Channel Marker** – Enables dispatchers to send a periodically repeating piece of audio on radio resources to meet the specific needs.

1.5.1 Headset Sharing

CommandCentral AXS supports Headset Sharing, which enables a dispatcher to use a common headset for both radio and 911 communications and to quickly access basic 911 call taking functionality from CommandCentral AXS. This improves the dispatcher's efficiency and accuracy when they have to concentrate on the radio dispatch GUI while handling 911 calls.

1.5.2 Auxiliary Inputs/Outputs

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

1.5.3 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

A safety switch is available, which prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled, all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

1.5.4 Emergency Radio Transmission and Reception

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between Rialto PD's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.6 Protecting Consoles and Communications

The console enables end-to-end encryption from the dispatcher to the ASTRO 25 network, so that Rialto PD's communications will not be undermined by unencrypted transmissions. Each dispatcher is able to fully participate in secure communications while being confident that sensitive, vital information is not heard by unauthorized individuals.

1.6.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.6.2 Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

The AXS Console supports multiple encryption algorithms (AES, DES-OFB, and/or ADP) and multiple secure keys.

The dispatchers may talk and listen on radio resources which have different encryption algorithms without any manual intervention or delay.

The key material for performing audio encryption and decryption is stored locally on the console. This key material is also associated with a Common Key Reference (CKR), so that the appropriate key can be selected for a given talkgroup or a special call type.

1.6.3 Key Management via Key Variable Loader (KVL)

Key management via a key variable loader (KVL) feature provides the ability to manage all the keys for an AXS Console or archiving interface server using only a KVL.

1.6.4 Key Management via Over-the-Ethernet Keying (OTEK)

Key management through OTEK provides the ability to manage the keys for a dispatch console or AIS using only a Key Management Facility (KMF). In OTEK, the management and distribution aspects of key management are all performed by the KMF. Distribution of the key management information is done across the radio system's IP network from the KMF to the dispatch console and AIS.

1.7 Dispatch Console Solution Components

The proposed components are connected together and to the rest of the ASTRO 25 system on an IP network through console site routers and switches. The console functions as an integrated component of the total radio system and fully participates in system-level features, such as end-to-end encryption and Agency Partitioning.

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics. The physical space to accommodate the proposed console is comparable to that required for a personal computer.

Since the network is IP-based, the system interfaces and components can be distributed physically throughout the network. Some of the available console components are identified below.

1.7.1 AXS Console Operator Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled “AXS Dispatch Position.” The following list describes the components included in the proposed configuration.

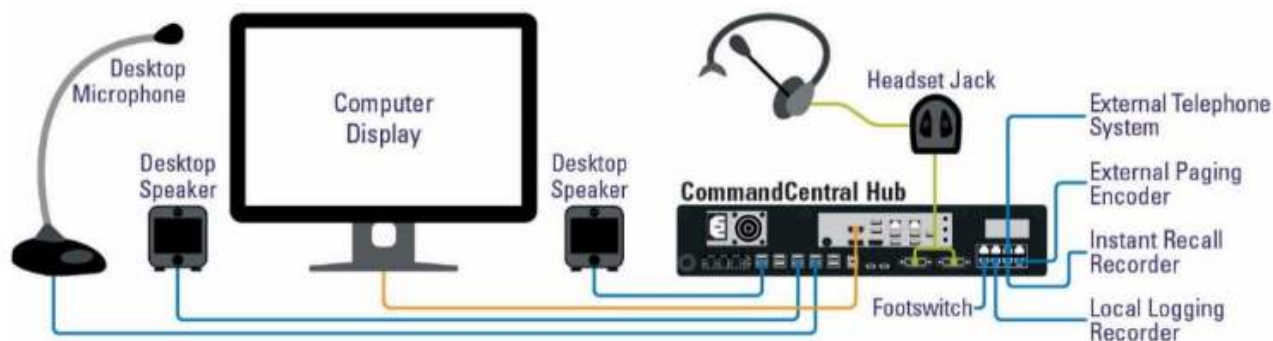


Figure 1-4: AXS Dispatch Position supports multiple accessories.

Command Central HUB (CCHUB)

The CommandCentral Hub allows you to easily connect all your audio and computer peripherals, better manage the flow of critical voice streams and information and be the pipeline of intelligence to those who need it most with the AXS Voice Dispatch Console. With the CommandCentral Hub, deployment is simple and easy across dispatch centers where space is at a premium.

Computer Display

The dispatch position will use a 22" Non-touch Computer Display.

Enhanced Integrated Instant Recall Recorder (IRR)

The Enhanced IRR is seamlessly integrated with the dispatch position's software, allowing audio and call data from any radio or telephony resource to be recorded and easily played back. Call data includes PTT IDs, name of resource, start time and date, and stop time and date. Two analog inputs are available for use with recording audio from external devices.

Desktop Speakers

Two (2) audio speakers have been included with each dispatch position and can be configured to transmit audio from a specific talkgroup or set of talkgroups. Each speaker is a self-contained unit, with individual volume controls, and can be placed on a desktop or mounted on a rack or computer display.

Headset Jack

The dispatch position supports up to two headset jacks, both push-to-talk (PTT) and non-PTT-enabled, for simultaneous use by the dispatcher and a supervisor. The headset jack contains two volume controls for the separate adjustment of received radio and telephone audio.

Headset

The proposed headset consists of two elements. The headset base includes an audio amplifier, a Push-to-Talk switch, and a long cord that connects to the dispatch position. The headset top consists of the earpiece and microphone as well as a short cable that connects to the headset base.

Microphone

The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

Each dispatch position includes a pedal footswitch that controls general transmit and monitor functions.

Redundant Ethernet Connection

The optional redundant Ethernet connections increase AXS console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.

1.7.2 Enhanced Instant Recall Recorder (IRR)

The optional AXS Enhanced Instant Recall Recorder allows the dispatch operator to replay various types of audio. Functionality provided includes filtering, sorting, speed control, AGC, noise reduction, waveform display and a highly configurable screen display.

The Enhanced IRR also provides four additional recording sources: speaker, telephony, and recording from up to two analog ports on the PC.

1.7.2.1 IRR Features

The below list is a summary of some of the features available with the Enhanced Instant Recall Recorder application:

- Configurable Options, including recording sources, playback location, storage location, export and save outside of IRR, and purge audio on shutdown
- Audio Source Folder Tabs
- Save Calls as Wav File
- Stay Top Option
- Compact Mode
- Expand and Collapse Sections of IRR
- Manage Detail Columns in IRR Call List
- Filter Calls in IRR
- Sort Calls in IRR
- Rewind and Fast Forward Calls in IRR
- Change Playback Speed
- Adjust or Mute Playback Volume
- Improve Playback Audio Quality
- Automatic Gain Control

- Sound visualization (Waveform)

1.8 APX 6500 Enhanced Mobile Radio

Motorola Solutions' APX 6500 Enhanced mobile radio offers a flexible, mission-critical platform that brings reliable communications anywhere operations require. With a lighter and more compact form factor that works within a variety of vehicle ecosystems, the APX 6500 Enhanced supports multiple configuration options and advanced safety applications directly from the field, such as Impact Detection, SmartConnect, and GPS location tracking. These features allow field personnel to stay in command of an incident and respond safely and efficiently with updated intelligence.



Figure 1-5: APX 6500 Enhanced

The APX 6500 Enhanced mobile is built to evolve alongside personnel as new features and functionalities become available and operational needs change.

The APX 6500 Enhanced mobile radio offers the following key benefits:

- **SmartConnect Integration** – Offers automatic switchover to Wi-Fi (with configuration to Wi-Fi hotspot and an LTE router in the vehicle) when out of range of LMR coverage. This SmartConnect integration extends communications over carrier networks when in areas such as remote areas and municipalities.
- **CommandCentral Integration** – Integrates CommandCentral Aware suite capabilities, such as Impact Detection, to trigger an alert in the event of a vehicle crash and allow dispatch personnel to respond immediately as new developments occur.
- **P25 and Legacy Interoperability** – Unifies coordination and communication across different systems with P25 and legacy interoperability, supporting 700/800 MHz, 800/900MHz, VHF, UHF R1 frequency bands, and compatible with P25 Phase 1 and Phase 2 infrastructure.
- **Multiple Control Head Options** – Supports flexible configuration based on specific needs, with multiple control head options and different wired locations. The APX 6500 Enhanced mobile is compatible with the O2, O3, O5, and O7 control heads, as well as the E5 control head.

The APX 6500 Enhanced mobile is also compatible with the following advanced features and data applications: AES/DES Encryption, Programming over Project 25 (POP25), Text

Messaging Over-the-Air Rekeying (OTAR), 12 character RF ID asset tracking, Dual Radio capabilities, Tactical OTAR, and motorcycle mounting capabilities.

The proposed APX 6500 mobiles are configured for desktop operation with individual antennas provided. No combining or external antenna system is included with this equipment.

Statement of Work

Motorola is proposing to Rialto PD to provide the following equipment.

Site Name	Major Equipment
Rialto Dispatch Site	<ul style="list-style-type: none">• Fourteen (14) Command Central AXS dispatch consoles• Fourteen (14) APX 6500 Mobiles• System Licensing• Three (3) Juniper EX4100 24 port switches• One (1) Site Router and Firewall

The document delineates the general responsibilities between Motorola and Rialto PD as agreed to by contract.

1.9 Motorola Responsibilities

Motorola is only providing equipment in this proposal with limited Project Management and Engineering support to confirm the proposed equipment list and order the agreed upon equipment. Motorola's general responsibilities include the following:

- Conduct an Engineering Review of the proposed equipment
- Order the finalized equipment list.
- Ship the proposed equipment to a San Bernardino County or Rialto PD provided office, warehouse, or storage facility.
- Receive and inventory equipment in conjunction with San Bernardino County ITD and Rialto PD.
- Provide TnCT support during the One Year Warranty period to add the console site to the system.
- Provide Rialto PD with the required SLA specifications to support the dispatch site.
- Coordinate the activities of all Motorola subcontractors under this contract.
- Conduct the CommandCentral AXS "Train-the-Trainer" course at the Rialto PD provided facility after San Bernardino County ITD has implemented the proposed console equipment.

1.10 Rialto PD Responsibilities

Rialto PD will assume sole responsibility for the installation and implementation of the proposed equipment. General responsibilities for Rialto PD include the following:

- Install, configure, and test the proposed Motorola equipment.
- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.

- Install any required LAN cabling, antenna lines, or other equipment necessary to implement the Motorola proposed equipment.
- Test the County or Rialto PD provided links to the San Bernardino County Core to ensure they meet the required SLA specifications.
- Obtain all licensing, site access, or permitting required for equipment implementation.
- Obtain frequencies as required.
- Provide required system interconnections.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment.
- Coordinate the activities of all Rialto PD vendors or other contractors.
- Develop any required templates for the AXS consoles.
- Conduct any required subscriber programming, fleetmap development, and system configuration necessary to implement the proposed APX mobiles.
- Install, configure, and test all Motorola provided equipment.

1.11 Assumptions

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

- Rialto PD is solely responsible for the transportation of the proposed equipment to the final installation location as well as installation, configuration, and testing of the proposed equipment.
- Motorola will only provide the equipment specified in Section 5 Equipment. Any additional equipment or components necessary to implement the equipment will be the responsibility of Rialto PD to provide. This includes, but is not limited to, RF Distributions systems, LAN cabling, backup power and UPS, Wide Area Network (WAN) routers, site links, or dispatch furniture.
- Rialto PD will provide the Ethernet site links from the Rialto PD dispatch center to the San Bernardino Core.
- Rialto PD is solely responsible for any subscriber programming or system configuration necessary to implement the proposed equipment as well as programming of any Rialto PD subscribers.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- Motorola is not responsible for hardware or software upgrades or modifications of any existing Rialto PD or County communications equipment or systems, or any facility improvements such as heating, cooling, power upgrades, or R56 improvements. Any site/location upgrades or modifications are the responsibility of Rialto PD.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- An external antenna system or combining system, if required, will be provided by Rialto PD
- Any site/location upgrades or modifications are the responsibility of Rialto PD.
- Approved FCC licensing provided by the County.

- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the County.
- Any required system interconnections not specifically outlined here will be provided by Rialto PD. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the San Bernardino County system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Motorola will provide Rialto PD and the County with TnCT support services to add the new dispatch site within the warranty period as the County implements the Rialto PD dispatch site. TnCT support services beyond the warranty period will require a Change Order from Rialto PD.
- Any additional Motorola Project Management, Field Engineer, System Technologist, Field Service Organization (FSO), or other Motorola services requested by Rialto PD will require a defined scope of work from Rialto PD and a mutually agreed upon Change Order to be executed prior to the commencement of any additional services.

Section 2

Training

2.1 Training Overview

Partnering with Motorola Solutions will enable Rialto PD to build personnel competency and maximize return on investment.

Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to Rialto PD is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide Rialto PD's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with Rialto PD to tailor a final training plan to enable Rialto PD's organization to operate, configure, and manage the proposed solution effectively and efficiently.



2.2 Motorola Solutions Training

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.

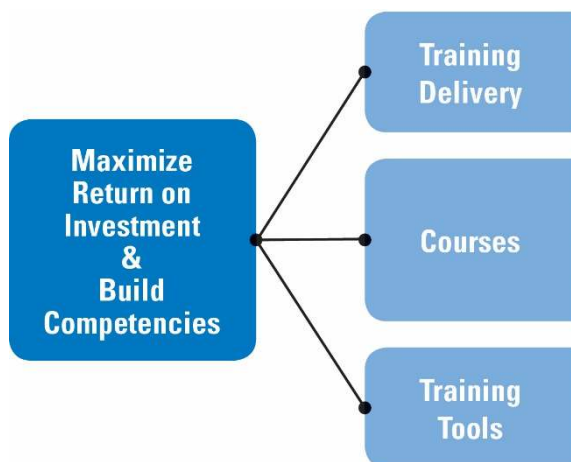


Figure 2-1: Build the competencies of Rialto PD personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.

2.2.1 Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer three interactive methods of training: Online Self-Paced, Virtual Instructor-Led, and Instructor-Led.



Figure 2-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Delivery Options

Field (proposed)

Field class delivery is "tailored" to the customer's specific system. We are providing classes which are not offered as standard "Open Resident" classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer's system. Students benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training.

Motorola Facility Closed Sessions-Customer Specific

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system diagrams prior to the class taking place. The students will receive their ASTRO 25 IV&D manuals on CD-ROM and hard copy participant guides. Class manuals, participant guides, and required pre-work are included in the pricing of the class per student. The students are allowed to take systems out of service, which provides optimal "hands-on" training.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

Consultative Services

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog: <https://learning.motorolasolutions.com/catalog/56280enus>

2.3 Proposed Training Overview for Rialto PD

In order to achieve the training goals identified by Rialto PD, we propose the following courses.

2.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
CommandCentral AXS Dispatch Console ADMIN with CommandCentral AXS Dispatch Console Operator Train-the-Trainer 32 training consoles Ratio: 2 per training console (Instructor-led)	Console Supervisors	1 (8-hour Sessions)	1 days	Rialto, CA	Prior to training Operators	12

2.3.2 Course Descriptions for Rialto PD

Course descriptions for Rialto PD are included on the following pages.

2.3.2.1 CommandCentral AXS Dispatch Console Administrator

Course Synopsis and Objectives:	<p>This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in administration. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console administration.</p> <p>By the end of this course, the student will be able to:</p> <ul style="list-style-type: none"> ▪ Operate, administer and configure a CommandCentral AXS Dispatch position for daily use within an organization ▪ Identify the hardware components that make up the dispatcher position ▪ Describe the Purpose of the CommandCentral AXS Dispatch application ▪ Identify elements that make up the menu and toolbar structure within the Dispatch software ▪ Perform dispatcher operations: <ul style="list-style-type: none"> ○ Communicating with radios: transmitting and receiving calls within group and individual communications categories ○ Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls ○ Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume ○ Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit
Delivery Method:	ILT – Instructor-led training
Duration:	<p>4 hours – CommandCentral AXS Dispatch Console Operator plus</p> <p>4 hours – CommandCentral AXS Dispatch Console Administrator</p>
Participants:	Dispatch Console Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<p>Course Modules:</p> <ul style="list-style-type: none"> ▪ Course Introduction ▪ CommandCentral AXS Console Overview ▪ CommandCentral AXS Software Administrator Reference User Guide ▪ Course Summary ▪ Final Assessment

2.3.2.2 CommandCentral AXS Dispatch Console Operator

Course Synopsis and Objectives:	<p>This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p>By the end of this course, the student will be able to:</p> <ul style="list-style-type: none"> ▪ Operate and configure a CommandCentral AXS Dispatch position for daily operational use within an organization ▪ Identify the hardware components that make up the dispatcher position ▪ Describe the Purpose of the CommandCentral AXS Dispatch application ▪ Identify elements that make up the menu and toolbar structure within the Dispatch software ▪ Perform dispatcher operations: <ul style="list-style-type: none"> ○ Communicating with radios: transmitting and receiving calls within group and individual communications categories ○ Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls ○ Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume ○ Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit
Delivery Method:	ILT – Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<p>Course Modules:</p> <ul style="list-style-type: none"> ▪ Course Introduction ▪ CommandCentral AXS Console Overview ▪ CommandCentral AXS Software Operator Reference User Guide ▪ Course Summary ▪ Final Assessment

Section 3

Acceptance Test Plan

No Acceptance Test Plan (ATP) or Field ATP for the proposed equipment has been included in this proposal.

Section 4

Delivery Timelines

Motorola estimates delivery of the proposed equipment to be approximately 6-7 months from the date of Contract Execution. The delivery schedule assumes Rialto PD's tasks will be completed in a timely manner and appropriate resources from Rialto PD's will be available when necessary to complete various tasks identified in the Statement of Work. The proposed training will take place after the consoles and site equipment have been installed and configured by San Bernardino ITD.

Section 5

Equipment List

This section lists the proposed equipment necessary for Rialto PD to implement a new dispatch site. The final equipment list will be reviewed during the Equipment Review.

Rialto PD Console Equipment List		
QTY	Part Number	Description
14	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
14	HKVN4730A	LICENSE,AXS TRUNKING SERVICES LICENSE
14	HKVN4731A	LICENSE,AXS ADVANCED CONVENTIONAL SERVICES LICENSE
14	HKVN4732A	LICENSE,AXS SECURE VOICE SERVICES LICENSE
14	HKVN4733A	LICENSE,AXS INTEGRATED IRR
14	HKVN4736A	LICENSE,AXS AMBE+2 VOCODER ROYALTY AND LICENSE
14	HKVN4739A	LICENSE,AXS SECURE OTEK SERVICES LICENSE
14	HKVN4737A	LICENSE,AXS STANDARD LEVEL RADIO RESOURCE CAPACITY LICENSE
1	B1957A	AXS SOFTWARE DVD
14	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
14	CA03547AA	ADD: BRACKET, MOUNTING 2RU
14	CA03572AA	ADD: CABLE RETENTION BRACKET
14	CA04077AA	INC: COMMAND CENTRAL HUB W/O ENCRYPTION BRACKET
14	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
14	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
14	B1951B	MICROPHONE, DESKTOP, USB
14	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
28	B1952B	SPEAKER, DESKTOP, USB
28	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
28	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
28	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
28	B1913A	MCC SERIES HEADSET JACK
14	L3226A	CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
14	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
14	RLN6098A	HDST MODULE BASE W/PTT, 15 FT CBL
14	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
14	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
14	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH

Rialto PD Site Networking Equipment List		
QTY	Part Number	Description
4	CLN9066A	SWITCH, SWITCH, EX4100 24-PORT SWITCH NON TAA
2	CLN9105A	FRU: JUNIPER 1M DAC CABLE
4	T8492A	SITE ROUTER & FIREWALL- AC
4	CA03445AA	ADD: MISSION CRITICAL HARDENING
4	CA03448AA	ADD: STATEFUL FIREWALL
1	TRN7343A	RACK 7.5'
1	DS11011188	PDU, 120/240 SPLIT PH OR N+1 REDUNDANT, 60A MAX PER PHASE, SIX DEDICAT
6	DS3750296	BREAKER, 10 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
6	DS3750295	BREAKER, 5 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
4	DSACPDU6N120SN2TT	AC PDU, RACKMOUNT, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD

SBC County Core Licensing		
QTY	Part Number	Description
1	SQM01SUM0323A	ASTRO MASTER SITE
1	T8596A	MASTER SITE SW LICENSING
4	UA00156AA	ADD: 5 CONSOLE OPS: AXS, MCC7500/E AND AIS
3	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
1	T8595A	MASTER SITE SOFTWARE
1	CA03517AF	ASTRO CORE EXPANSION, AN2024.X

Rialto PD APX 6500 Mobile Radios		
QTY	Part Number	Description
14	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ MOBILE
14	W665BF	ADD: BASE STATION OP APX
14	G996AS	ENH: OVER THE AIR PROVISIONING
14	G91AF	ADD: CNTRL STATION PWR SUPPLY
14	GA00235AA	ADD: NO GPS ANTENNA NEEDED APX
14	G66BJ	ADD: DASH MOUNT E5 APXM
14	G51AU	ENH: SMARTZONE OPERATION APX6500
14	G142AD	ADD: NO SPEAKER APX
14	GA05100AA	ADD: STD WARRANTY - NO ESSENTIAL

Rialto PD APX 6500 Mobile Radios		
QTY	Part Number	Description
14	G298AS	ENH: ASTRO 25 OTAR W/ MULTIKEY
14	G843AH	ADD: AES ENCRYPTION AND ADP
14	G444AH	ADD: APX CONTROL HEAD SOFTWARE
14	G335AW	ADD: ANT 1/4 WAVE 762-870MHZ
14	G806BL	ENH: ASTRO DIGITAL CAI OP APX
14	GA01670AA	ADD: APX E5 CONTROL HEAD
14	QA09113AB	ADD: BASELINE RELEASE SW
14	W382AM	ADD: CONTROL STATION DESK GCAI MIC
14	G361AH	ENH: P25 TRUNKING SOFTWARE APX

Section 6

Pricing Summary

Motorola is pleased to provide the following equipment and services to Rialto Police Department.

6.1 Equipment and Installation

Description	Price (\$)
CommandCentral AXS Consoles and APX 6500 Mobile Radios	\$1,106,790
LA County Discount	(\$176,967)
Equipment Final	\$929,823
Services including 1 st Year Warranty, Engineering, and TNCT Update	\$113,742
Training Class	\$8,975
Equipment Tax @ 8.75%	\$81,360
Total	\$1,133,900

6.2 Payment Schedule

Motorola Solutions will use the following major milestones of the equipment order and training services financial billing:

Equipment

-100% of the Total Equipment Contract Price due upon shipment of equipment;

Services

-50% of the Services Contract Price due upon Contract Execution (due upon effective date);

-50% of the Services Contract Price due upon Final Acceptance.

Training

-100% of the Training price due upon scheduling of the training session

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. Motorola will submit invoices to the City for services when they are performed. City will make payments to Motorola within thirty (30) days after the date of each invoice.

City 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 of Motorola, Inc is 36-1115800.

Section 7

Contractual Documentation

This proposal is subject to the attached Motorola Solutions Customer Agreement, including the addenda.

Motorola Solutions Customer Agreement

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

Section 1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products and Services (as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties’ “**Agreement**”.

1.2. Attachments. The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

- Exhibit A “Payment” (Communications System purchase only)
- Exhibit B Motorola Proposal dated March 4, 2025
- Exhibit C “System Acceptance Certificate” (Communications System only)
- Exhibit D “Data Processing Addendum”
- Exhibit E “Software Support Policy”

1.3. Order of Precedence. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

Section 2. Definitions.

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

“**Change Order**” means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

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

“**Contract Price**” means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A “Payment” or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

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

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

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

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

“Data Processing Addendum” or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is attached hereto as Exhibit D and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

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

“Equipment” means hardware provided by Motorola.

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

“Fees” means charges applicable to the Products and Services.

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

“Licensed Software” means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

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

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

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

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

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

“Professional Services” are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

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

“Process” or “Processing” have the meaning given to them in the DPA

“Services” means services related to purchased Products as described in the Proposal.

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

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

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

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

“SUA” or “SUA II” means Motorola’s Software Upgrade Agreement program.

“Subscription Software” means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

“Third-Party Data” has the meaning given to it in the DPA.

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

Section 3. Products and Services.

3.1. Products. Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.

3.2. Services.

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

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered “Services”, as defined above.

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola’s Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

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

3.2.5. Professional Services

3.2.5.1. Assessment of Systems & Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

3.2.5.2. Network Security. If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

3.2.5.3. Application Development. If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 2.5 - Documentation.

3.2.6. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here: https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.

3.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

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

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

3.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for

Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

- 3.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.
- 3.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.
- 3.9.** To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.
- 3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party . If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4. Term and Termination.

- 4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.
- 4.1.1. Subscription Terms.** The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years

thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

- 4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.
- 4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. Wind Down of Subscription Software.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.
- 4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

Section 5. Payment, Invoicing, Delivery and Risk of Loss

- 5.1.** Customer affirms they have signatory authority to execute this contract. The Contract Price of **\$1,052,540**, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the

issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees.** Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.
- 5.5. Payment.** Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

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

Name: Rialto Police Department

Address: 128 N Willow Ave, Rialto CA. 92376

Phone: 909-835-9953

E-INVOICE. To receive invoices via email:

Customer Account Number: _____

Customer Accounts Payable Email: _____

Customer CC (optional) Email: _____

The address which is the ultimate destination where the Equipment will be delivered to Customer is: Name: Rialto Police Department
Address: 128 N. Willow Ave, Rialto CA. 92376

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

Name: Rialto Police Department
Address: 128 N. Willow Ave, Rialto CA. 92376
Phone: 909-835-9953

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

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

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

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

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

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment,

connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

- 6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.
- 6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-

Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement**.

- 6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html
- 6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.
- 6.11. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

Section 7. Representations and Warranties.

- 7.1. Mutual Representations and Warranties.** Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.
- 7.2. Communications System Warranty.** Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the “Warranty Period”).
- 7.3.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy (“SwSP”) attached hereto as Exhibit E. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services (“LMS”) after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and

conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

7.4. On-Premises Software System Warranty. Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

7.4.1. On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Motorola Licensed Software Warranty. Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

7.7.1. As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

7.7.2. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

7.8. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR

DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

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

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

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

Section 8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer

cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 8.2.3.** This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

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

Section 9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION

SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES ; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

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

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

Section 10. Confidentiality.

10.1. Confidential Information. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("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.

10.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against

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

10.3. Exceptions. Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.

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

Section 11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

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

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

11.3. Data Retention and Deletion. Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

- 11.4. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.
- 11.5. Third-Party Data and Motorola Data.** Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.
- 11.5.1.** Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.
- 11.5.2.** Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.
- 11.6. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.7. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

Section 12. Acceptance

12.1. Communications System Acceptance.

- 12.1.1.** Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual

sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

12.1.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

12.1.3. Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

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

Section 13. Force Majeure; Delays Caused by Customer.

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

13.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-

pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

Section 14. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

- 14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in San Bernardino County, California, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.
- 14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the County and State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 15. General.

- 15.1. Compliance with Laws.** Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.
- 15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each

additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

- 15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.
- 15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary

Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

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

Exhibit D

Motorola Solutions Data Processing Addendum - U.S.

This Data Processing Addendum, including its Schedules and Annexes (“DPA”), forms part of the Motorola Solutions Customer Agreement or other underlying agreement governing the relationship of the parties (“Agreement”) to reflect the parties’ agreement with regard to the Processing of Customer Data, which may include Personal Data. In the event of a conflict between this DPA, the Agreement or any Schedule, Annex or other addenda to the Agreement, including a prior DPA, this DPA will prevail.

When Customer renews or purchases new Products or Services, the then-current DPA will apply and will not change during the applicable Term except as necessary to conform to applicable law. Notwithstanding the foregoing, when Motorola provides new features or supplements the Product or Service, Motorola may provide additional terms or make updates to this DPA that will apply to Customer’s use of those new features or supplements.

1. Definitions.

To the extent the Agreement provides definitions for the terms defined in this Section 1, the definitions of this Section 1 will apply to this DPA and the definitions of the Agreement will apply to the Agreement.

“Controller” means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of personal data. Regulatory frameworks may differ in their respective naming conventions and therefore may refer to a Controller as a Business or otherwise.

“Customer Data” means data including images, text, videos, and audio, that are provided to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users, through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, other than that portion comprised of Personal Information, or Third Party Data.

“Customer Contact Data” means data Motorola collects from Customer for contact purposes, including, without limitation, contract fulfillment, marketing, advertising, licensing, and sales activities.

“Data Protection Laws” means all data protection laws and regulations applicable to a Party with respect to the Processing of Personal Data under the Agreement.

“Data Subjects” means the identified or identifiable person to whom Personal Data relates.

“Metadata” means data that describes other data.

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

“Personal Data” or **“Personal Information”** means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its

Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

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

“Processor” means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the Controller. Processors act on behalf of the relevant Controller and under their authority. In doing so, they serve the Controller's interests rather than their own. Regulatory frameworks may differ in their respective naming conventions and therefore may refer to a Processor as a “Service Provider” or otherwise.

“Security Incident” means a confirmed or reasonably suspected accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola.

“Service Use Data” means data generated about the use of the Products and Services through Customer's use or Motorola's support of the Products and Services, which may include Metadata, Personal Data, product performance and error information, activity logs, and date and time of use.

“Sub-processor” means other Processors engaged by Motorola to Process Customer Data which may include Personal Data.

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

2. Processing of Customer Data

2.1. Roles of the Parties. The Parties agree that with regard to the Processing of Personal Data hereunder, Customer is the Controller and Motorola is the Processor who may engage Sub-processors pursuant to the requirements of **Section 6** entitled “Sub-processors” below.

2.2. Motorola's Processing of Customer Data. Motorola and Customer agree that Motorola may only use and Process Customer Data, including the Personal Information embedded in Service Use Data, in accordance with applicable law and Customer's documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer's use

and configuration of features in the Products and Services, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions will be agreed to according to the process for amending Customer's Agreement. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a Processor or Sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Sub-processors. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

2.3. Details of Processing. The subject-matter of Processing of Personal Data by Motorola hereunder, the duration of the Processing, the categories of Data Subjects and types of Personal Data are set forth on **Annex I** to this DPA.

2.4. Disclosure of Processed Data. Motorola will not disclose to or share any Customer Data with any third party except to Motorola's Sub-processors, suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer Data, to the extent allowable by law, Motorola will provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law. Motorola will ensure that its personnel are subject to a duty of confidentiality, and will contractually obligate its Sub-processors to a duty of confidentiality, with respect to the handling of Customer Data and any Personal Data contained in Service Use Data.

2.5. Customer's Obligations. Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer will not use the products and services in a manner that would violate applicable Data Protection Laws. Customer will have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement.

2.6. Customer Indemnity. Customer will defend, indemnify, and hold Motorola and its subcontractors, Sub-processors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to Customer's failure to comply with its obligations under this DPA and/or applicable Data Protection Laws. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

3. Service Use Data. Except to the extent that it is Personal Information, Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, provided that such purposes are compliant with applicable Data Protection Laws. Service Use Data may be processed by Motorola at any of its global locations and/or disclosed to Sub-processors.

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

5. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a Controller it will comply with the applicable provisions of the Motorola Privacy Statement at [Privacy Policy Statement - Motorola Solutions](#) as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and will Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties will enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

6. Sub-processors.

6.1. Use of Sub-processors. Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA.

A current list of Sub-processors is set forth at [Motorola Sub-Processors](#) or **Annex III**, if **Annex**

III has been completed. When engaging Sub-processors, Motorola will enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

6.2. Changes to Sub-processing. The Customer hereby consents to Motorola engaging Sub-processors to process Customer Data provided that: (i) Motorola will use its reasonable endeavors to provide at least 10 days' prior notice of the addition or removal of any Sub-processor, which may be given by posting details of such addition or removal at [Motorola Sub-Processors](#); (ii) Motorola imposes data protection terms on any Sub-processor it appoints that protect the Customer Data to the same standard provided for by this DPA; and (iii) Motorola remains fully liable for any breach of this clause that is caused by an act, error or omission of its Sub-processor(s). The Customer may object to Motorola's appointment or replacement of a Sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, Motorola will either appoint or replace the Sub-processor or, if in Motorola's discretion this is not feasible, the Customer may terminate this Agreement and receive a pro-rata refund of any prepaid service or support fees as full satisfaction of any claim arising out of such termination.

6.3. Data Subject Requests. Motorola will, to the extent legally permitted, promptly notify Customer if it receives a request from a Data Subject, including without limitation requests for access to, correction, amendment, transport or deletion of such Data Subject's Personal Data and, to the extent applicable, Motorola will provide Customer with commercially reasonable cooperation and assistance in relation to any complaint, notice, or communication from a Data Subject. Customer will respond to and resolve promptly all requests from Data Subjects which Motorola provides to Customer. Customer will be responsible for any reasonable costs arising from Motorola's provision of such assistance under this Section.

7. Data Transfers

Motorola agrees that it will not make transfers of Personal Data under this Agreement from one jurisdiction to another unless such transfers are performed in compliance with this DPA and applicable Data Protection Laws. Motorola agrees to enter into appropriate agreements with its affiliates and Sub-processors, which will permit Motorola to transfer Personal Data to its affiliates and Sub-processors. Motorola also agrees to assist the Customer in entering into agreements with its affiliates and Sub-processors if required by applicable Data Protection Laws for necessary transfers.

8. Security. Motorola will implement appropriate technical and organizational measures to ensure a level of security appropriate to the risks posed by the Processing of Customer Data which may include Personal Data. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex II**.

9. Security Incident Notification. If Motorola becomes aware of a Security Incident, then Motorola will (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Customer Data including Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident will not be construed as an acknowledgement or admission by Motorola of any fault or liability in

connection with the Security Incident. Motorola will make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

10. Data Retention and Deletion.

Except for anonymized Customer Data, Motorola will delete all Customer Data no later than ninety (90) days following termination or expiration of the Agreement or the applicable addendum or ordering document unless otherwise required to comply with applicable law.

11. Audit Rights

11.1 Periodic Audit. Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit will be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. Unless mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola will, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

11.2 Satisfaction of Audit Request. Upon receipt of a written request to audit, and subject to Customer's agreement, Motorola may satisfy such audit request by providing Customer with a confidential copy of Motorola's most recent applicable third party security review performed by a nationally recognized independent third party auditor, such as a SOC2 Type II report or ISO 27001 and 27701 certification, in order that Customer may reasonably verify Motorola's compliance with industry standard information security and privacy frameworks..

11.3 Audit Process. Customer will provide at least sixty days (60) days prior written notice to Motorola of a request to conduct the audit described in **Section 11.1**. All audits will be conducted during normal business hours, at applicable locations or remotely, as designated by Motorola. Audit locations, if not remote will generally be those location(s) where Customer Data is accessed, or Processed, excluding data centers. The audit will not unreasonably interfere with Motorola's day to day operations. An audit will be conducted at Customer's sole cost and expense and subject to the terms of the confidentiality obligations set forth in the Agreement. Before the commencement of any such audit, Motorola and Customer will mutually agree upon the time, and duration of the audit. Motorola will provide reasonable cooperation with the audit, including providing the appointed auditor a right to review, but not copy, Motorola security information or materials provided such auditor has executed an appropriate non-disclosure agreement. Motorola's policy is to share methodology and executive summary information, not raw data or private information. Customer will, at no charge, provide to Motorola a full copy of all findings of the audit.

12. Regulation Specific Terms

12.1. HIPAA Business Associate. If Customer is a “covered entity” or a “business associate” and includes “protected health information” in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the Agreement includes execution of the Motorola HIPAA Business Associate Agreement Addendum (“BAA”).

12.2. FERPA. If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a “school official” with “legitimate educational interests” in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer’s students and students’ parents. Consequently, Customer will be responsible for obtaining any parental consent for any end user’s use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student’s parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola’s possession as may be required under applicable law.

12.3. CJIS. Motorola agrees to support the Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and will comply with the terms of the CJIS Security Addendum for the Term of this Agreement. Customer hereby consents to allow Motorola “screened” personnel as defined by the CJIS Security Policy to serve as an authorized “escort” within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola will make such access available following Customer’s request. Notwithstanding the foregoing, in the event the Agreement or applicable ordering document terminates, Motorola will carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it will provide written notice to Motorola prior to expiration of the 90 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

12.4 CCPA / CPRA. If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act (“CCPA”) and/or the California Privacy Rights Act (“CPRA”) (collectively referred to as the “California Privacy Acts”), Customer acknowledges that Motorola is a “Service Provider” within the meaning of California Privacy Acts. Motorola will process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts, including under any “sale” exemption. In no event will Motorola sell any such data, nor will M. If a California Privacy Act applies, Personal Data will also include any data identified with the California Privacy Act or Act’s definition of personal data. Motorola shall

provide Customer with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Customer may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

12.5 Data Protection Laws. Motorola will comply with its obligations under the applicable legislation, and shall make available to Customer all information in its possession necessary to demonstrate compliance with obligations in accordance with such legislation.

12.6 Motorola Contact. If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer will contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at privacy1@motorolasolutions.com.

ANNEX I

DESCRIPTION OF TRANSFER

- ***Categories of data subjects whose personal data is transferred***

Data subjects include the data exporter's representatives and end-users including employees, contractors, collaborators, and customers of the data exporter. Data subjects may also include individuals attempting to communicate or transfer personal information to users of the services provided by data importer. Motorola acknowledges that, depending on Customer's use of the Online Service, Customer may elect to include personal data from any of the following types of data subjects in the Customer Data:

- Employees, contractors, and temporary workers (current, former, prospective) of data exporter;
- Dependents of the above;
- Data exporter's collaborators/contact persons (natural persons) or employees, contractors or temporary workers of legal entity collaborators/contact persons (current, prospective, former);
- Users (e.g., customers, clients, patients, visitors, etc.) and other data subjects that are users of data exporter's services;
- Partners, stakeholders or individuals who actively collaborate, communicate or otherwise interact with employees of the data exporter and/or use communication tools such as apps and websites provided by the data exporter;
- Stakeholders or individuals who passively interact with data exporter (e.g., because they are the subject of an investigation, research or mentioned in documents or correspondence from or to the data exporter);
- Minors; or
- Professionals with professional privilege (e.g., doctors, lawyers, notaries, religious workers, etc.).

- ***Categories of personal data transferred***

Customer's use of the Products and Services, Customer may elect to include personal data from any of the following categories in the Customer Data:

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);
- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);

- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offenses); or
- Any other personal data identified under applicable law or regulation.

- ***Sensitive data transferred***

To the extent that a solution sold under an Agreement requires the processing of sensitive personal information, it will be restricted to the minimum processing necessary for the solution functionality and be subject to technical security measures appropriate to the nature of the information.

The frequency of the transfer Data may be transferred on a continuous basis during the term of the Agreement or other agreement to which this DPA applies.

- ***Nature of the processing***

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the Agreement and applicable ordering documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its Sub-processors utilize such facilities

- ***Purpose(s) of the data transfer and further processing***

The nature, scope and purpose of processing personal data is to carry out performance of Motorola's obligations with respect to provision of the Products and Services purchased under the Agreement and applicable ordering documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its Sub-processors utilize such facilities.

The period for which the personal data will be retained

Data retention is governed by Section 10 of this Data Processing Addendum.

- ***For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing***

Transfers to Sub-processors will only be for carrying out the performance of Motorola's obligations with respect to provision of the Products and Services purchased under the Agreement and applicable ordering documents. The data importer utilizes a global network of data centers and management/support facilities, and processing may take place in any jurisdiction where data importer or its Sub-processors utilize such facilities. In accordance with the DPA, the data exporter agrees the data importer may hire other companies to provide limited services on data importer's behalf, such as providing customer support. Any such Sub-processors will be permitted to obtain Customer Data only to deliver the services the data importer has retained them to provide, and they are prohibited from using Customer Data for any other purpose.

ANNEX II

TECHNICAL AND ORGANIZATIONAL MEASURES INCLUDING TECHNICAL AND ORGANIZATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

- ***Measures of pseudonymisation and encryption of personal data***

Where technically feasible and when not impacting services provided: Motorola Solutions minimizes the data it collects to information it believes is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations. Motorola Solutions encrypts data in transit and at rest. Motorola Solutions pseudonymizes and limits administrative accounts that have access to reverse pseudonymisation.

- ***Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and services***

In order to ensure ongoing confidentiality, integrity, availability and resilience of processing systems and services, Motorola Solutions Information Protection policy mandates the institutionalization of information protection throughout solution development and operational lifecycles. Motorola Solutions maintains dedicated security teams for its internal information security and its products and services. Its security practices and policies are integral to its business and mandatory for all Motorola Solutions employees and contractors. The Motorola Chief Information Security Officer maintains responsibility and executive oversight for such policies, including formal governance, revision management, personnel education and compliance. Motorola Solutions generally aligns its information security practices to the NIST Cybersecurity Framework as well as ISO 27001.

- ***Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident***

Motorola's availability and backup strategy is designed to ensure replication and fail-over protections in the event of a physical or technical incident. Personal Data is backed up and maintained using at least industry standard methods

Security Incident Procedures. Motorola maintains a global incident response plan to address any physical or technical incident in an expeditious manner. Motorola maintains a record of security breaches with a description of the breach, the time period, the consequences of the breach, the name of the reporter, and to whom the breach was reported, and the procedure for recovering data. For each security breach that is a Security Incident, notification will be made in accordance with the Security Incident Notification section of this DPA.

Business Continuity and Disaster Preparedness. Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that

support the products and services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

- ***Processes for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures in order to ensure the security of the processing***

Motorola periodically evaluates its processes and systems to ensure continued compliance with obligations imposed by law, regulation or contract with respect to the confidentiality, integrity, availability, and security of Customer Data, including Personal Information. Motorola documents the results of these evaluations and any remediation activities taken in response to such evaluations. Motorola periodically has third party assessments performed against applicable industry standards, such as ISO 27001, 27017, 27018 and 27701.

- ***Measures for user identification and authorization***

Identification and Authentication. Motorola uses industry standard practices to identify and authenticate users who attempt to access Motorola information systems. Where authentication mechanisms are based on passwords, Motorola requires that the passwords are at least twelve characters long and are changed regularly. Motorola uses industry standard password protection practices, including practices designed to maintain the confidentiality and integrity of passwords when they are assigned, distributed, and during storage.

Access Policy and Administration. Motorola maintains a record of security privileges of individuals having access to Customer Data, including Personal Information. Motorola maintains appropriate processes for requesting, approving and administering accounts and access privileges in connection with the Processing of Customer Data. Only authorized personnel may grant, alter or cancel authorized access to data and resources. Where an individual has access to systems containing Customer Data, the individuals are assigned separate, unique identifiers. Motorola deactivates authentication credentials on a periodic basis.

- ***Measures for the protection of data during transmission***

Data is generally encrypted during transmission within the Motorola managed environments. Encryption in transit is also generally required of any Sub-processors. Further, protection of data in transit is achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

- ***Measures for the protection of data during storage***

Data is generally encrypted during storage within the Motorola managed environments. Encryption in storage is also generally required of any Sub-processors. Further, protection of data in storage is also achieved through the access controls, physical and environmental security, and personnel security described throughout this Annex II.

- ***Measures for ensuring physical security of locations at which personal data are processed***

Motorola maintains appropriate physical and environment security controls to prevent unauthorized access to Customer Data, including Personal Information. This includes appropriate physical entry controls to Motorola facilities such as card-controlled entry points, and a staffed reception desk to protect against unauthorized entry. Access to controlled areas within a facility will be limited by job role and subject to authorized approval. Use of an access badge to enter a controlled area will be logged and such logs will be retained in accordance with Motorola policy. Motorola revokes personnel access to Motorola facilities and controlled areas upon separation of employment in accordance with Motorola policies. Motorola policies impose industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

- ***Measures for ensuring personnel security***

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to treat that data as Motorola Solutions Confidential Restricted information.

Security and Privacy Awareness. Motorola ensures that its employees and contractors remain aware of industry standard security and privacy practices, and their responsibilities for protecting Customer Data, which may include Personal Data. This includes, but is not limited to, protection against malicious software, password protection, and management, and use of workstations and computer system accounts. Motorola requires periodic information security training, privacy training, and business ethics training for all employees and contract resources.

Sanction Policy. Motorola maintains a sanction policy to address violations of Motorola's internal security requirements as well as those imposed by law, regulation, or contract.

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements will be periodically reviewed and include criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

- ***Measures for ensuring events logging***

Motorola Solutions logs, or enables Customers to log, access and use of products or services that Process Customer Data. Logging of defined system activities, with appropriate event details, is required by Motorola Solutions policy. Such policy also requires integrated audit record review via a Security Information Event Management system and requirements for appropriate audit trail log management.

- ***Measures for certification/assurance of processes and products***

Motorola performs internal security evaluations such as Secure Application Reviews and Secure Design Review as well as Production Readiness Reviews prior to product or service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal evaluations with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, may occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for the scope as set forth in its applicable certificate found at the [Motorola Solutions Trust Center](#).

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- ***Measures for ensuring data minimization***

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires data minimisation. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as data minimization.

- ***Measures for ensuring data quality***

Motorola Solutions policies require processing of all personal information in accordance with applicable law, including when that law requires ensuring the quality and accuracy of data. Further, Motorola Solutions conducts privacy assessments of its products and services and evaluates if those products and services support the principles of processing, such as ensuring data quality.

- ***Measures for ensuring limited data retention***

Motorola Solutions maintains a data retention policy that provides a retention schedule outlining storage periods for Personal Data. The schedule is based on business needs and provides sufficient information to identify all records and to implement disposal decisions in line with the schedule. The policy is periodically reviewed and updated.

- ***Measures for ensuring accountability***

To ensure compliance with the principle of accountability, Motorola Solutions maintains a Privacy Program which generally aligns its activities to industry standard frameworks including the Nymity Privacy Management and Accountability Framework, NIST Privacy Framework and ISO 27701. The Privacy Program is audited annually by Motorola Solutions Audit Services.

- ***Measures for allowing data portability and ensuring erasure***

When subject to a data subject request to move, copy or transfer their personal data, Motorola Solutions will provide personal data to the Controller in a structured, commonly used and machine readable format. Where possible and if the Controller requests it, Motorola Solutions can directly transmit the personal information to another organization.

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- ***For transfers to Sub-processors***

If, in the course of providing products and services under the Agreement, Motorola Solutions transfers Customer Data containing Personal Data to Sub-processors, such Sub-processors will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

ANNEX III

- **SUB-PROCESSORS**

Motorola Solutions Sub-processors are identified at the [Motorola Solutions Sub-processor Site](#) unless otherwise identified below

Exhibit E

SOFTWARE SUPPORT POLICY

This document defines specific support availability and timelines for Motorola Solutions ASTRO® 25 and Dimetra systems. **Support Periods:** The standard support period begins when a system software release is first made available to the market. From that date, the standard support period for the software release is four years, referred to as Year 1 to Year 4 or Y1 to Y4. The extended support period is from year 5 to year 7 or Y5 to Y7. Depending on the support option, the End of Support (EoS) period is from either year 5 or year 8 and into the future. These support periods are not affected by the purchase date, shipment date or acceptance date of a system for a given software release.

1) **Standard support period:** Motorola Solutions will support the given software release in the following manner:

- **Support Service Availability**
 - Period: Y1 through Y4 from initial market availability of the software release
 - All Support Services available
- **Software Defect Repair / Patching**
 - Period: Y1 through Y2
 - Qualified Severity 1 and Severity 2 incidents that result in product defect fixes will be made available to the customer. Some defects may require an upgrade to a more current release to resolve.
 - Period: Y3 through Y4
 - Qualified Severity 1 incidents that result in product defect fixes will be made available to the customer. Some defects may require an upgrade to a more current release to resolve.
- **Security Services**
 - Period: Y1 through Y4
 - All Security Services available (Security Monitoring and Security Update Service)
- **System Expansion**
 - Period: Y1 through Y4
 - Full system expansion available including subscribers, sites, consoles, base stations and radio system Customer Enterprise Network (CEN) additions.

2) **Extended Support Period:** Applies to software releases that have reached the end of Standard Support. Motorola Solutions continues to provide support on such products as specified below. Extended Support includes:

- **Support Service Availability**
 - Period: Y5 through Y7
 - All Support Services available through pricing of these services will be escalated.
- **Software Defect Repair / Patching**
 - Period: Y5 through Y7
 - Defect Repair: Not available
- **Security Services**
 - Period: Y5 through Y7
 - Security Services - Not available
- **System Expansion**
 - Period: Y5 through Y7
 - Infrastructure expansions are not available. System Expansion is limited to subscribers only. Some features on the subscribers may not function due to Infrastructure expansions no longer being available.

3) **End of Support Period:** Applies to software releases that have reached the end of Extended

Support. Support for older software versions will no longer be available. End of Support includes:

- **Support Service Availability and Pricing**
 - Period: Y8 and later
 - Support Services - Not Available
- **Software Patching**
 - Period: Y5 and later
 - Defect Repair - Not Available
 - Security Services - Not Available
- **System Expansion**
 - Period: Y5 and later
 - Infrastructure expansions are not available. System Expansion is limited to subscribers only. Some features on the subscribers may not function due to Infrastructure expansions no longer being available.

Software License Addendum

This Software License Addendum (this “**SLA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

Section 1. Addendum. This SLA governs Customer’s use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties’ Agreement.

Section 2. Licensed Software License and Restrictions.

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

2.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.

2.3. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

2.4. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of

the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

- 2.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

Section 3. Subscription Software License and Restrictions.

- 3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.
- 3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.
- 3.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

4.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

4.1.1. CAD and Records Products. The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under the Agreement.

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

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

4.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e, as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

4.2.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an “on-premises Software System as a service” solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System.**

4.2.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model.** Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

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

Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

4.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

4.4. Additional Cloud Terms. The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

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

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

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

Section 5. Term.

5.1. Term. The term of this SLA (the “**SLA Term**”) will commence upon the Effective Date of the MCA.

5.2. Termination - Licensed Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

5.3. Termination - Subscription Software License. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer’s use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola’s systems, or any third party (including other Motorola customers).

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer’s breach of the SLA will result in irreparable harm to Motorola for which monetary damages

would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

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

Section 6. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

Section 7. Survival. The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

MAINTENANCE, SUPPORT ADDENDUM

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

1. Addendum. This MSA governs Customer’s purchase of Maintenance and Support (as defined below) services (and, if set forth in an Ordering Document, related Services) from Motorola and will form part of the Parties’ Agreement. In addition to the MCA, other Addenda may be applicable to the MSA, including the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, and the Communications System Addendum (“**CSA**”) as further described below. This MSA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Maintenance and Support services purchased under this MSA and not with respect to other Products and Services.

2. Scope

Motorola will provide break/fix maintenance, technical support, or other Services (such as software integration Services) (“Maintenance and Support Services”) as further described in the applicable Ordering Documents.

3. Maintenance and Support services

3.1 Purchase Order Acceptance. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.2 Start Date. The “Start Date” for Maintenance and Support Services will be indicated in the applicable Ordering Documents.

3.3 Auto Renewal. Unless the applicable Ordering Documents specifically state a termination date or one Party notifies the other in writing of its intention to discontinue the Maintenance and Support Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.4 Termination. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this MSA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola’s then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

3.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.

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

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

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

3.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSA and applicable Ordering Documents.

3.10 Intrinsically Safe. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.11 Excluded Services.

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

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

3.12 Time And Place. Service will be provided at the location specified in this MSA and/or the applicable Ordering Documents. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this MSA or applicable Ordering Documents, 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 MSA or applicable Ordering

Documents, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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

3.14 Warranty. Motorola warrants that its Services under this Addendum 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. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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

4. Payment

4.1 Unless alternative payment terms are stated in the applicable Ordering Documents, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this MSA (except income, profit, and franchise taxes of Motorola) by any governmental entity.

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