



MOTOROLA SOLUTIONS

Proposal

City of Mountain Home - ID

Motorola Solutions

Flex Software Suite

December 3, 2024

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December 3, 2024

Chief Jonathan Thompson
Mountain Home Police Department
2775 E 8th N, Mountain Home, ID 83647

Re: Proposal for Motorola Flex Software (Proposal)

Dear Chief Thompson:

Motorola Solutions, Inc. (Motorola) is pleased to provide the attached Proposal to Mountain Home Police Department. The Flex Software Suite includes CAD, RMS, Mobile, and Handheld capabilities. This Proposal is valid through December 20th, 2024.

Please find attached the Flex Suite proposal for your consideration. Below is a more detailed breakdown of each module included in your Flex system.

This Proposal is subject to the attached Motorola Solutions Customer Agreement, including the addenda (collectively, the "MCA"), in accordance with Sourcwell #051321-MOT. Mountain Home Police Department may accept this Proposal by signing the MCA. Alternatively, Motorola would be pleased to address any concerns regarding this proposal.

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

Russell Andrus

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Sincerely,

Larsen Grabenkort
Software Sales Manager

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System Description

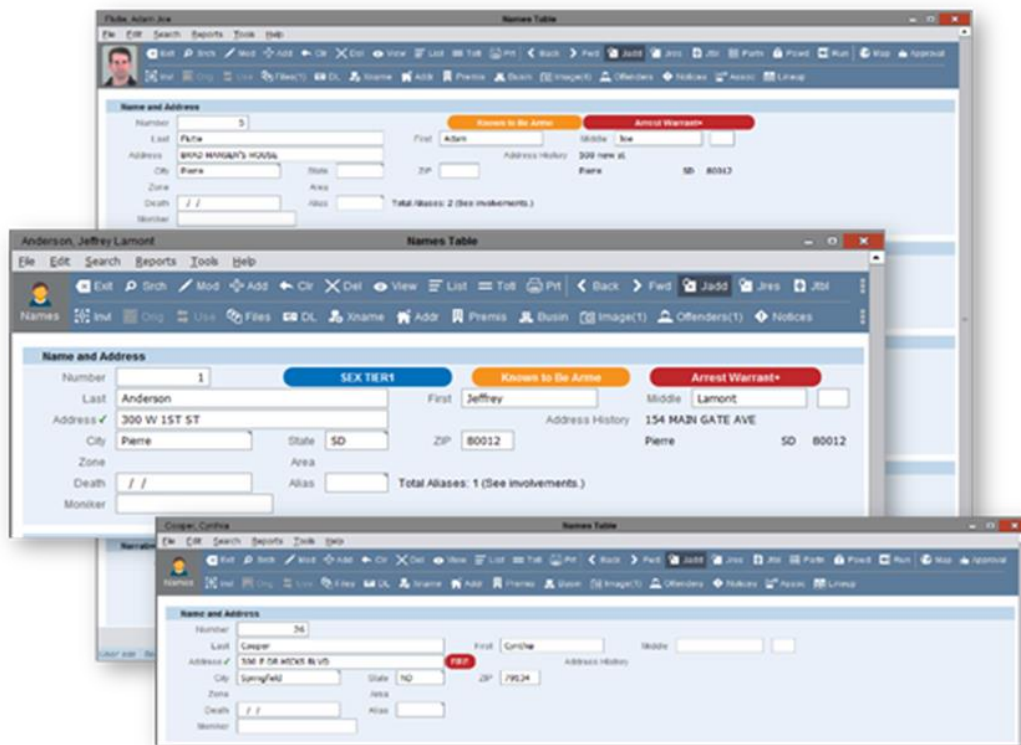
NOTICE: The system functionalities described in this Proposal are corresponding products and services purchased separately and implemented by the Elmore County Sheriff's Office.

1.1 Flex Integrated Hub General Functionality

1.1.1 General Hub

Flex's Hub design allows all information to be entered, stored, and extracted in real-time. Additionally, all applications in the system reference the same repository of information, preventing duplicate data entry and saving time. Lastly, it provides agencies with instant access to information as soon as they enter it into the system. The Flex system provides these time-saving benefits with the following technology:

- Centralized database
- Central tables that cross-reference information system-wide



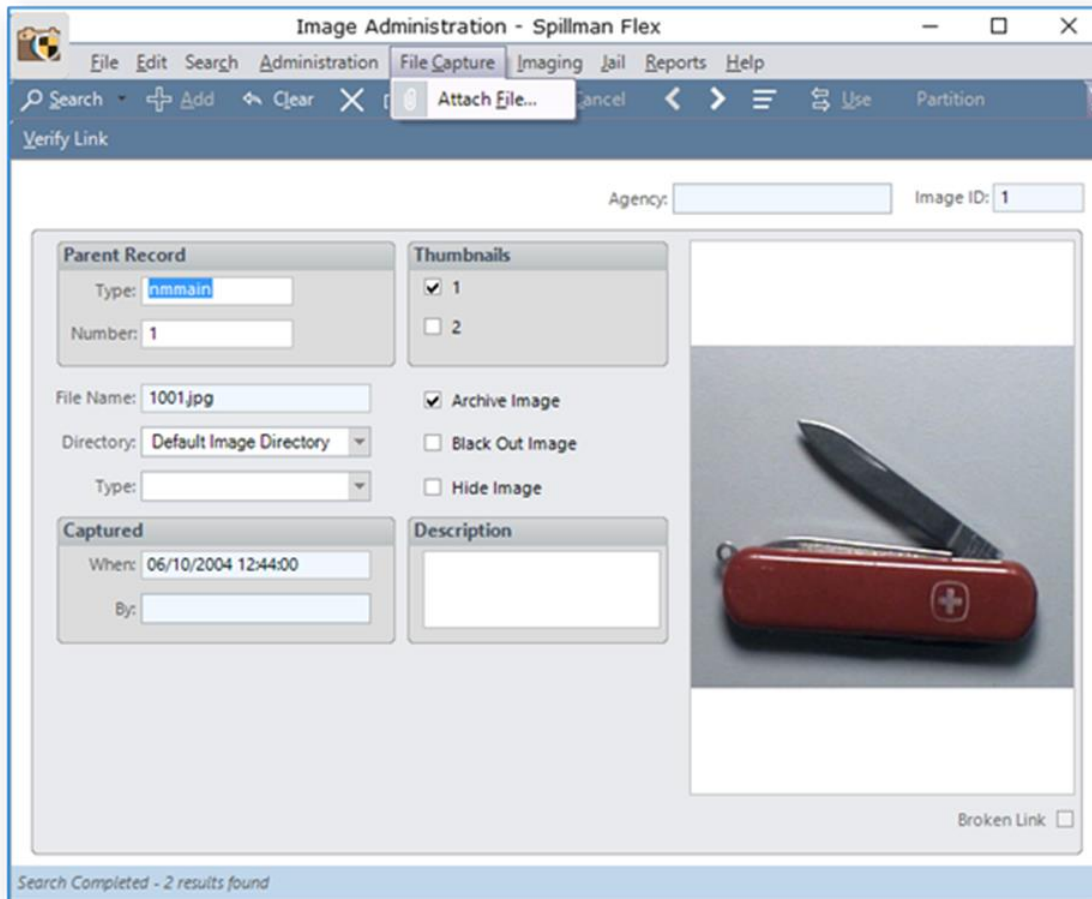
Master tables show users critical information that is referenced across all

The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features

several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

1.1.2 Imaging

The Flex Imaging module allows agencies to create a library of full-color digital images that are fully searchable from anywhere in the system. Mug shots, accident photos, and other images can be stored in multiple locations throughout the system and viewed by other users. The program is an all-in-one application for importing, organizing, editing, and sharing photos. Because it connects seamlessly with other modules in the Flex software, agencies are able to do more with their information.



Users can attach images, video, documents, and audio files directly to a file.

Unlimited Capture Workstations

Flex customers can choose to make every user workstation an image capture station at no extra cost. No extra licenses are needed to operate our Imaging module, and users benefit from the convenience of unlimited capture workstations, while agencies take advantage of the long-term savings.

Quick View of Images

Images appear as thumbnails on all Flex records. Click the thumbnail to view the image, or any archived image. Users can see differences between new and old images, allowing personnel to determine if a subject has changed his or her appearance.

File Description

Users can quickly access information about each file attached to a particular record. Flex's File Capture feature allows users to enter the complete name of each file and create an accompanying description. Icons displayed on the record enable users to see what types of files are attached without opening them.

File Capture Technology

Flex's File Capture feature allows users to quickly organize images and other files. Users can easily add files to a record by dragging and dropping them onto the correct field. They can do this with single or multiple files. Users can also create an accompanying description for each file to promote easy content identification by other users.

Intuitive Editing Features

The Imaging module gives users access to several tools for enhancing and editing the quality of digital images. For example, if photos taken at an accident scene are less vivid than expected, users can easily adjust brightness, sharpness, and contrast with the click of a button. Users can also rotate and resize images as needed.

1.1.3 Geographic Information Systems (GIS)

GIS technology is at the core of Flex's mapping technology. GIS helps users make proper decisions based on accurate location information. We partner with Esri®, the nation's most trusted mapping provider to leverage the latest technology. Flex GIS interfaces directly with the Esri® ArcGIS server, eliminating an agency's need to load mapping information into the local database.

Dispatch-Friendly Features

Flex's GIS solution maximizes dispatchers' use of the system. It automatically routes every call to the correct dispatcher, and reduces the likelihood of responding to the same incident twice. Additionally, our solution gives dispatchers the tools to make sure the closest unit responds to a given call. Flex provides these solutions with:

- Zone assignments
- Alerts for duplicate calls
- Directions to call locations
- CAD Mapping and Mobile AVL

Common Place Names

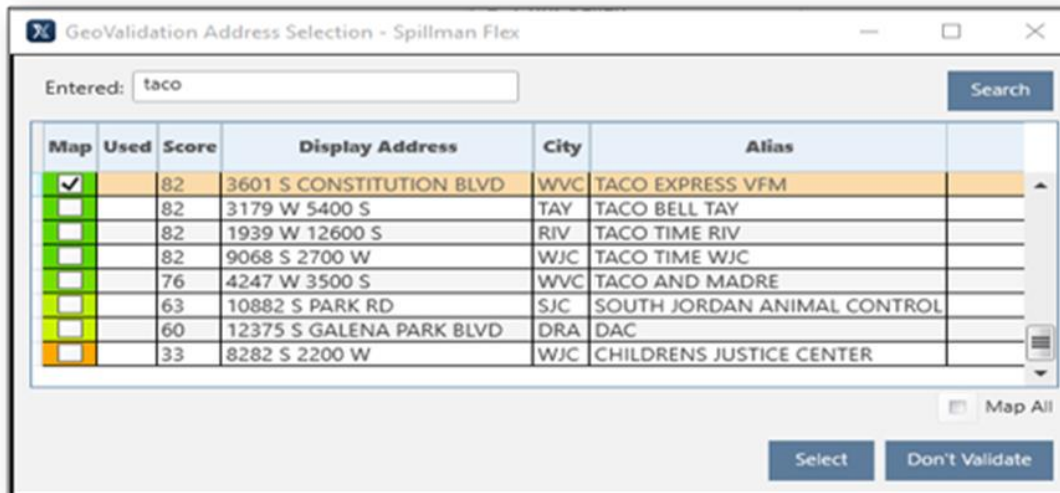
Agencies can customize the Flex GIS solution to reflect specific jurisdictions. Agency-defined common place names save users time by allowing them to input place names instead of street addresses. For example, users can enter "State Capitol" instead of the capitol's street address. The system also accommodates landmarks, mile markers, highway exits, street intersections, and overpasses based on how the agency builds the database.

Accurate Address Verification

Flex's GIS solution optimizes agency responses, eliminates confusion, improves accuracy, and gives users the ability to quickly identify correct addresses when the system cannot find an exact match. The system's address verification does this by displaying:

- Accurate and verified geographic information

- Specific addresses and intersections, including x- and y-coordinates
- Color-coded address candidates
- Flex’s Address Selection screen



Address options are scored for relevance and color coded for easy

Reverse Geocoding

Flex GIS simplifies operations by translating geographic coordinates into estimated addresses plotted on a map. By reverse geocoding data, users can quickly select the appropriate location for any situation. When users enter coordinate data, the software displays a list of all matching addresses.

Safe Incident Response

Our GIS solution improves officer safety by notifying users of warrants, alerts, and past criminal incidents associated with an address. Visual alerts allow users to make informed decisions and prepare for any possible scenario. For example, address alerts appear in red, and indicate details about any previous incidents. If an address has multiple alerts, a plus sign (+) appears at the end of the alert.

Learning eXperience Portal

Users can quickly learn specific system functionality by accessing Flex’s Learning eXperience Portal (LXP). This online resource features a modular information platform for a range of topics and software products that will assist agencies in the continuing education of their personnel. Agency staff can view:

- Short video tutorials
- Quizzes
- Written manuals
- Other tools to optimize understanding

1.1.4 Active Directory

The system’s master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

The Flex Active Directory Integration Tool is a feature of the Flex product designed to simplify the user login process and streamline the management of user accounts. Once configured, the feature is transparent to end users, allowing them to log into the Flex product using their standard Windows username and password. Administration of the tool is managed within a Flex web application.

Active Directory integration is available for Windows and Linux customers with Multi Domain Active Directory. There is currently no solution for AIX customers.

Benefits

- Simplified Administration - User authentication and group membership are managed in a single place, Microsoft Active Directory
- Fewer usernames and passwords to remember - Users need only know their Windows username and password
- Leverage existing resources - Agencies can take advantage of existing personnel knowledge and skills to manage user accounts

Features

- User authentication against Microsoft Active Directory
- Auto creation of APNAMES records from Microsoft Active Directory
- User synchronization with Microsoft Active Directory
- Group synchronization with Microsoft Active Directory
- Group membership associated with Microsoft Active Directory Security Groups
- Support for Nested Group Memberships
- Support for Windows and Linux
- Multi Domain Support

Customer Responsibilities

- Successful agencies will have a dedicated resource as the local Admin for current active directory (AD) deployment at the agency. AD administrators will be responsible for AD and ideally will be involved in the initial setup of the current AD they have in place.
- Motorola personnel will be able to assist with webapp configuration, but the bulk of the configuration must be completed by the agency.
- Every Flex group utilized in the system must be set up in the original AD infrastructure.
- Motorola requires LDAP-S for security. The agency's admin or IT must provide the certificate file and any configuration needed (networking, etc.). The agency must have this enabled on the AD server, and provide the certificate.

1.1.5 Data Replication

The Data Replication Tool is a web application designed to provide a secure, robust tool for replication of a Flex c-tree database to an external customer database. Nearly all tables are available for replication, and the application gives customers the ability to choose which tables are exported based on their operational needs.

Stable Reporting

The Flex Data Replication module eliminates the need for agencies to query against a live Flex database, allowing personnel to access the reports they need, when they need them, without having to consider how it may impact the system. This module creates a stable platform upon which reporting applications, such as SAP's Crystal Reports Server, can be added to create custom reports.

Flexible Reporting Options

Being locked into one specific reporting tool can limit an agency's use of its Flex system. By using the Data Replication module, agencies can employ any industry-compliant technology they choose for accessing information. Personnel can then conveniently use a consistent set of commands for both their live and back-up database. Once an agency exports its live data, personnel can expedite their reporting capabilities using any tool available to easily move data from live to back-up databases – without being locked into any single application.

Familiar Database Use

The Data Replication module allows agencies to make the most of their existing IT expertise in other database services. Users can choose to export data to a separate database running either Microsoft SQL or MySQL.

Benefits for Flex Customers

The Data Replication Tool provides the following benefits to Flex customers:

- Isolates the reporting/ODBC queries from the production system, yielding an increase of stability and performance on the production system.
- Provides improved functionality over the FairCom ODBC and JDBC drivers.
- Allows customers to leverage their existing expertise in other database technologies.

Important Note

It is important to note that this module is designed to provide data for a reporting server. It is not intended to be used as a disaster recovery, hot backup, or high-availability solution, and it cannot replicate data to another c-tree database. Additionally, it is each agency's responsibility to manage or maintain the server, server operating system (OS), or the chosen database management system (DBMS).

In addition, our partner, Solutions II, offers a wide range of services including implementation and managed services. We will be happy to provide more information upon request.

1.1.6 StateLink Interface

Agency personnel can use a single query into state, national, and other external databases to access information about wanted persons, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data. Queries are sent securely and can be accessed from the StateLink request screen, from the ComputerAided Dispatch (CAD) module, or from a record within another Spillman Flex module. State-specific transaction forms are available to meet agencies' custom needs, and administrators can set security privileges to regulate access. Flex's StateLink is integrated with CAD and Mobile for convenience. Personnel can easily search for queries directly from the CAD screen, they have access to valuable information without requiring an additional terminal. When integrated with the optional Mobile State & National Queries module, field officers can query local, state, and national databases simultaneously for instant data on names, vehicles, property, wanted persons, and available images (where applicable).

1.2 Flex Computer-Aided Dispatch Solution Description

1.2.1 Flex CAD

Flex CAD enables dispatch personnel to access mission-critical information, and effectively manage calls for individual and multi-jurisdictional agencies. The following highlights a few of the system's advanced features that help to ensure the immediate dispatch of the most appropriate units, including:

- Real-time call updates
- Unit responses
- Automatic alerts for wanted persons and dangerous locations
- Customizable special instructions in question/answer format

The screenshot displays the 'Manage a CAD Incident' interface. The top header shows 'ID: Active ID: Received by: B Heusser Entry Started: 03/21/2019 15:27:16 Reported: 03/21/2019 15:27:16 ANI/AL: Unavailable'. The main form is divided into several sections: 'LOCATION' (CAD Incident Address: 401 ELDER ST, City: Springfield), 'CAD INCIDENT' (Nature, Type, Priority), 'CALLER INFO' (Telephone #, Name, Address), 'COMPLAINANT INFO' (Add complainant), and 'SCHEDULE' (Hold until). On the right side, there are tabs for 'Comments', 'StateReturns', 'Alerts', and 'Prev History'. The 'Alerts' tab is active, showing a 'Possible Duplicate (1)' and a list of alerts including 'ARRVD 401 ELDER ST (Exact match)'. A 'Possible Duplicates' section lists '401 ELDER ST Alerts' (4), 'Persons at 401 ELDER ST' (2), and 'Involved Person Alerts' (0). At the bottom, there are 'CANCEL', 'ACCEPT', and 'SEND' buttons.

The CAD Incident Screen gives dispatchers mission-critical information and alerts.

All system modules are fully integrated, enabling dispatchers to easily access data from any table, virtually eliminating duplication and redundancy. This integration allows users to generate incident reports with the most current system data, improving dispatch accuracy, maximizing time, and increasing officer safety. For example, users can instantly query name, vehicle, property, and law incident records directly from Flex's Records Management System without leaving the CAD status screen.

Visible Name and Address Alerts

The system's Alerts feature prepares officers for call response and enables them to anticipate hazards. Users can easily share information regarding unsafe historical incidents, and alerts appear in red so dispatchers can quickly identify impending dangers and communicate any safety concerns. The alerts module accomplishes this by:

- Providing information about individuals and locations
- Allowing users to view address or name-related hazards
- Allowing dispatchers to tag a record with one or several alerts

Flexible User Functions

Flex CAD accommodates both new and advanced users. Experienced dispatchers can simplify steps with keyboard shortcuts, or use the command line to operate the system. This flexibility allows users to train at their own pace. New users can easily adapt to the system by performing the following actions:

- Selecting icons
- Dragging and dropping
- Right-clicking

Real-Time Status Alerts and Timers

The system's alerts and timers help ensure officer safety by keeping dispatchers aware of all call and unit activity. Additionally, they inform users of any actions needed or time lapses exceeding agency thresholds with audible and visual alerts that provide real-time status updates.

Multiple Sessions

The system's flexible architecture maximizes operational efficiency by enabling users to open multiple CAD sessions at a time. The screenshot below shows how any authorized personnel can open and manage multiple command lines representing multiple sessions.

Quick CAD Commands

Flex's CAD command line can maximize dispatcher efficiency. Every action the system supports can be executed using quick CAD commands, saving users valuable time as they dispatch units, add calls, and search data.

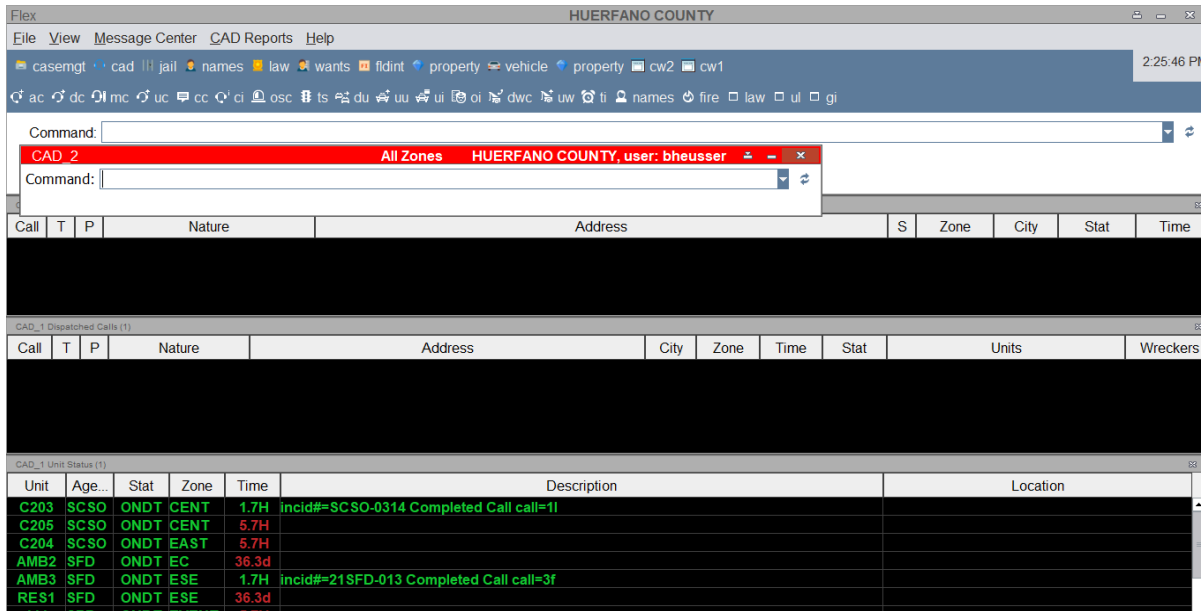
Automatic Radio Log Entries

The system's automatic radio log functionality saves users time while increasing unit safety. The CAD solution automatically tracks radio transmissions, and creates a log entry for every status change. This ensures all communications are recorded with complete accuracy, and allows dispatchers to focus on other time-sensitive tasks. Consequently, units have immediate access to timely information, and administrators can review all unit activities at their own discretion.

Radio Integration

With Flex CAD, agencies can leverage their use of radios for enhanced situational awareness. Specifically, the software provides the following capabilities to streamlined communications and maximize user safety:

- Assign portable radios to first responders, and vehicle-mounted radios to units
- Enable dispatchers to change a radio's alias directly from CAD
- Display radio alias and fleet vehicle information for each unit within CAD
- Monitor radios from CAD with push-to-talk indicators that identify speakers in real time
- View radio talk groups directly within CAD

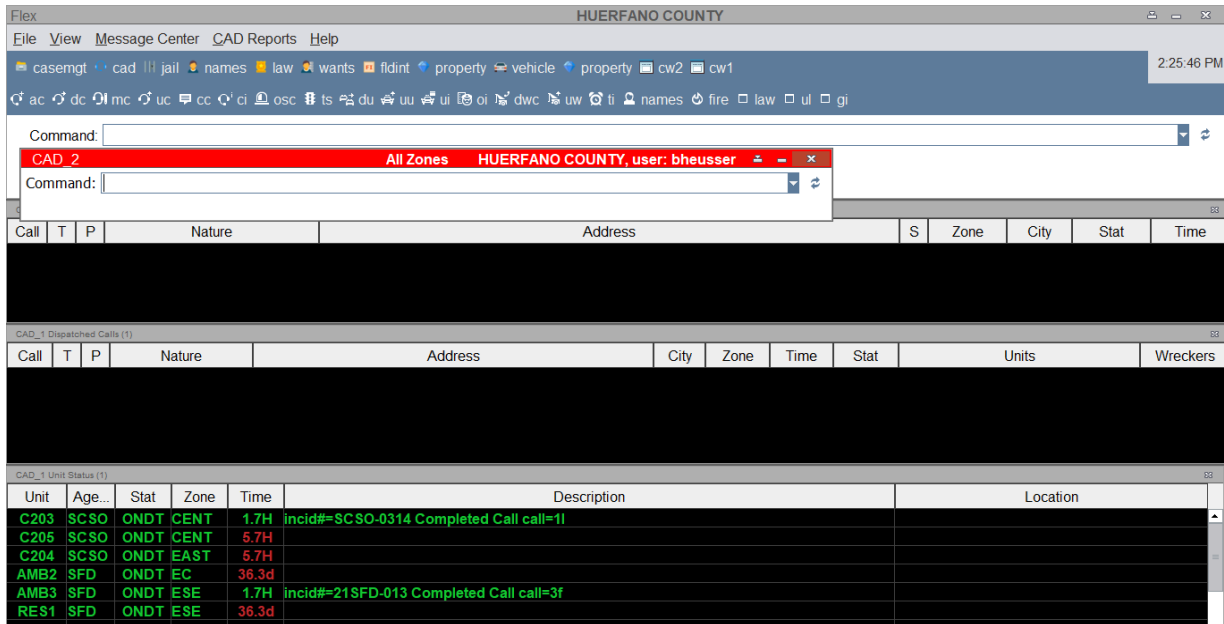


Users can open multiple CAD sessions simultaneously to streamline operations.

Customizable Screen Options

Flex allows dispatchers to customize system settings to their full advantage, allowing them to streamline their task execution through individual customization. For example, agencies can choose to display only calls from specific geographic areas, or lock the settings system-wide for uniformity. Some of the features that users can customize include:

- Display windows
- Column settings
- Toolbar buttons
- Right-click commands
- Color display options



Users can open multiple CAD sessions simultaneously to streamline operations.

1.2.2 Rapid Notification (Standard)

Flex’s fully integrated Rapid Notification module allows users to send automatic report-of-call details to responding units. This module gathers information from the CAD screen and sends it to a printer at the responding agency. Individual units can also be notified of an event by email, text message, and/or phone call. Information gathered from the screen includes details such as:

- Address
- Nature of call
- Contact name and priority

1.3 Flex Records Management System Solution Description

1.3.1 Records Management System (RMS)

Flex's Law Records Management System consolidates all law incident records into one database, providing easy-to-generate incident and case management reports. Each record has information associated with the name, incident number, property, item, and vehicle involved. Agencies can track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property for criminal and non-criminal incidents.

Accurate Reports

Users can easily clarify department initiatives and document progress by developing preformatted reports or configuring ad hoc reports for:

- Crime analysis
- Presentation
- Archiving

Agencies can also compile detailed summaries and activity information for submitting UCR reports as necessary.

Detailed Case Management

Agencies have the ability to track cases from beginning to end by following detailed status information. Flex's case management feature uses Involvements® to link information on all persons, property, and vehicles associated with a case.

Dispatch Integration

Flex's integrated solutions ensure rapid and consistent data entry. The RMS module is linked directly with Flex CAD, which allows the software to automatically transfer appropriate information from calls to related incidents.

Advanced Security and Intelligence

Administrators can protect data integrity with flexible security features that allow users to secure privileged information. The Flex system allows agencies to store an unlimited amount of data regarding the following characteristics of individuals or groups:

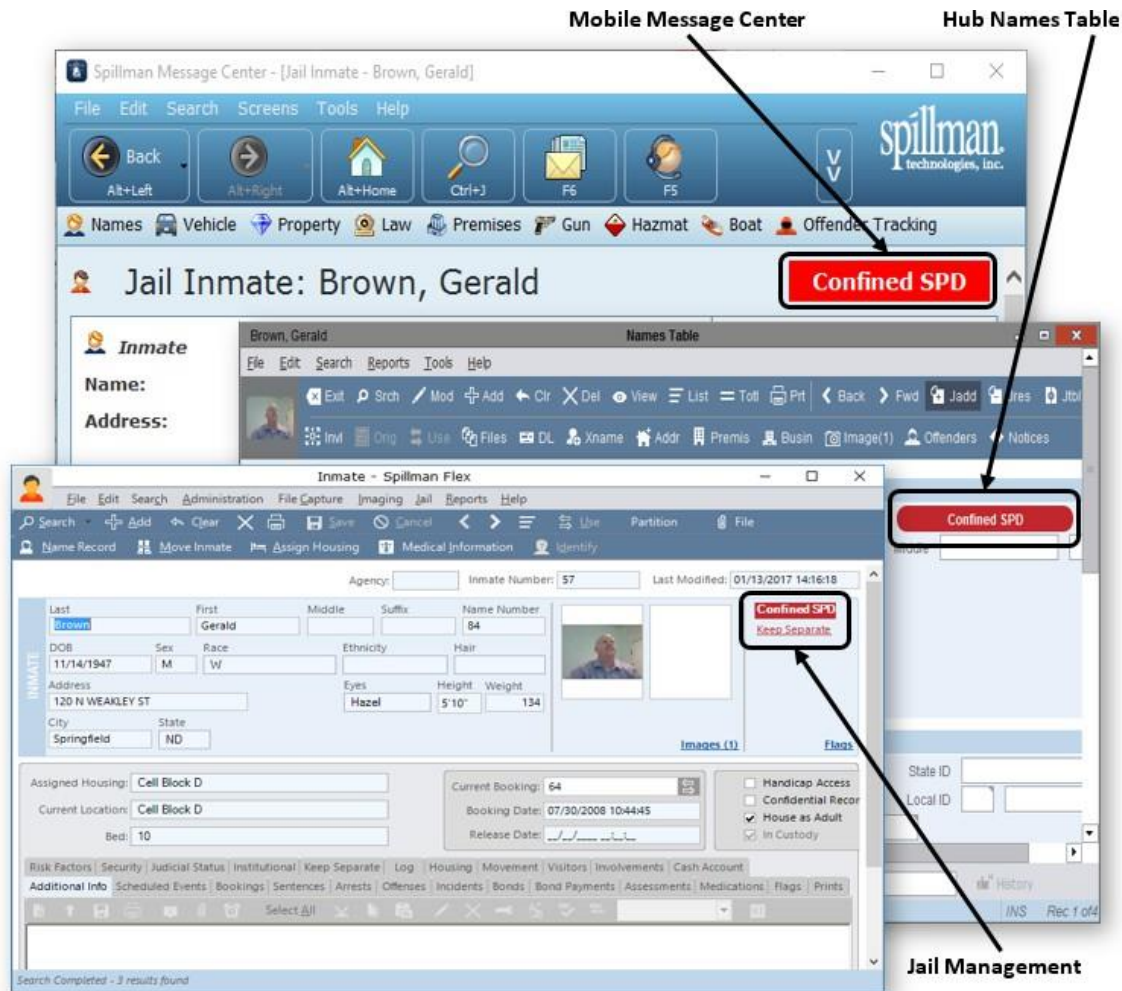
- Hangouts
- Associates
- Vehicles
- Employment
- Activities

Organized Dissemination

The system provides information accountability by tracking all information disseminated through the RMS module. Users can record the full text of the disseminated information, and create a link to the name record of the party receiving the information.

Automatic Visual Alerts

Agencies improve investigator and officer safety with alerts that indicate dangerous, wanted, or missing persons. Once an alert is attached to a record, Flex's integration populates the alert wherever the record exists.



Users see clearly visible alerts system-wide, no matter where the information is.

1.3.2 Incident-Based Reporting (IBR)

The Flex system enables the agency to easily compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards. The software automatically retrieves information from the system upon data entry, eliminating manual efforts to create these reports. This retrieval enables the system to produce audit reports that verify the accuracy of reported data. Additionally, Flex holds state reporting certification and

offers an integrated National Crime Information Center (NCIC) interface that aids in required report submissions.

1.3.3 Evidence Management

Flex's Evidence Management module simplifies evidence tracking, allowing each agency to maintain a complete and accurate chain of custody for every piece of evidence. The Evidence Management module records changes in the location, status, and custodian of evidence, providing a detailed history from reception to release, or disposal of the item.

The screenshot displays a software window titled "Incidents - 11805-0020 : Assault, Simple - Spillman Files". The interface is divided into several sections. At the top, there are tabs for "Report" and "Summary". Below these are tabs for "Incident", "Offenses (1)", "Persons (1)", "Vehicles", "Property (1)", and "Narrative (1)". The main form contains the following fields and options:

- When Reported:** 6/26/2018 17:28:02
- Occurred From:** 6/26/2018 17:28:02
- Occurred To:** 6/26/2018 17:28:02
- Incident Nature:** Assault
- Responsible Officer:** Vance Roberts
- Received By:** Kurt Bean
- How Received:** Telephone
- Contact:** [Empty field]
- Agency:** SPRINGFIELD POLICE DEPARTMENT
- Responding Unit:** C Gamble - Charles Gamble, R Hall - Rob Hall, V Roberts - Vance Roberts
- Address:** 1602 HUNTSVILLE RD
- City:** Springfield
- State:** South Dakota
- Zip:** 79134
- Area:** Law South Zone
- Complainant:** [Empty field]
- Name:** DOB: [Empty field]
- Height:** Weight: [Empty field]
- Sex:** Race: Ethnicity: [Empty field]

Buttons for "Validate", "Add", and "Save & Validate" are visible at the bottom of the form.

Compile detailed data that meets state and federal standards.

Complete Evidence History

Users can automatically track modifications to evidence records from processing, through lab analysis and court appearances, to the release or disposal of the item.

Evidence Reporting

The system enables users to maintain optimal awareness and accountability of evidence and its status. Users can generate reports that show evidence custody, create barcodes for any code table, and show the location of evidence. Some of the reporting tools include:

- The Case Closed Evidence List Report
- The Generate Barcode List Report
- Evidence Location Summary Report

Detailed Evidence Data

The Flex solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item
- Storage location
- Identification number
- Activities associated with the item

- Comments

Interface Features

Flex's optional Evidence Barcode & Audit Interface module enables users to manage the evidence room in minutes and saves hours of personnel time. The interface's barcoding functionality allows for simplified data entry, precise labeling, and hand-held auditing of storage locations. Participating agencies can easily inventory and audit evidence using a handheld barcode reader to check data against the Evidence Management table for discrepancies in the item location.

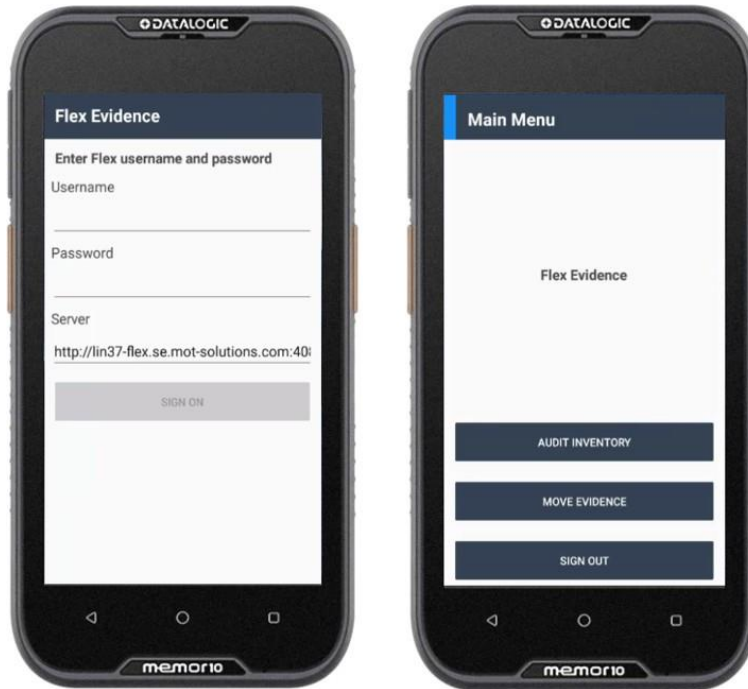
The screenshot displays the 'Evidence Management' software interface for incident # 160829-01. The interface is organized into several sections:

- Incident Section:** Contains fields for Incident Number (160829-01), Nature (Information), Case Number, Address (123 n Main), City, State (ND), ZIP, and Contact.
- Complainant Section:** Includes fields for Numbr (160901001), Last (Poindexterd), Fst (Thadius), Mid, DOB (12/01/05), SSN, Ad (checked), 123 N MONTGOMERY AVE, Race (W), Sx (M), Tel, City (Pierre), ST (SD), and ZIP (80012). A 'JUVENILE' label is present.
- Details Section:** A grid of fields for Offense/Statute, Circumstances, Rspndg Officers (Spillman), Rspnsbl Officer (Spillman), Agency (SDS), Received By, How Received, When Reported, Occurrd between, and MO.
- Footer:** Shows Approval Status (COMPLT), Workflow Record Corr, To: D Gordon 1, From: Spillman, Date: 16:59:04 09/12/16, and a History button.

Flex's evidence management module provides detailed evidence data.

1.3.4 Evidence Barcode and Audit Interface

The Evidence Barcode and Audit Interface module provides agencies with barcoding capabilities for evidence management. It also includes a portable handheld barcode reader to inventory and audit evidence rooms for tracking location and movement.



The convenient portable handheld barcode reader tracks location and movement.

Automatic Data Transfer

Flex's Automatic Data Transfer saves time and ensures accuracy for agencies as information is tracked throughout the evidence life cycle. Users have the ability to attach barcode labels to evidence items, and use a scanner to automatically transfer the data into an evidence record. Additionally, the status of multiple evidence items can be changed simultaneously by using the "Scan" option of the interface.

Barcode Printing

Our solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item
- Storage location
- Identification number
- Activities associated with the item
- Comments

Inventory and Evidence Tracking

Users can easily collect and store scanned inventory details with a handheld barcode reader, including the item number, storage location, and custodian's name. Information on moved evidence items can be tracked as well, including item number, storage location, custodian's name, transaction code, time and date of transaction, quantity moved, and reason for the move.

Detailed Reporting

The Import Inventory Barcode Report and the Import Move Inventory Report ensure data integrity. Users can check for discrepancies between the data downloaded from the portable barcode reader and the information contained in the Evidence Management table.

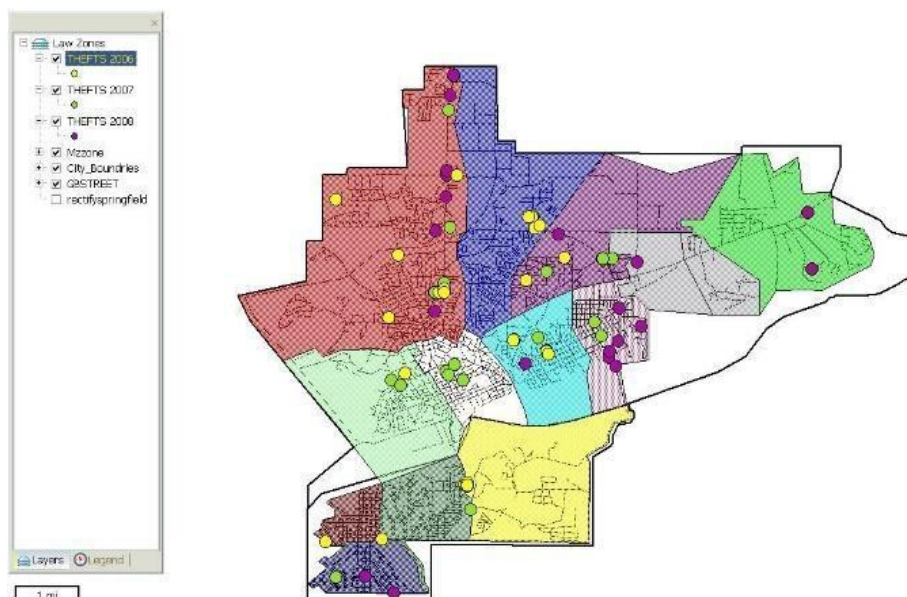
1.3.5 Pin Mapping

The system's Pin Mapping module provides investigators with accurate and timely data they can use to analyze incidents and crime trends. Thorough crime investigations are supported with powerful searching capabilities that allow users to access critical information for effective decision-making, rapid deployment tactics, and prompt assessments.

Powerful Mapping Options

Flex's comprehensive toolbar enables users to identify trends and ensure address consistency through a comprehensive database of street and address information. Users can:

- View different map layers
- Change the color, size, and type of points
- Restrict or show all incidents on the map



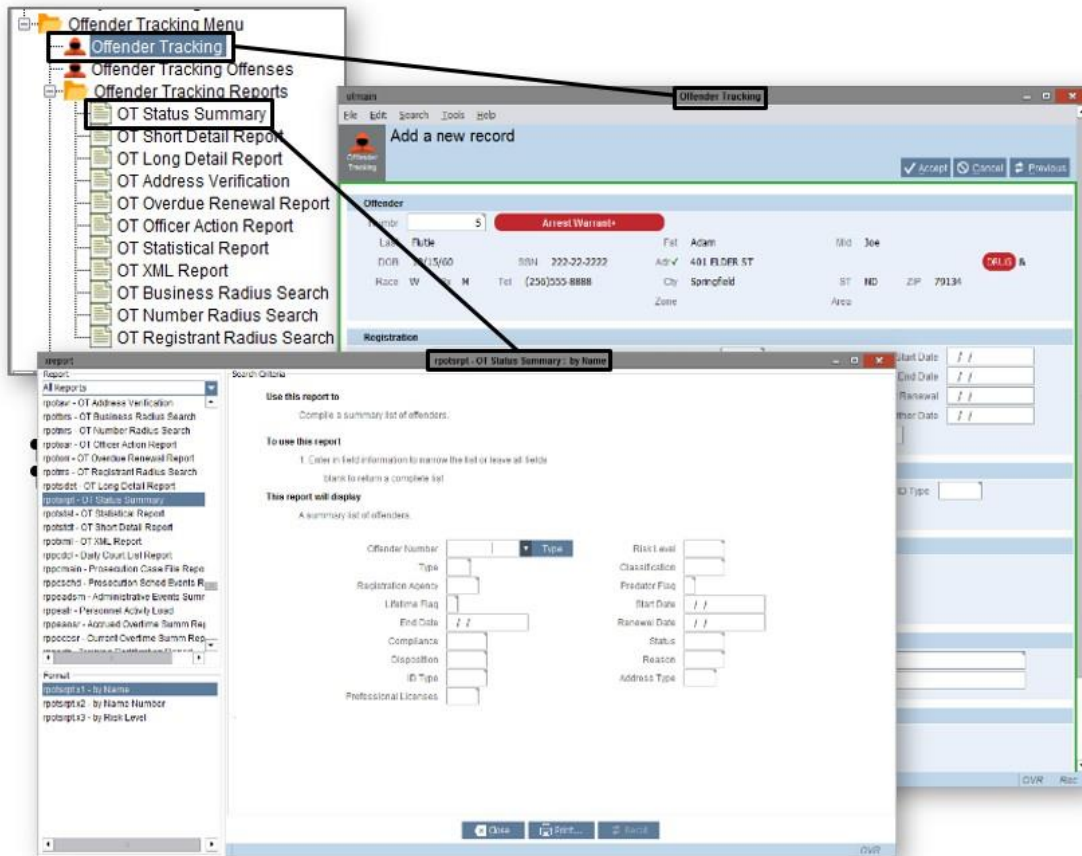
Flex's Pin Mapping module allows users to view crime trends for a specific geographic area.

Efficient Analysis

The Pin Mapping module enhances investigative needs by allowing agencies to access any piece of data, record, or a combination of fields from any point on the map.

1.3.6 Offender Tracking

Flex's Offender Tracking module enables agencies to track critical information on various types of offenders. This enhances personnel and community safety by providing situational awareness of offenders within the agency's jurisdiction.



Users can track an extensive list of critical information on each offender.

1.3.7 Licenses and Permits

The Flex Licenses and Permits module enables users to effectively manage a variety of certifications. These range from animal and bicycle licenses to weapon and fire permits. The agency can track information such as expiration dates, fees, payments, and adjustments. Users can also print permits, receipts, mailing labels, and reports.

Detailed Information

Our comprehensive module will allow the agency to track detailed data, ensuring users have access to the information they need. For example, users can quickly view a permit's status, effective date, permit holder, permit type, and any relevant contact persons. From an additional detail screen, users can also track information relevant to the type of permit, such as model, size, breed, item value, etc.

The screenshot shows the 'Search License Table' window in Motorola Flex. The interface includes a menu bar (File, Edit, Search, Reports, Tools, Help) and a toolbar with various icons for actions like Exit, Search, Modify, Add, Clear, Delete, View, List, Total, Print, Back, Forward, Jadd, Jres, and Jtbl. Below the toolbar, there are sections for License, Holder, Details, Contacts, Vehicles, and Comments.

License

Permit Number	PR6645	Items	Expired	Record #	2
Location	Downtown Main Street				

Holder

Number	210	Last	Fall Festival Committee	First	Mid
Addr	210 S ROYAL AVE		Phone	() -	
City	Springfield	ST	ND	ZIP	79134
DOB	/ /		SSN	- -	

Details

Application Date	10/24/01	Permit Type	Parade
Status	VALID Valid	Agency	SPD
Valid From	13:00:00 12/25/01	Issued By	D Gordon 1
To	10:47:50 08/31/10	Area	CENT

Contacts

1	24	Combs, Rebecca	Relationship	Work Phone
1	24	Combs, Rebecca	Organizer	(234)555-8877
2	1	Anderson, Jeffrey	M.C	(256)555-6262

Vehicles

1	97	ABC123	Color	Make	Relationship
1	97	ABC123	RED / RED	FORD	Lead Vehicle
2	3	BAD789	BLU /	FORD	Middle Vehicle

Comments

Christmas Parade

User: sds Search again to add records to current selection set INS Rec 1

The Flex Licenses and Permits module simplifies the tracking of detailed license information.

Integration with Law Records

The Licenses and Permits module helps investigators solve crimes through integration with the Flex RMS module. For example, users can easily view the permit record and owner name of any weapon used in a law incident—directly from the law incident record. Ready access to this information keeps officers informed, increasing safety and reducing potential agency liabilities.

1.3.8 Vehicle Impound

Agencies can keep accurate, detailed records of all vehicles that are impounded, released from impound, or sold. Agencies can also record information for the vehicle, owner, driver, impound circumstances, and sale of the vehicle.

The screenshot shows the 'Vehicle Impound Table' application window. It features a menu bar (File, Edit, Search, Reports, Tools, Help) and a toolbar with various icons. The main content is divided into three sections: 'Impound', 'Driver', and 'Details'.
Impound Section: Fields include Impound Number (1), Ticket Number (34), Agency (SCSO), Veh Record Num (3), Make (FORD), Model (MUSTANG), Year (1997), VIN Valid (N), Plate (BAD789), State (ND), and Verified VIN (28827764775TY7879).
Driver Section: Includes buttons for 'Known to Be Arme' and 'Arrest Warrant+'. Fields for Driver: Last (Cooper), Fst (Adam), Mid (Joe), DOB (12/15/60), SSN (123-45-6789), Adr (BRAD HANSEN'S HOUSE), Race (W), Sx (M), Tel ((256)555-8888), City (Pierre), ST (), ZIP (), Driver (Adam Flutie), Lien Hldr (Second Union National Bank), Address (400 West End Rd), Address (220 North Main Street), City/ST/Z (Springfield, ND 79134), City/ST/Z (Springfield, ND 79134), Tel ((234)555-2121), Tel ((234)555-3344).
Details Section: Fields include Imp Type (PARK - Parking Violation), Status (SOLD - Sold at Auction), Incident (), Sched Sale (01/01/02), Stor Loc (Level 3 Sp 33), Date Sold (11/08/01), Towed (12:59:41 10/24/01), Sale Price (5000.00), Impound (12:59:43 10/24/01), Release by (A Fitzwater), Officer (A Fitzwater), Time/Date (: : / /), Towed by (AAA - AAA North Dakota Motor Club), Release To (Spring County Sheriff), From (800 North Main Street), Address (200 Westbury), Reason (Parked Loading Zone), City/ST/Z (Springfield, ND 79134).
 The status bar at the bottom shows 'User: sds | Search again to add records to current selection set | INS Rec 1'.

The Vehicle Impound module captures detailed vehicle information for easy viewing.

Detailed Impound Records

Users can track the status and location of an impounded vehicle, or enter the sale date and price directly from the module. A Vehicle Impound record can be added for every vehicle that captures detailed information such as:

- Owner
- Driver
- Vehicle
- Lien holder

Accurate Fee Management

Agencies can track all impound, towing, and storage fee transactions associated with an impounded vehicle. The module instantly calculates storage costs for each day the vehicle has been impounded. When users enter a fee record, the balance due and total storage charges are also automatically displayed.

Automated Sales Tracking

Users can track and record the sale of impounded vehicles in the system, and monitor detailed sale information. When a vehicle has been marked as sold, the module automatically stops all charges and fees.

Vehicle Reports

The Vehicle Impound module condenses information into concise, easy-to-read reports. Report options include:

- Vehicle inventory status and summary
- Sale list
- Charges and payments
- Invalid VINs

The system also produces Preformatted Impound and Intent to Sell Notifications, making it easy for owners, lien holders, and other responsible parties to be notified of impounds and intentions to sell.

Vehicle Involvements

The Vehicle Impound module automatically creates involvements that link data associated with vehicle and impound records. Users can view:

- Record relationships
- Reported incident
- Record add date

1.3.9 Traffic Information (Standard)

Our Traffic Information module delivers consistent, accurate data for shaping sound traffic safety policies and procedures. The software monitors activity on your roadways and generates quantifiable reports for traffic management. The following are key features of this powerful tool:

Citations and Warnings

Users can easily access citation and warning data. Full integration allows the agency to create a new name and vehicle record for a new contact, or link an existing name and vehicle while creating a citation or warning. They can also track:

- Offense
- Name information
- Vehicle description
- Citation dispositions
- Bail and/or fine collections

Traffic Reporting

This feature quickly turns data into comprehensive information. Users can view several preformatted reports and a full snapshot of warning and citation activity from the traffic reports menu. It also provides:

- Demographic analysis
- Accident summary reports

Imaging Integration

Utilizing Flex's optional Imaging module, users can attach photos to any record for quick reference during an investigation. The agency can capture and archive high-quality digital photos from accident scenes. Additionally, they can print or copy and paste images in a report. Users can attach multiple images to each vehicle record.

Powerful Searching

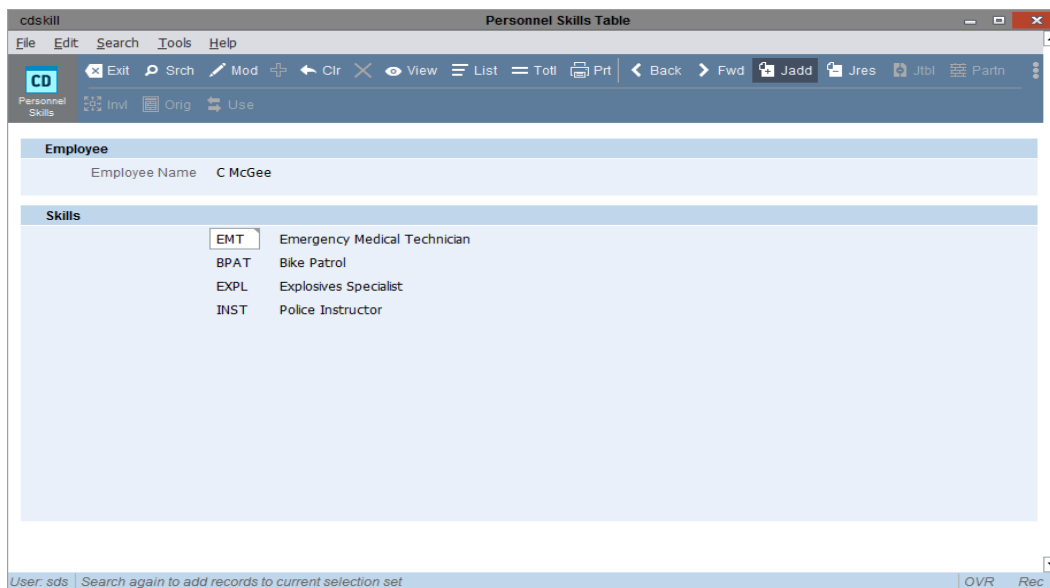
System integration enables users to search multiple record sources at once, providing detailed information on vehicles or persons involved in the same traffic accident or citation.

1.3.10 Personnel Management

The Personnel Management module enables comprehensive employee management. Agencies can store, retrieve, and manage detailed employee information including special skills, medical history, training and certification, positions, attendance, activities, leave time, and overtime. The module also accurately accounts for administrative activities such as commendations and disciplinary actions. The following highlights a few of the system's advanced features that help to simplify personnel management.

Special Skills and CAD Integration

Dispatchers can send the best personnel to a given call by using the Personnel Skill screen to reference any employee's special job skills. Job skills can include foreign language fluency, CPR certifications, or explosives expertise.



Enhance call assignments with special skills references.

Detailed Employee Information

A detailed record for each employee provides users with the ability to efficiently track and update general information, such as the employee's name, address, division, status, and Social Security Number.

The screenshot displays the 'Employee Table' application window. The title bar reads 'Gordon, David L SPD Employee Table'. The menu bar includes 'File', 'Edit', 'Search', 'Tools', and 'Help'. Below the menu bar is a toolbar with icons for 'Exit', 'Srch', 'Mod', 'Add', 'Clr', 'Del', 'View', 'List', 'Totl', 'Prt', 'Back', 'Fwd', 'Jadd', 'Jres', and 'Jtbl'. The main area is titled 'Employee' and contains a form with the following fields:

Employee Num	1	ID Num	101	Badge Num	3422	Image	
Last	Gordon	Fst	David	Mid	L		
Addr	200 S BROADWAY ST			Phone 1	(234)555-8787		
City	Springfield	State	ND	ZIP	79134	Phone 2	(235)555-6789
DL #	37736646	Official Name	D Gordon	Phone 3	(235)555-1212		
Birth Date	09/12/57	Agency	SPD	Date Hired	01/01/70		
SSN	777-88-1111	Division	ADM	Commission	Yes		
Religion	LDS	Station	SPD Substation	Next Eval	01/01/02		
Race	W	Shift	Night	Seniority	08/10/98		
Sex	M	Department	Police	Pay Class	Salaried		
Height	6'02"	Assignment	Supervisor	Emp Class	Full Time		
Weight	250	Rank	Lieutenant	Budget Pos	Yes		
Marriage Dat	04/23/77	Rank Date	08/10/78	Labor Org	No		
Marital Stat	M	Status	Active	Retirement			
Terminated	/ /						
Parents	Mike and Sue Gordon			Phone	(234)555-3211		
Address	100 North Main			Spouse Name	Mary Jane		
City	Aberdeen	State	SD	ZIP	80012	Birth Date	01/01/60
Remarks							

At the bottom of the window, the status bar shows 'User: sds | Search again to add records to current selection set' and 'OVR Rec 1'.

Personnel can track and update detailed employee information.

Personnel Reports

Users can generate easy-to-view personnel reports from a comprehensive menu of options including:

- Identification numbers
- Medical events summaries
- Administrative events summaries
- Pay status and payroll reports
- Training reports
- Leave requests
- Position status and demographics reports
- Workload reports

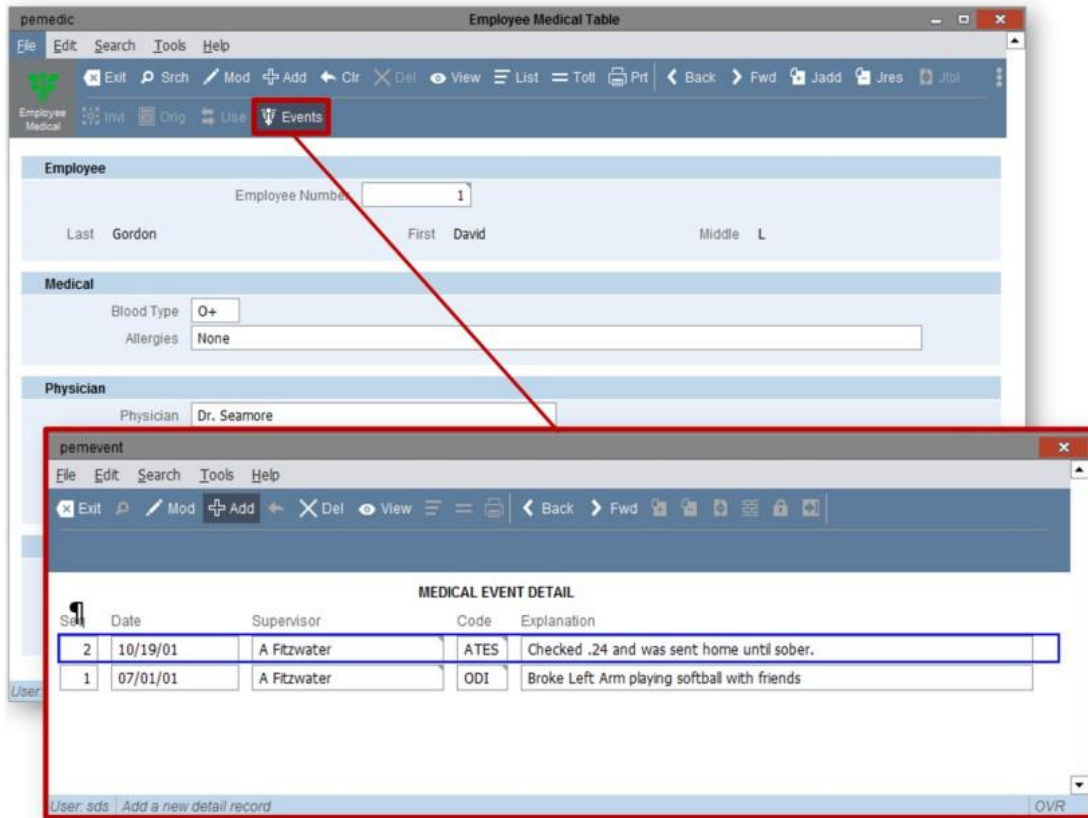
Training Information

Ensure that personnel are equipped with the training to do their jobs safely by monitoring their training portfolios. The system enables users to update and monitor the following training data for individual employees:

- Type of training completed
- Dates and locations
- Cost
- Credit earned

Medical History

The Medical Event detail screen can be used to track employee medical events that occur before and during employment. Detailed records of employee medical history including blood type, allergies, insurance information, and physical information are stored in the system.



Track an employee’s medical history before and during employment with the Medical Table “Events.”

Attendance and Workload Management

Employees can easily enter work activity information into the Employee Workload screen. For each activity performed, employees can enter work dates, start and end times, activity and location codes, a reference number, and comments.

1.3.11 Equipment Maintenance

Flex’s Equipment Maintenance module enables agencies to save money and maintain accountability of equipment by tracking the purchase, condition, location, history, repair, and maintenance of department equipment. This module offers many useful tracking features, a few of which are highlighted below.

Equipment Tracking

Users can add a record for each piece of equipment that the agency wants to track. The agency can then enter the name and quantity of an item, related purchase information, maintenance history, scheduled maintenance, and status history.

Scheduled Maintenance

Flex allows agencies to schedule equipment maintenance to ensure equipment is continually available and operating properly for personnel. Users can track a variety of information including maintenance dates and codes, assigned technicians, estimates, and other pertinent items.

Repair and Maintenance Log

By tracking equipment maintenance, the agency can also ensure the safety of personnel and avoid potential liabilities caused by failures. Users can track and analyze completed repairs and maintenance in order to calculate each agency's operating costs and the value of the agency's equipment.

Pre-formatted Reports

Users can efficiently compile system information into full, easy-to-read reports. Some options include equipment inventory, schedule and maintenance summaries, item status, and parts used.

Equipment and CAD Integration

Dispatchers can locate an agency's resource items in the CAD module. When a dispatcher enters the Resource Inquiry (RI) command in the CAD Status screen, the software searches the Equipment screen to find agency-owned items that match the search criteria.

Equipment and Fleet Integration

The system links the Equipment and Fleet Maintenance modules so users can conveniently find and add agency vehicle information from the Equipment screen.

1.3.12 Fleet Maintenance

Flex's Fleet Maintenance module allows agencies to regulate and preserve vehicle resources, accurately determine fleet costs, and determine ongoing budgeting details. Users can log licensing, maintenance, repair, mileage, fuel consumption, identification, and unit assignment information for all fleet vehicles. A few of the system's features that help effectively manage fleet resources are described below.

The screenshot displays the Motorola Flex software interface for equipment management. The main window is titled 'Equipment Table' and contains two primary sections: 'Equipment' and 'Status History'.

Equipment Section:

- Item Number: 1
- Item Name: Handgun
- Item Type: WEAP
- Size: .45 Cal
- Cost: 600.00
- Warranty: 90 Days
- Purchase Date: 07/01/01
- Manufacturer: Smith & Wesson
- ID Number: 0922838
- Vendor: Trader's Den
- Days: 90
- Prev Maintc: 10/10/01, 09/10/01, 08/10/01, 07/10/01
- Next Maintc: 13:00:00 12/30/01
- Code: INSP, SERV
- Comment: Standard Issued Weapon

Status History Section:

- Date: 10:00:00 09/15/01
- Status: INSRV
- Officer: A Fitzwater
- Vehicle: 2
- Location: (empty)
- Unit: F104
- Station: SPD HQ
- Division: PAT
- Zone: LC
- Agency: SPD
- Condition: Excellent
- History Records: 6
- Comment: Weapon issued to B Fife - from A Fitzwater

The interface includes a menu bar (File, Edit, Search, Reports, Tools, Help) and a toolbar with various icons for navigation and actions. The status bar at the bottom shows 'User: sds' and 'INS Rec 1'.

Agencies can efficiently manage the state of equipment directly from the Flex system.

Scheduled Maintenance

The scheduled maintenance feature enables users to schedule required vehicle services, ensuring all vehicles are in top condition. Users can record a comprehensive history of vehicle services including the date, mileage, and type of service. The software captures the date and time the maintenance was performed, the next scheduled maintenance mileage/date, and the responsible individual. Reports can be displayed or printed to outline the maintenance performed, and all maintenance for the life of the vehicle.

Detailed Gas Mileage Summaries

Agencies can track fuel consumption and mileage records to prepare effective fuel budgets. The software automatically calculates the vehicle's mileage, and enables users to include:

- Date
- Current odometer reading
- Quantity of oil or fuel added
- Total cost

Accurate Repair Records

These reports are critical to accurately tracking fleet vehicles. Users can access and manage detailed repair records for each fleet vehicle, and generate reports that detail repair information including the total price, part codes, quantity, and parts and labor.

The screenshot displays the 'Fleet Vehicle Table' window in the Flex software. The interface is organized into several sections:

- Fleet Vehicle:** Contains fields for Vehicle Number (1), Vehicle Kind (LES), License Plate (040ADB), Year (2000), Make (MERZ), VIN (00-23888477b9970), Model (4 DR), and Color (BLK).
- Information:** Contains fields for Date Acquired (07/01/01), Purchase Cost (45000.00), Disposal Date (/ /), Disposal Value (0.00), Station Assgnd (SPD), Officer (A Fitzwater), Division (ADM), Total Fuel Used (130.00), Purchased From (Henry Ford's Cars), Useful Life (0 months), Proceeds (0.00), Disposition (Active Administrations), Inspection Month (1), Registration Month (1), Beginning Odometer (2500.0), Average MPG (26.92), Last Regular Maint/Fillup (09/05/02), Last Completed Repairs (10/15/01), Next Scheduled Maint Miles (9000.0), Next Scheduled Maint Date (11:00:00 11/01/01), Odometer (6000.0), and two entries for Desc: Repair Right Front Fender and Service Oil and Lube.
- Comments:** A text box containing the comment: 'This vehicle was provided courteous of a local drug dealer'.

At the bottom of the window, the status bar shows 'User: sds | Search again to add records to current selection set | INS Rec 1'.

Flex's Fleet Maintenance module captures detailed fleet information.

1.3.13 Inventory Management

The Inventory Management module simplifies the process of monitoring and replenishing inventory with accurate accounting of supplies. Automatic balance updates, complete supplier information, and concise, pre-formatted reports provide the information agencies need for proper inventory control. These features, described below, are just some of the functionality provided to simplify inventory management. Additionally, this module integrates with our jail management solution to provide the same superior functionality for jails.

Supply Maintenance

The application allows users to ensure that proper supplies are on hand at any given time by viewing an item's balance, re-order point, and full stock quantity. The system displays item status in an easy-to-read, organized format, and the software intuitively generates a purchase order for each item when the quantity reaches the reorder point.

Supplier Tracking

Users can access a comprehensive history of orders to track supplier fulfillment and compare the promptness, completeness, and costs of each supplier to make informed purchasing decisions. Additionally, users can store each supplier's contact information and ordering instructions.

Preformatted Reports

Extensive reporting options help users create accurate inventory reports. The easy-to-read reports help compile the statistical data needed to efficiently manage inventory. Users can conveniently view reports such as:

- Supplier Summary
- Orders Pending
- Item Cost Summary

1.3.14 Clery Reporting

The Flex Clery Reporting module allows agencies to compile crime data in Flex for submission to the Department of Education. With this module, agencies can quickly identify and track Clery-reportable offenses without moving over to another system. During setup, administrators can indicate which locations and offenses need to be flagged as Clery incidents. This ensures that all pertinent information will be at your users' fingertips and decreases the chance of important information being lost along the way.

Robust Auditing Tools

The Clery Reporting module includes audit tools to help supervisors easily identify Clery-reportable incidents and make modifications or corrections. The system will mark or highlight missing fields or incidents that need to be included in the report. This helps decrease the chance of an agency submitting an incomplete report and subsequent fines.

Daily Logs

Agency personnel need to produce a daily crime and fire log that includes Clery-reportable incidents. The module generates the Clery data personnel need to complete their daily log in a format that makes sense for them. The system allows users to export the information so that it can be printed or published on a website.

Quick Reports

The Clery Reporting module streamlines the process of creating an annual safety report for personnel. The system generates all the data that is required by the Clery Act and allows users to export it in the format that works best for their process.

Mapping Integration

The Clery Reporting module's seamless integration with Esri mapping makes it easy to automatically identify Clery locations. This streamlines the process for users and gives a visual representation of Clery incidents within the region.

1.4 Flex Mobile CAD Data Computing Solution Description

1.4.1 Mobile Voiceless CAD

The Flex Mobile Voiceless CAD module allows field personnel to access accurate, real-time call information from their laptop computers, preserving radio channels for other critical communication during urgent situations. The module also enables personnel to quickly:

- Update their status
- Add and view call comments
- Access radio logs and incident information without burdening dispatchers



Voiceless dispatch facilitates safe and efficient response.

The following is an overview of key features:

Mobile Access to Call Information

The Flex Mobile Voiceless CAD module allows users to access information about a call's address, nature, and any additional comments as they are entered by dispatchers. The software frees up radio frequencies for high-priority calls and eliminates the potential for misheard information, or interrupted communications. Using Mobile Voiceless CAD also prevents others from monitoring your communications over an unsecure radio channel.

Status Updates and Call Comments

Users can update the status of a call or unit directly from their laptop, saving valuable time and eliminating the need to notify dispatchers via radio every time a situation changes. Users can also add comments to a call, and view new comments using the Mobile Voiceless CAD module. The ability to view call comments from the field provides users with critical access to important details, alerts, and tactical updates during critical situations.

Efficient Radio Logs

Keep accurate radio logs for federal, state, or department records using Flex's Mobile Voiceless CAD module. The module automatically tracks response times and status updates, eliminating the need to request a radio log history from dispatchers.

1.4.2 Mobile Mapping AVL & Mapping

The Mobile AVL module uses advanced technology to track the location of all fleet units through Global Positioning System (GPS) receivers, providing dispatchers with optimal situational awareness when dispatching calls and allocating resources. To view this information, Flex Mobile supports a variety of GPS devices. The following summarizes several of the advantages offered:

Mapping

Users can view the following from the AVL map:

- Location
- Status
- Contact information of responding units
- Quickest route to a call
- Building schematics
- Live camera feeds

Flex's Mobile AVL Mapping module also enables personnel in the field to access critical call information and a map from a single screen. Alongside the map, they can access:

- Addresses
- Cross streets
- Hazards
- Updated call comments
- Responding units
- Weather
- Premises and HazMat information

Mapping Tools

This powerful functionality allows users to view call and officer locations, and receive turn-by-turn driving directions to improve response times. Users have the ability to easily:

- Search by X and Y coordinates
- Calculate the distance between calls with a measuring tool
- Hyperlink a website or photo to a call

Real-Time Unit Tracking

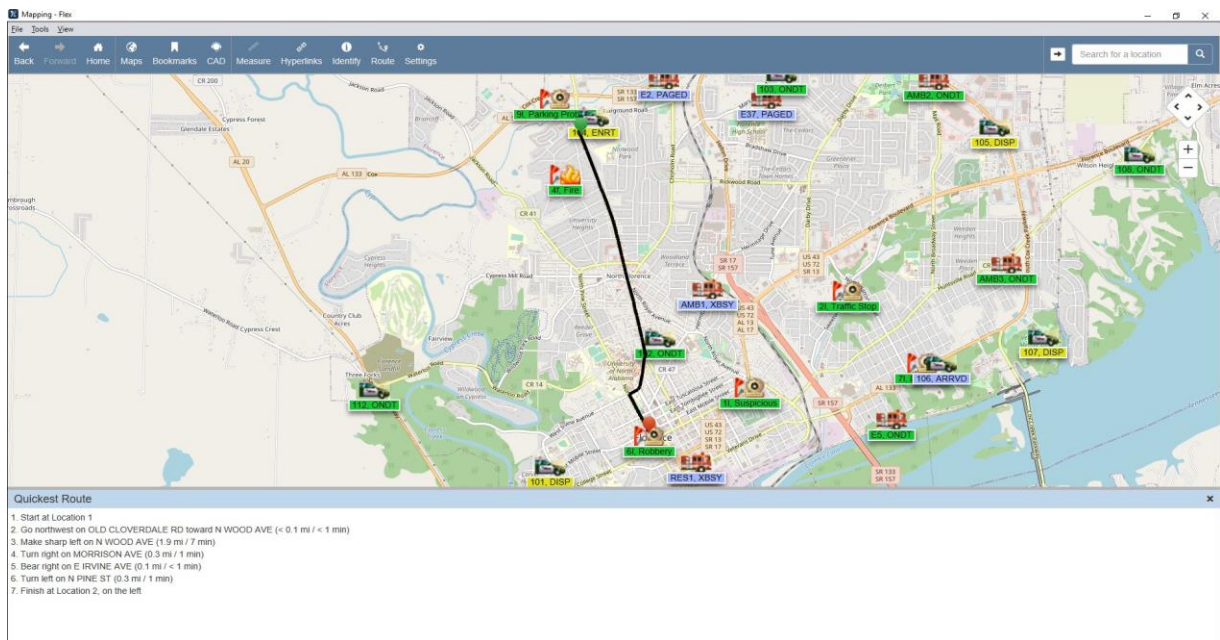
Knowing unit location in relation to an active CAD call enables users to quickly dispatch backup or provide further instruction. The AVL Mapping module allows CAD to display the real-time location of all AVL-equipped units. The software displays:

- Status
- Active call
- Assigned zone and agency
- Current location
- Most recent radio log entry

Direct AVL

Direct AVL shows users the location of a unit the instant the vehicle is started, and its transmitter begins sending pulses. This information is sent directly to the agency using a combined GPS transmitter and wireless modem. Dispatchers can view the unit's real-time movements on the CAD map.

Flex's AVL



Mapping technology supports efficient and accurate unit response.

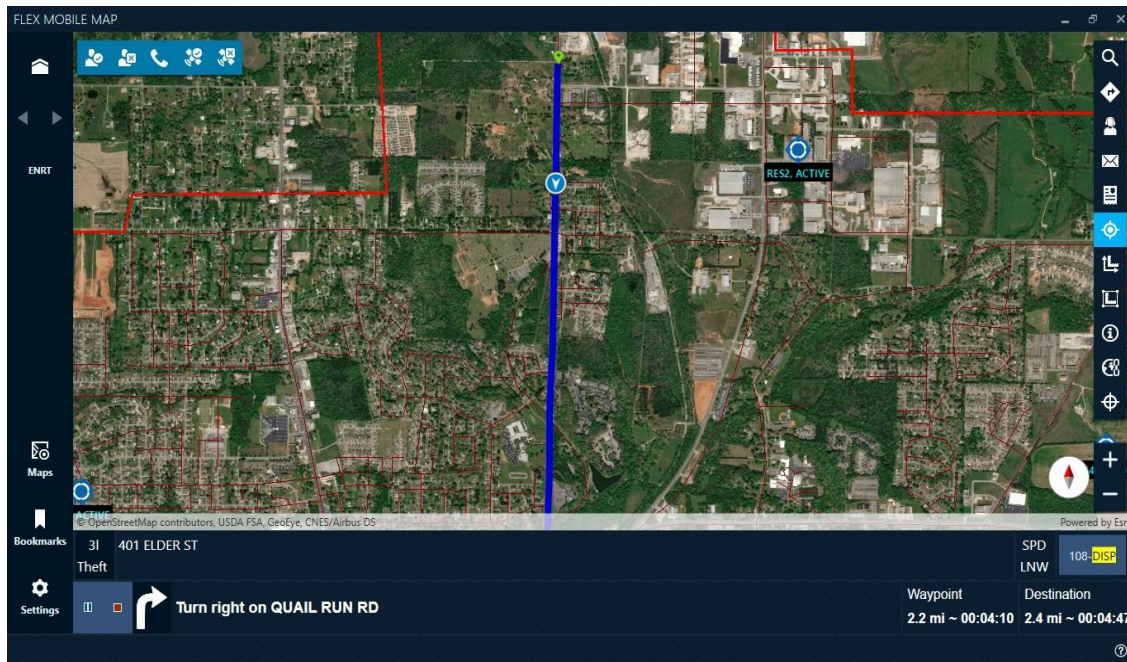
Indirect AVL

Indirect AVL enables users to view the unit's movements on the CAD map. It uses a wireless modem to receive real-time location information from a GPS transmitter connected to a mobile laptop computer. The GPS data, with other information from the laptop, is then transmitted to the agency's dispatch center.

Quickest Route

Dispatchers can use Flex's Quickest Route feature to determine the active unit with the fastest route to an incident, greatly reducing response time. Based on a unit's current location, the Quickest Route module calculates the total drive time to reach a call, and allows users to view the ideal route and driving directions. This feature takes into account the agency's local street network, while recognizing

barriers such as rivers, canyons, and limited-access highways, enabling dispatchers to minimize time-consuming obstacles for responding units. In addition to proximity calculations, it computes actual drive time to determine which unit can respond first.



The Quickest Route helps dispatchers view the ideal route and directions based on unit location.

1.4.4 Flex Touch

The Flex system enables personnel to have full access to the information they need on the go. With the Flex Touch interface, users can access records and images, search for data within the local database, view dispatch information, receive call assignments, and update unit status from a mobile device like a smart phone or tablet.

Flex Touch is compatible with most major smart phones, including Android, iPhone, and systems. It can also be used on an iPad or a desktop computer, allowing personnel to take full advantage of crisp, high-resolution navigation through maps and other mobile data. Below are several of the key advantages:

Real-Time Call Updates

Calls are color-coded by status, allowing users to quickly see whether officers have arrived on the scene and if a unit's timer has expired. Users can view all active calls, the nature of the call, address, and any assigned units. Users can also view call comments and enter their own comments from the mobile device.

User-Friendly Interface

The Flex Touch interface is designed for convenient click or touch-screen navigation from a mobile digital device. Touch utilizes the same login information as the main Flex system, streamlining access to important data. Images appear on the screen as thumbnails, and can be viewed in full screen by touching or clicking on the image. Flex has configured the images for mobile digital device screens to conserve bandwidth for faster downloads. Phone numbers are automatically formatted as links so that users can direct-dial them from a device, and users can also send emails with links to a record.

Field Searching

The application helps provide redundancy in data access, enhance officer safety, and provide users with access to a wide range of information in the field. Flex Touch supports wildcard searching; if a search yields no results, secondary search rules are used to match a possible record. For example, if a name search yields no results, the software searches for a matching social security or driver license number. The application displays records with warrants or alerts in red, enabling the responding officer to be prepared for any possible situation. Additionally, users can search the agency database for names, property, vehicles, and incidents.

Data Partitioning

The partitioning feature protects sensitive data by allowing users in the field to only see records that they are authorized to view. The application obeys the partitioning rules already in place in the Flex system.

Integration with Google Maps

A Google map automatically opens when an address is selected in the Flex Touch application. Users can see the current address, destination, traffic information, and turn-by-turn directions.

1.4.5 Quickest Route

Summary

The Flex Quickest Route module allows an agency to route units based on shortest drive time. This enables dispatch to recommend the closest unit and allows individual units to map the quickest route to a destination. Dispatchers and mobile users also have the ability to query for directions using the Quickest Route module.

Feature List

- Find the quickest route between two locations in the CAD and Mobile maps
- Automatically display the quickest route for a responder in the mobile map when assigned to an incident
- Automatically recalculate a route for a responder that deviates from the current route
- Create and manage barriers using the CAD map
- Incorporate quickest drive time into unit recommendations in CAD

Requirements

General

- Expertise working with ArcGIS and Network Analyst extension
- A functioning network dataset created from the agency's map

Hardware

Hardware	Model	Vendor/ Company	Support	Notes
GIS Server				Dedicated machine that meets the system requirements for ArcGIS Enterprise. See ESRI's website for these requirements.

Software

Software	Version	Vendor / Company	Notes
Flex CAD, Flex Mobile	Version 2018.3 or later	Motorola Solutions, Inc.	
ArcGIS Desktop with Network Analyst Extension	Version 10.5 or later	ESRI	Used to build and maintain the network dataset that is used to perform routing analysis.
ArcGIS Enterprise with Network Analyst Extension	Version 10.5 or later	Motorola Solutions, Inc.	Use to publish the routing service that Flex uses.
CAD Mapping	Version 2018.3 or later	Motorola Solutions, Inc.	Flex CAD Mapping and/or Mobile Mapping license.

1.4.6 Mobile Premises & HazMat

Summary

Be prepared for a variety of disaster scenarios with field access to data on the location, type, and container size of hazardous materials stored in your jurisdiction as well as detailed premises information such as number of floors, responsible agencies, and physical descriptions. The National Oceanic and Atmospheric Administration (NOAA) CAMEO database offers information on more than 4,000 chemicals, including recommended handling instructions, first-aid responses, and protective clothing. Proximate population information helps you organize warnings and evacuations.

Feature List

- Maintaining Premises Data
- CAD and GIS Integration
- Proximate Populations
- CAMEO® Chemical Database
- HazMat Response

1.5 Flex Mobile RMS Data Computing Solution Description

1.5.1 Mobile Records

The Flex Mobile Records module empowers personnel with universal data access. Convenient field narratives and image display options provide the necessary tools to effectively manage records from the field. Mobile personnel can also search for records in multiple places without leaving the vehicle or requesting dispatch assistance. Searchable databases include:

- Local databases
- Flex and non-Flex databases (requires the InSight Interface)
- State databases (requires the Mobile StateLink Interface)
- National databases (requires the Mobile StateLink Interface)

The following highlights several key advantages:

Local RMS Queries

Mobile Records combines speed with flexibility. Users have the ability to search for names, vehicles, incidents, property, and wanted persons. These queries provide comprehensive search results from local, state, and national databases, with the ability to encrypt state and national query responses for use with third-party citation and crash programs.

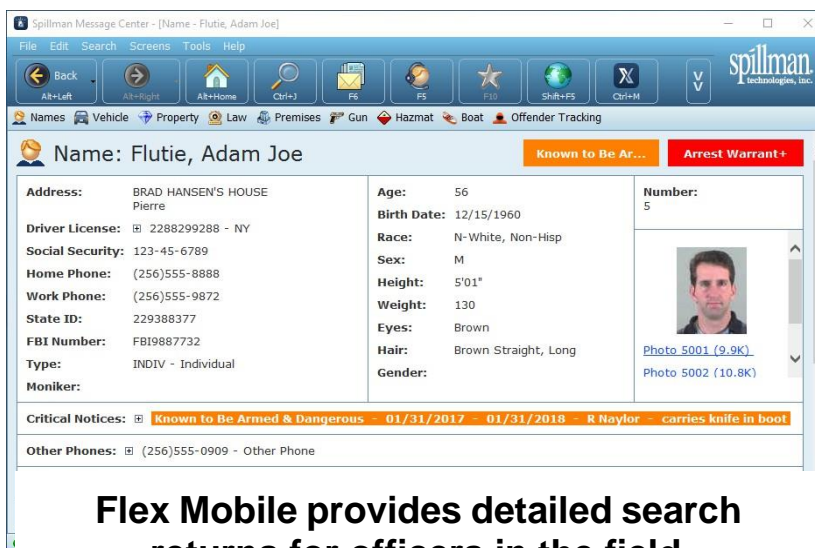
Additionally, a drop-down menu provides officers with more detailed fields to perform enhanced searching. Once the user has submitted his or her search criteria, a list of matching records appears in the returns folder of the Mobile Message Center.

Image Display

The system's image display function helps field personnel identify suspects and verify criminal histories. While viewing a record, all associated images related to that record are available, including mug shots or photos of vehicles and property. Images first appear in thumbnail size, but they can also be expanded to full-size.

Field Narratives

Users can enter field narratives into the system directly from the vehicle. This saves valuable time and improves record details. Each user can view, add, and append narrative information or supplemental narratives directly from the Law Incident screen. Additionally, field officers have the flexibility to enter an



unlimited number of supplemental narratives for witness statements and other follow-up activities. For routine narrative entries, the system allows users to easily define templates for precise information gathering.

Users can view additional Involvements information by expanding the record using the plus (+) sign.

1.5.2 Mobile Field Report with Field Interview

The screenshot displays the Motorola Flex mobile application interface for a 'Law: Burglary' report. The interface is organized into several sections:

- Header:** 'Law: Burglary' title and navigation icons.
- Metadata:** 'When Reported: 10:26:52 10/26/2001', 'Address: 121 DAVIS CT, Springfield, ND 58134', 'Area: 1AW - Law North West Zone', 'Agency: SPD', 'Officer: B Pratt', 'Contact: Sharon', 'Dispatch: CAL, 10/26/2001'.
- Complainant:** 'Name: Wirbel, Sharon Q', 'Address: 121 DAVIS CT, Springfield, ND 58134', 'Race: W', 'Sex: F', 'Phone: (734)555-9012', 'Birth Date: 08/01/1961'.
- Incident #:** 0110-0001, with a photo of a badge.
- Other Information:** 'Circumstances: Residence or Home', 'Modus Operandi: Method of Entry - Forced the Door', 'Narrative: Springfield City Police Department', 'Supplements: 1 - Supplemental Report #1 - 08:00:00 10/26/2001 - C Christensen', 'Radio Logs: 10:22:05 07/24/2007 - DMFT', 'Involvements: Wanted Person - 10/26/2001 - Burglary - Originated by', 'Approval History: COMPLET - 1, HAUER - B Pratt - A FALLER - 10:27:02 04/20/2008', 'Files: 1 Files'.

Summary

Conduct field interviews and record data from your vehicle. Large fields and drop-down menus are easy to navigate using either a touch-screen monitor or a keyboard and mouse. Forms can be customized with your agency's name, graphics, and a report title. Save time and prevent mistakes using drop-down lists of prefilled data wherever possible. Forms attach to Flex records for viewing, editing, and printing, and they system automatically searches for matching records before storing the information and routing electronically for approval. Add an unlimited number of people, vehicles, property, associated details, and narratives, and add your own custom fields.

Feature List

- Customizable Look and Feel
- Integrated Incident Record Submission
- On-scene Reporting and Validation
- Simple Narrative Writing Features

1.5.3 Driver License Scanning

Data gathered from a driver license can be used to efficiently conduct database searches and complete field reports, enhancing investigative abilities and officer safety. Flex's Driver License Scanning module gives officers the ability to populate Mobile search screens by scanning a driver license. Additionally, scanning the license will also automatically query the local, state, and national databases. Information drawn from scanning the license includes:

- Name
- Date of birth
- Address
- Race
- Gender
- Driver license ID number

Automated, Accurate Data Entry

When personnel scan a license, the Driver License Scanning module automatically populates the appropriate fields on the Mobile search screen with the driver's information. Driver license data can be used to populate the Mobile Law Form, Mobile Accident Form, Mobile Citation Form, and Law Field Interview Form (each form sold separately), reducing redundant data entry and saving officers and personnel time in the field.

Customizable Searching

The Flex Driver License Scanning module can be programmed to conduct searches in local, state, and/or national databases when a license is scanned. Officers can use the information returned from those searches to:

- Determine if the license is valid
- Check for outstanding warrants
- Confirm if the vehicle is stolen
- View criminal history information
- View previous incidents involving people or vehicles

Dual Scanning Capability

Officers can gather information by scanning both magnetic strip and barcoded licenses where available, preventing agencies from creating redundant processes for the same action. Because the module adheres to American Administration of Motor Vehicle Administrators (AAMVA) standards, it has access to information on multiple licenses from across the nation. Its access extends to 20 states and entities that use magnetic strip licenses, and 52 states and entities that use barcode licenses.

1.5.4 Mobile Arrest Form

Flex's Mobile Arrest form is integrated with the Mobile Field Report and is completed as part of a related incident record. The Arrest form can be finalized and saved prior to completing the Field Report. The following is an overview of key features:

Automated Data Entry

Automated data entry enables patrol officers to quickly fill out multiple form fields using search results obtained from a name or vehicle query. Users can pre-fill forms with information from the Flex database

by querying the Flex Mobile StateLink product, or by scanning a driver license barcode or magnetic strip.

Integration

Forms are automatically attached to the Flex record where they can be viewed, edited, or printed. The system also conducts an automatic search for matching name and vehicle records. New records are created if needed, and Involvements® are generated between associated records.

Customizable Fields

The Flex Automated Field Reporting modules enable patrol officers to add an unlimited number of people, vehicles, property, and their associated details. Narrative fields have no set length, allowing officers to add as much or as little text as needed.

Field Narratives

Officers can enter narratives, including probable cause statements, into the system directly from the vehicle, saving time and improving records details. They can add, view, and append supplemental narratives or narrative information directly from the Law Incident screen. The text editor displays the appropriate prompts for the selected template as users type the narrative information. Spell check and time stamping are also included.

Data Integrity

Flex helps prevent mistakes caused by incorrectly typed entries with drop-down lists. The system also ensures that important data is collected by requiring users to enter data in specified fields before saving the form.

1.5.5 Mobile State and National Queries

Use a state connection to search state and national databases for name, vehicle, property, guns, and wanted person records as well as available images. Users can perform state and federal searches simultaneously with one query while using the local RMS query feature to search local database information. Returns are delivered audibly as well as with visual highlights, including any alerts on records containing warnings.

Feature List

- State and National Database Queries
- Transaction Recall
- CAD Integration
- Mobile Integration
- Multiple Response Destinations
- Alerts
- Voice and Highlighting

Note that this module requires the StateLink Interface.

1.6 Interfaces and Data Conversion

1.6.1 InSight

Agencies can enhance their data sharing initiatives by performing secure, real-time queries of local agency records. The Flex InSight module enables agencies to collaborate effectively, regardless of whether they are using Flex or a non-Flex information database. Through a multi-system, multi-jurisdictional data sharing broker, users are able to run real-time queries on the databases of participating agencies for:

- Names
- Associated images
- Vehicles
- Property information
- Other records

Strong Security

Agencies receive all the benefits of advanced information sharing, while maintaining the highest level of data security. InSight supports simultaneous, multi-agency returns with one search, and incorporates the Global Justice XML Data Model (GJXDM) and advanced data encryption and user-defined privileges.

The InSight model allows each agency to search for information outside its jurisdiction and receive critical returns. Data is protected through user-defined security privileges and 192-bit encryption – the established standard for the public safety industry. When several counties or regions want to share information, multiple InSight brokers can be connected.

XML Framework

InSight incorporates the Global Justice XML Data Model. The XML-based framework of appropriate federal specifications allows justice and public safety agencies to share information at all levels. Using XML, Flex provides the power needed to share mission-critical data among other law enforcement agencies, regardless of vendor and without costly interfaces.

Powerful Searching

Information such as arrest warrants, history of driving under the influence, or assaulting officers can be critical to a field officer's safety. Without leaving the patrol car, picking up the radio, or going back to the office, personnel can utilize InSight to search their own agency data and that of other jurisdictions. Users can even create subscriptions for searches, alerting them when other users are searching for the same record.

For example, an investigator can receive notification if another user is searching the system for the same name record, thereby assisting in the investigation of a suspect. Sample return information includes the following:

Sample Return Information			
Name Search	Vehicle Search	Property Search	Jail Search
First Name	License Plate Number	Item Name	Name

Sample Return Information			
Last Name	State	Recovered Date	Physical Descriptions
Street Address	Registration Exp. Date	Item Value	Arrest Date
Telephone	Year	Year	Arresting Agency/Officer
SSN	Make	Brand	Location of Arrest
Height	Model	Model	Disposition
Gender	Color	Serial Number	Age of Arrest
Hair Color	Owner	Color	Arrest Type
Eye Color	Agency Code	Owner	Location Code
Ethnic Group	Responding Officer	Responsible Officer	Circumstances
Photograph	Photograph	Photograph	Arrest Comments
Alerts & Involvements	Alerts & Involvements	Alerts & Involvements	Offense Details

When InSight sends data back, the program labels the name of the agencies from which the return came, along with a link giving access to additional information on a person, vehicle, or property item. InSight is a browser-based application and has been designed to work over slower connections. It can also be fully utilized in Mobile environments as needed. With InSight, users can also see related involvements on the record

1.6.2 Data Conversion

Purchasing and implementing a new Flex system often requires a migration from your agency’s previous vendor’s database to your new Flex server. Depending on how long your agency had been using your previous system, this can mean moving away from years’ or even decades’ worth of public safety data about your community, and into a brand new and empty database. Our data conversion process is designed to quickly and efficiently transfer your agency’s wealth of information to a new database, where it can be accessed and utilized more efficiently.

We recommend that agencies convert their data as soon as possible after adopting a new system in order to minimize the amount of data re-entry personnel have to complete, and the number of times they have to log in to multiple databases, to search for information.

Data Conversion Process

When it comes to the actual data conversion process, there are different options as far as what you can convert, and where you can convert it to. Before the conversion process begins, your agency will work with your Flex sales representative and a data conversion specialist to evaluate the quality of your data, and the most appropriate conversion option to pursue.

Secondary Flex Database Conversion (Included in Quote)

Data Location – Our customers have the option to convert all legacy data into a dedicated reference Flex database. Following this full conversion, legacy data will be accessed by selecting the reference database, as opposed to the live database, when logging in to Flex. Reports run in the live system will not include legacy data; however, users can search data against the reference database, and copy information over into the live database. The risk imposed by duplicate legacy data is notably lessened with this conversion option, as legacy data is not comingled in the same live environment.

Required Preparation – In order to accomplish an effective full data conversion, fields need to be mapped, duplicate legacy data needs to be cleaned or merged, and some free text data will need to be made uniform. Preparation of this type requires extensive effort and time on the part of the agency, and Motorola Solutions.

Module Breakdown

Mountain Home Police Department

- Flex Integrated HUB Bundle
 - Active Directory Integration
 - Imaging Software
 - Flex Insight
 - Data Replication
 - Idaho Statelink
 - SWET Citation Interface
 - Learning Experience Portal Licenses (online, self guided training)
- CAD
 - Flex CAD Software
- Mobile
 - Mobile Voiceless CAD
 - Mobile Records
 - Mobile Quickest Route
 - Mobile State and National Queries
 - Mobile AVL and Mapping
 - Mobile Arrest Forms
 - Mobile Drivers license Scanning
 - Mobile Field Report with Field Interview
 - Mobile Premise and Hazmat
- Mobile Handheld
 - Flex Touch Mobile Application (Android/iOS)
- RMS
 - FLEX LAW Records
 - Evidence Management
 - Evidence Barcode and Auditing
 - Equipment Maintenance
 - IBR Software
 - Inventory Management
 - Fleet Maintenance
 - Vehicle Impound Software
 - Personnel Management
 - Clery Reporting
 - Pin Mapping
 - Licenses and Permits
 - Offender Tracking
 - Traffic Information
- Equipment
 - Zebra ZD421 Printer
 - Memor 11 Evidence Bundle Kit
- Data Conversion

- System data conversion from legacy software
- Secondary Database Conversion

Mountain Home Fire Department

- Flex Integrated HUB Bundle
 - Learning Experience Portal Licenses (online, self guided training)
- Handheld
 - Flex Touch Application

Section 2

Proposal Pricing

Mountain Home Police Department

Proposal Item Description	Price
Software	
HUB, CAD, RMS, Mobile Bundle (site license)	\$119,248
Hardware / Data Conversion	
Evidence Barcode Scanner Bundle	\$2,426
Data Conversion	\$60,000
Year 1 Total (Maintenance Included)	\$181,674

Mountain Home Police Department - Maintenance Pricing Table

Proposal Item Description	Price
Year 1	Warranty
Year 2	\$11,308
Year 3	\$11,308
Year 4	\$11,308
Year 5	\$11,308
System Grand Total Years 1 - 5	\$226,906

Motorola Lease Sample Payment Schedule

5 Year Lease Option	Total	Annual Payment
5 Year Lease (1st Yr Maintenance Included)	\$ 181,674	\$ 43,512
5 Year Maintenance Total (4 Additional Yrs)	\$ 45,231	\$ 11,308
Total Contract	\$ 226,905	\$ 54,820

5 Year Lease Payment Summary	Lease Amount	Maintenance (Not Included in Lease)	Combined Annual Payment
Year 1 (During Implementation)	\$ -	\$ -	\$ -
Year 2	\$ 43,512	\$ 11,308	\$ 54,820
Year 3	\$ 43,512	\$ 11,308	\$ 54,820
Year 4	\$ 43,512	\$ 11,308	\$ 54,820
Year 5	\$ 43,512	\$ 11,308	\$ 54,820
Year 6	\$ 43,512	\$ 11,308	\$ 54,820

*Leasing rates are valid within 30 days of the date of this proposal

2.1 Payment Milestones

For the System purchase financed through Motorola, please refer to the payment schedule included in the Equipment Lease-Purchase Agreement

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

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

Maintenance payments:

Year 2- \$11,308

Year 3- \$11,308

Year 4- \$11,308

Year 5- \$11,308

Section 3

Attachments

Motorola has provided attachments to this proposal on the following pages, and they are intended to be incorporated as a part of this proposal. These attachments may include, but are not limited to: interface descriptions, data conversion information, brochures, or other description documentation.

Flex Statement of Work

1.1 Introduction

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

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

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

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

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

1.2 Award, Administration, and Project Initiation

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

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

Motorola utilizes Google Meet as its teleconference tool. If Customer desires a different teleconference tool, it may provide a mutually agreeable alternate tool at Customer expense.

1.3 Project Terms

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of Motorola and the Customer.

Project Management Plan is composed of the Communications Management Plan, Risk Management Plan, and Change Management Plan that provide the criteria for managing those tasks within the project.

1.4 Aerial Imagery

The Motorola Flex product possesses the capability of including orthophotographic imagery (sometimes referred to as aerial imagery) when published as an ArcGIS Server map service. Motorola will demonstrate how a map service URL can be added to the Flex mapping configuration for use in the CAD and Mobile map display. Customer is responsible for map service creation and publishing.

Motorola is not responsible for acquiring, processing, ortho-correcting, or distributing the imagery or the data contained therein. It is the sole responsibility of the Customer to maintain this data and to work with the air photo vendor to make any changes or corrections. Customer may obtain Esri guidance on map service uses and functionality on the Esri website (Go to <https://enterprise.arcgis.com>, search ArcGIS Server, go to current release version and reference "What is a map service?" for service explanation and publishing guidance.)

Publishing of map services including imagery on the dedicated Flex GIS server is only permissible when publishing as a dynamic map service. Publishing of map services using tile caching is not supported on the dedicated Flex GIS server. If Customer chooses to use map services with tile caching, a separate standalone GIS server (virtual or physical) will need to be provided and installed by Customer.* Motorola does not provide for deployment or support assistance of map services including imagery beyond demonstrating how to add the map service URL in the Flex mapping configuration page.

*Additional GIS server machines must have ArcGIS Server Standard installed and licensed. License(s) for ArcGIS applications are the sole responsibility of the Customer. ArcGIS Server Standard (OEM) is only for use on the dedicated Flex GIS server, Motorola and Esri licensing agreements do not permit the use of the Motorola sourced ArcGIS Server Standard license to be authorized on any other machine than the dedicated Flex GIS server and disaster recovery server (when purchased through Motorola).

1.5 Completion Criteria

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

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

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

1.5.1 Subscription Service Period

If the contracted system includes a subscription-based solution; the subscription service period will begin upon Customer's receipt of credentials required for access unless mutually agreed otherwise by project change order. Customer will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

1.6 Project Roles and Responsibilities Overview

1.6.1 Motorola Project Roles and Responsibilities

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

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

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

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

Motorola Project Manager

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

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
- Provide timely responses to issues related to project progress.

Application Specialist

The Motorola resource will work with the Customer project team with system provisioning. The Application Specialist's responsibilities will include:

- Provide provisioning training and guidance to the Customer to set up, operate, and maintain the system.
- Provide support during the transition to live use operations of the Flex system.

Flex Training Specialist

The Flex Training Specialist provides instruction on the Flex software application. The Flex Training Specialist responsibilities include:

- Teaching and instructing agency end users and staff on the use and operating methods of Flex software products and services.
- Conducting onsite and/or virtual training of Motorola Flex software modules.
- Presenting training using a variety of classroom training methods, including lecture, online projection, live demonstration, etc.
- Maintaining communication with the Project Manager, Application Specialist, and agency contact(s) related to the training plan.

Solution Specialist

The Solution Specialist is responsible for influencing and driving optimal outcomes of the software solution. Specific responsibilities include the following:

- Consulting with Customer on objectives and guiding best practice adoption.
- Driving early engagement of key project stakeholders to understand end-to-end workflows affecting outcomes.
- Providing training expertise that addresses Customer's unique needs, objectives, and requirements.

GIS Specialist

The Motorola GIS Specialist specializes in geographical information technology. Responsibilities of the Motorola GIS Specialist include the following:

- Perform the GIS analysis on the Customer-supplied GIS source data.
- Provide the results of the GIS analysis based on the requirements of the Motorola GIS Build Requirements document to include:
 - Geocoding Data.
 - Centerlines to support Routing.
 - Response Area Polygons.
- Offer consultation services for the conversion of Customer GIS source data for Motorola use.
- Provide instruction on the use of GIS as it pertains to the Motorola system.

Solutions Architect

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

- Confirmation that the delivered technical elements meet contracted requirements.
- The delivery of interfaces and integrations between Motorola products.
- Remain engaged throughout the duration of the delivery.

Customer Success Advocate

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

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

Customer Support Services Team

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

1.6.2 Customer Core Team, Project Roles, and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. Motorola has defined the following key resources that are critical to this project and must participate in all the activities further defined in this Statement of Work. During the Project Planning phase, the Customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project and drive change and user adoption. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event the Customer is unable to provide the roles identified in this section Motorola may be able to supplement Customer resources at an additional price.

Project Manager

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

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

System Administrator

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

System Application Administrator (SAA)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Business Process Review (BPR) stage of the project. They will attend provisioning and training events and remain engaged throughout the project to ensure they are able to maintain the provisioning post Customer Provisioning handoff. For solutions that consist of multiple Motorola products (e.g. CAD and Records) the Customer may elect to have multiple Application Administrators. The Application Administrator's responsibilities include:

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

GIS Administrator

The GIS Administrator is responsible for the development and maintenance of all the GIS data used in the Motorola system. The GIS Administrator must have a working knowledge of Esri software including ArcDesktop and ArcPro. Administrator proficiency with model builder, toolbox tools, Network Analyst, and general database structures is key to the GIS Administrators ability to manage the GIS needs of the Motorola system. Duties for this resource include: providing data in the correct schema; developing, maintaining and updating GIS data; support the GIS elements used in Motorola software; keep in regular communication with the other administrative resources.

Subject Matter Experts

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

IT Personnel

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

Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are the Customer's training monitors.

Additional Resources

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

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

1.6.3 General Customer Responsibilities

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

- All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third-party systems the Customer operates which will be interfaced to as part of this project. For those third-party systems, the Customer is responsible for providing Application Programming Interface (API) documentation that details the integration process for the level of interface integration defined by Motorola.
- Initiate, coordinate, and facilitate communication between Motorola and Customer's third-party vendors as required to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Provision Customer code tables, following CAD Admin Training.
- Provisioning of GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.
- Allow Motorola remote access (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).

1.7 Project Planning and Initiation

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, create the Project Management Plan and project schedule, and set the foundation for a successful implementation. Examples of information gathered include the Business Process Review Agency Pre-Kickoff Survey (a Google survey that is sent to the Customer to collect agency-specific information, such as dispatch logistics, communication center information, operational process, and workflow). These documents are collated into a single Team Project Sync (TPS) packet that will be delivered by the Motorola PM prior to the start of the Project Planning Session.

1.7.1 Project Planning Session - Teleconference/Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both the Motorola and Customer PM's to meet prior to the formal Project Kickoff meeting and review key elements of the project as well as expectations of each other. The agenda typically includes:

- A high level review of the following project elements:
 - The Agreement documents.
 - A summary of the contracted applications, query(ies) and interface(s), and bill of materials.
 - Project delivery requirements as described in this SOW.
 - Which tasks will be conducted by onsite Motorola resources as well as the activities when the Motorola Project Manager will be onsite.
 - Customer involvement in provisioning to confirm understanding of the scope and required time commitments.
 - The high level Project Schedule milestones and dates.
 - The Project Management Plan structure.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review CommandCentral Admin and Learning eXperience Portal (LXP) roles in the Project Plan and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss Customer obligation to manage change among the stakeholder and user communities.
- Review the Team Project Sync (TPS) packet. The information in this packet is used to prepare for the Project Kickoff Meeting and Business Process Review.
- Review Software System completion criteria and the process for transitioning to support.

Note - Completing the TPS is a critical Project Task. Delayed, incomplete, or inaccurate information or lack of participation will have a significant impact on the Project Schedule.

Motorola Responsibilities

- Schedule the remote Project Planning Session.

- Request the assignment and attendance of Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide the initial Project Schedule and Project Management Plan.
- Confirm Customer receipt of the TPS packet and GIS Build Requirements Document.
- Conduct a review of the Project Management Plan.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document the mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish Customer in the Motorola Learning eXperience Portal (LXP).
- Establish the Customer within the CommandCentral cloud platform enabling CommandCentral as outlined in the Solution Description.
- Provide the Customer with a web link (URL) to the CommandCentral Admin application on Google Play Store or Apple App Store.

Customer Responsibilities

- Confirm with Motorola Customer GIS Administrator reviews the GIS Build Requirements Document.
- Provide existing GIS source data to Motorola by the start of Project Kickoff and Discovery.
- Identify Customer Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide Core Team with TPS; return the completed TPS to Motorola no later than ten (10) business days before start of Project Kickoff Meeting.
- Provide acknowledgement of the mutually agreed upon Project Kickoff Meeting agenda.
- Provide approval to proceed with the Project Kickoff meeting.
- Provide LXP and CommandCentral user information: first name, last name, unique email address, and role.
- Verify Customer Administrator(s) have access to the LXP and CommandCentral Admin Console.
- Review and complete the Business Process Review Agency Pre-Kickoff Survey within ten (10) business days of the Project Planning Session to avoid impact on the Project Schedule.

Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Project Management Plan.
- Team Project Sync (TPS) packet.

1.8 Kickoff and Discovery

1.8.1 Project Kickoff Event

The purpose of the remote Project Kickoff Event is to introduce project participants and review the scope of the project. Depending upon the modules purchased, the project kickoff event may vary in



Attachments

duration between one (1) to four (4) hours and may be combined with other activities such as the Business Process Review. The Project Kickoff event consists of various branching activities such as the GIS Discovery session. Branching activities commence following the general kickoff meeting. Availability of Customer resources to participate in each branching activity is critical to the project success. Following the conclusion of the Project Kickoff event, the party responsible for procuring the system hardware will place the hardware order.

Motorola Responsibilities

- Schedule and facilitate the Project Kickoff event to clarify roles, responsibilities, establish team working relationships, and initiate project tasks.
- Present a high level overview of project scope.
- Confirm Customer access to the LXP.
- Review third-party partner solutions and involvement in the project, as applicable.
- Summarize and review the contracted system components.
- Review the initial Project Schedule and incorporate Customer feedback resulting in the implementation Project Schedule. The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.
- Provide and review the training plan, training delivery schedule, and training requirements.
- Provide and explain sample data entry standards in preparation of Customer provisioning activities.
- Review the system hardware requirements and bill of materials if Motorola is providing the system hardware.
- Review network infrastructure requirements (e.g. firewalls, remote access).
- Plan installation activities with the Customer.
- Discuss the Provisioning Verification process for the contracted modules.
- Review the timing, setup, and configuration requirements to enable queries and query returns (e.g. StateLink).

Customer Responsibilities

- Provide a meeting space equipped with remote conferencing capability enabling remote Motorola project team members to participate.
- Identify and ensure participation of key team members in kickoff and project initiation activities.
- Confirm access to the LXP.
- Provide input to the Project Schedule and training dates.
- Participate in reviewing the training plan.
- Participate in reviewing the system hardware requirements and place hardware order if Customer is providing the system hardware.
- Initiate activities to enable queries and query returns.
- Provide workstation hardware and software for end user training (desktop and or mobile devices).

Motorola Deliverables

- Project Kickoff Meeting Minutes.

- Flex Data Entry Standards Document.

Note - The Project Schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the Agreement.

1.8.2 GIS Discovery Session – Teleconference/Web Meeting

A GIS discovery teleconference session will be scheduled to review the GIS Build Requirements document and complete an overview of the GIS components of the project. The agenda will include:

- Review the Motorola GIS Data Requirements document.
- Discuss Customer GIS skill-set and responsibilities.
- Review the requirements of the Customer GIS sample data provided by the Customer that is required in the Motorola system.
- Discuss any GIS related project questions.

Motorola Responsibilities

- Schedule and conduct the remote GIS Discovery Session.
- Request initial GIS dataset for initial data review.

Customer Responsibilities

- Review the GIS Build Requirements document prior to the meeting.
- Discuss any areas of concern relative to GIS and schedule requirements.
- Provide initial GIS dataset for review by Motorola.

Note - Providing the GIS Customer Data is a critical Project Task. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

1.8.3 Interface Planning

The objective of the interface planning teleconference is to discuss the user experience presented by each contracted interface. Topics of discussion will include:

- Reviewing the functionality delivered with each interface.
- Reviewing the deployment requirements and dependencies of each interface (NDA, network information, API, and access credentials required to connect to third-party systems).
- Reviewing the interface delivery and validation process.

Note - The interface deployment requirements (NDA, network information, API, and access credentials) may be required to connect to third-party systems. Particular requirements must be satisfied prior to the deployment of the interfaces. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola is not responsible for third-party vendor management, scheduling, or additional cost for software, customization, development, or testing unless the work is defined in this SOW or amended to the Agreement via a change order.

Motorola Responsibilities

- Discuss the need for additional information such as third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces.

- Conduct reviews of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with local and remote systems.
- Review the functional interface demonstration process.

Customer Responsibilities

- Provide all required third-party API and SDK licensing and documentation for Customer's existing systems.
- Discuss and collect information on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting to avoid impact on the Project Schedule.
- Establish network connectivity between the Motorola server(s) and all third-party interface demarcations.

1.9 Business Process Review (BPR)

The purpose of the BPR is to review the contracted software with the Customer's project team. Unless otherwise noted the remote review will be scheduled over up to three (3) concurrent business days. The Motorola Application Specialist will coordinate the delivery of the BPR. The BPR is a focused discussion regarding related operational policies, workflows, and data entry standards. The Customer's policies and current workflow will assist Motorola in consulting with the Customer on ways in which to optimize system configuration.

The Customer is responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the BPR, Motorola will provide and explain sample data entry standards as a starting point for the Customer. The Customer will need to revise the sample standards to meet its specific needs. Once standards are established, the Customer will be expected to formalize the policy as standard operating procedure for data entry tasks and share the agency data entry standards with Motorola prior to the start of end user training. Motorola will incorporate the data entry standards into end user training.

Motorola will conduct a single BPR session to review workflow and forms with the Customer. The Customer will assemble a group of representatives from the host and user agencies (as applicable) to review existing paper forms and manual reports that may be eliminated, or require modification by the Customer, as a result of assuming operation of the Motorola system. Additionally, the review session provides Motorola and the Customer the opportunity to review current operational processes identifying opportunities for the Customer to streamline or modify processes in order to optimize the functionality of the Motorola system. The BPR session can be conducted during any three (3) consecutive business days Monday through Friday 8:00 a.m. to 5:00 p.m. local Customer time.

The Customer is responsible for engaging and obtaining input from stakeholders that affect provisioning decisions made by the Customer.

The BPR agenda includes items such as:

- Business Process Review Survey Responses.
- Overview of the contracted Product.
- Provisioning processes.
- Agency and Discipline Information (Role Type, # of Personnel, shift types).



- User Permissions/Security Groups.
- Interface Field Mapping Provisioning.
- Code Tables.
- Workflows.
- Available Reports.
- Role-based Training Recommendations.
- Additionally for CAD deployments, discuss:
 - Agency data gathering (includes incident types, unit status codes, dispositions, unit IDs, and personnel).
 - Dispatcher/Responder workflow (incident creation to closure).
 - Recommended units and/or Response Plans.
 - Notifications and Status Monitors.

Motorola Responsibilities

- Provide the BPR Agenda/Workbook prior to the meeting.
- Conduct a Product overview demonstration.
- Review the documented business processes and provide configuration options.
- Review the completed BPR Workbook.
- Conduct the BPR session.

Customer Responsibilities

- Review the BPR Agenda/Workbook prior to the meeting.
- Schedule applicable resources for remote interview sessions.
- Provide resources knowledgeable in the Customer's business processes to provide relevant documentation on the workflow and operating procedures.
- Provide required information to complete the BPR, such as personnel information, workflow configuration and agency logo (if desired by Customer).
- Review the completed BPR Workbook.
- Share the agency data entry standards with Motorola.

Motorola Deliverables

- Completed BPR Workbook.

1.10 GIS Services

1.10.1 GIS Scope Review

The Motorola GIS Analyst meets remotely with the Customer's GIS Administrator to discuss the approach to developing the GIS data for use with the Motorola system.

GIS Scope Review topics that will be discussed include:

If CAD is a purchase solution component – Agency Response boundary needs, routing requirements, premise hazard areas and specifics for address validation using street centerlines, common place points, address points, alias tables, and premise hazard areas.

If Records is a purchased solution component – data types necessary for address validation support in the system. These data types include: street centerlines, common place points, address points, street alias tables, and common place alias tables.

The GIS Data Report describes the Customer's source feature classes and data values that have been made available to Motorola. The data is reviewed and any items identified that may impact the applicable functionality of the data within the Motorola System are noted within the GIS Data Report. The GIS Data Report is delivered post contract after review of the Customer GIS data. As GIS data is critical to the provisioning and operation of the system, it is imperative that the Customer GIS Data be made available to Motorola prior to the GIS Scope Review.

Motorola Responsibilities

- Review GIS Draft Data Report.
- Discuss current GIS business practices.
- Discuss GIS data types that are going to be utilized within the Motorola system.
- Discuss GIS updates and contracted frequency.
- Discuss the need for Agency Code and Beat Names being provided to Motorola prior to the GIS Boundaries Workshop.

Customer Responsibilities

- Ensure availability of the GIS administrator for this meeting.
- Finalize the agency code and beat names for the geodatabase and provide to Motorola. All of the data will be required but the streets, address points and common places can be works in progress that can be updated as the project progresses.

Motorola Deliverables

- GIS Data Report.

1.10.2 GIS Service Delivery

GIS Service delivery provides for the creation of a draft geodatabase that will be uploaded to the CAD server to support provisioning efforts as well as draft maps that are created for use by the CAD workstations. If CAD is not a System component, a GIS Draft Geodatabase is still required as it serves as the supporting data for address validation in Flex Records.

Error reports are produced as a result of developing the draft geodatabase and will be delivered to the Customer in updates to the GIS Data Report. The Customer will correct any data errors allowing Motorola to incorporate the data into a revised draft geodatabase.

Geodatabase development provides for up to two (2) iterations of draft databases developed by Motorola. The final geodatabase is created as a product of the GIS Administrator Workshop.

Note the following tasks are supplementary to the tasks required to maintain the data set using Esri ArcGIS toolset. Training specific to the use of Esri ArcGIS tools can be obtained from Esri. Motorola's scope does not include the creation or maintenance of data into the NENA NG911 schema; any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the Customer's source data.

Motorola Responsibilities

- Schedule and initiate a data delivery design teleconference to address critical data errors or to confirm the data being incorporated into the draft geodatabase.
- For Flex CAD: Create the draft visual maps and Routing Network.
- Create the draft geodatabase.
- Provide updates to the GIS Data Report reflecting any issues found during the geodatabase build.
- Provide up to two (2) iterations of draft geodatabases.
- Initiate GIS Administrator Readiness Check which enables Motorola to schedule and conduct the GIS Administrator Workshop.

Customer Responsibilities

- Attend data delivery design teleconference.
- Correct any GIS errors identified in the GIS Data Report from geodatabase build.
- Participate in the GIS Administrator Readiness Check and confirm the dates for the GIS Administrator Workshop.

Motorola Deliverables

- GIS Data Report Updates.

1.10.3 GIS Administrator Workshop and Review

The GIS Administrator Workshop enables the Customer to work with the Motorola GIS Specialist to understand the required GIS data structure and maintenance needs of the data in order to support address validation, response determination, routing, and visual map displays. The workshop is conducted via remote teleconference over a period of three (3) consecutive eight (8) hour days during normal business hours. The product of the workshop is the final geofile build and the Customer assumes responsibility for further GIS updates and maintenance.

Motorola Responsibilities

- Provide Customer with the workshop agenda.
- Conduct the workshop.
- Document any Customer and or Motorola GIS action items that require follow up and resolution.
- Discuss additional boundary capabilities and data development needs.
- Document any Customer and/or Motorola GIS action items that require follow up and resolution.
- Resolve any Motorola follow up action items.
- Schedule the post workshop follow up review and GIS action item close out.
- Within thirty (30) days of the conclusion of the GIS Administrator Workshop conduct a remote two (2) six (6) hour post workshop follow up review to address any remaining GIS process questions and close out any follow up actions noted during the GIS Administrator Workshop work.

Customer Responsibilities

- Ensure availability of GIS administrator participation in the workshop.
- Resolve any Customer follow up action items.
- Assume responsibility for the update and maintenance of the geofile.
- Participate in the follow up review.

1.11 System Delivery

The Customer will provide Motorola resources with safe access, suitable office space, supplies, furniture, high-speed connectivity to the Internet, and other facilities while fulfilling the onsite activities specified in this SOW.

1.11.1 Hardware Installation

The objective of this activity is to install the system hardware at the Customer's site. This activity addresses physical installation activities and system connectivity verification.

Customer assumes responsibility for the procurement, installation, configuration, troubleshooting, and resolving any issues with Customer-provided hardware or virtualization environment that prevents Motorola from fulfilling its delivery obligations or impedes system operation.

If Motorola has been contracted to provide the hardware, the contracted hardware will be provided by Motorola's partner, Solutions II. Solutions II may interact directly with the Customer to coordinate installation activities or communication may be directed by Motorola's Project Manager. This engagement will be a combination of onsite and remote efforts. Remote work performed by Solutions II may require onsite assistance from the Customer. While installation activities are traditionally completed during Customer regular business hours, some activities may occur in tight timeframes outside of regular office hours. In such cases work will commence as mutually agreed.

Motorola Responsibilities

If Motorola is contracted to provide hardware, perform each of the following:

- Conduct an evaluation of the installation location to validate installation readiness.
- Procure and install the contracted servers, VMware software, Veeam Backup and Replication software at the primary installation location and if contracted, a single disaster recovery location.
- Configure NAS Backup Targets.
- Load the initial Operating System software.
- Conduct a Power On test to validate the installed hardware and operating system software are ready for configuration.
- Verify contracted software is available and accessible on the installed system.
- If a disaster recovery system has been included as a contracted system component, perform a simulated failover test.
- If Motorola has installed the hardware, provide the Customer with passwords, passphrases, encryption keys, and IP assignments configured by Motorola.

Customer Responsibilities

- Provide power, cabling, network infrastructure and access to all locations in which contracted hardware will be installed.
- Provide an installation environment that conforms to the hardware manufacturers' specifications for heating, cooling, humidity, ventilation, and physical space requirements: clearance and spacing.
- Make any improvements required to support the installation environment inclusive of cabling and power receptacle improvements.
- Develop a password, passphrase, and encryption key management policy for the on-going Customer management of such as well as a system backup routine and schedule.
- If Motorola has not been contracted to provide the hardware and or virtual machines, Customer will perform each of the tasks outlined in this section as a Motorola responsibility and conduct power-on tests with Motorola prior to Motorola commencing with software installation and configuration tasks.

1.11.2 Install and Configure Software

After the servers have been installed and the operating system and database storage have been configured, Motorola will install the contracted application software product(s) and the Motorola side of interfaces. The Motorola resource will configure the database environments and create the initial administrative user accounts. Customer personnel will complete client software installation using the Motorola provided client install wizard; software will be installed on the client workstations/mobile devices to facilitate provisioning training.

Motorola Responsibilities

- Install and configure the contracted application software.
- Install Motorola external interface code.
- Configure database environments (live and practice).
- Create administrative and training user accounts.
- Provide client installer wizard.
- If a disaster recovery solution is a part of the contracted System component, synchronize the primary and disaster recovery systems.

Customer Responsibilities

- Provide and install workstation/mobile device hardware in accordance with manufacturer specifications.
- Complete installation of client software on workstations and mobile devices.
- Initiate a network backup to ensure software and initial configuration data are archived.

Motorola Deliverables

- Contracted software.

1.11.3 Provisioning

Provisioning includes the setting of configurable parameters (unit names, personnel, status codes) which control application behavior. The Flex system will be provisioned using Motorola standard provisioning parameters and will incorporate Customer-specific provisioning.

Provisioning activities include instruction of the mechanics and methodologies required to complete system provisioning and provides the Customer with knowledge needed to update and maintain the provisionable items as Customer's operational needs change.

Utilizing the sample data entry standards provided at the project kickoff meeting, the Customer will revise the sample standards to meet its specific needs. Once standards are established, the Customer is expected to formalize the policy as standard operating procedure for data entry tasks. Motorola will incorporate the data entry standards into training. Therefore, the Customer must complete this task prior to training.

1.11.4 Provisioning Verification

Upon completion of provisioning table updates by the Customer, Motorola will conduct a working session with the Customer's Administrators and desired SMEs demonstrating system operation in accordance with Customer determined provisioning parameters (BPR Workbook and Provisioning Worksheets). The purpose of the session is to enable the Customer to fine tune provisioning parameters as needed to better align with operational use needs. In this working session, Motorola provides the Customer with guidance on provisioning options that may better support the Customer's operational objectives. In order to reinforce provisioning training principles, the Customer completes any provisioning parameter updates with Motorola guidance as desired.

Motorola Responsibilities

- Conduct an operational walk through of the provisioned system enabling the Customer to verify the operational behavior of the provisioned system.
- Consult with Customer on provisioning options that better support the Customer's business operations.
- Provide guidance on making desired provisioning updates.
- If Insight is available in the state and included as part of this offer as defined on the pricing page, establish Insight Broker connection to target and provide Customer with training on creating users.

Customer Responsibilities

- Participate in the Provisioning Verification Session.
- Note desired provisioning updates.
- Update provisioning tables, as desired.
- If Insight is available in the state and included as part of this offer as defined on the pricing page, enable Insight Broker users, configure queries and query targets.
- Develop a regular network backup routine and initiate a regular system backup schedule.

NOTE: Provisioning Verification must complete prior to the initiation of End User Training.

1.12 Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured as reviewed during the Project Kickoff. Integrated functionality between Motorola developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

1.12.1 Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the System Description and reviewed during the Interface Planning Session.
- Validate each interface can transmit and/or receive data in accordance with the System Description.

Customer Responsibilities

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

Motorola Deliverables

- Contracted Interfaces.

1.12.2 Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems.

Motorola Responsibilities

- Establish and validate connectivity between the Motorola systems.
- Validate each system can transmit and/or receive data.
- Enable the Data Exchange API (DEX) and on-board Customer's 3rd party vendor via the partner program, if/as contracted.

Customer Responsibilities

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

- Work with Customer's third-party vendor to sign up for the partner program. Participation in the Partner program is not included in this offer and is a post contract purchase. If purchased, Motorola will provide the instructions to sign up, post, contract if purchased.
- Cover any license fees access to the DEX API or participation in the Advanced Partner Program not included in the contract.

1.12.3 Federal National Incident Based Reporting System (NIBRS)

Crime reporting functionality is delivered as part of the software delivery task and is provisioned through the provisioning activities outlined in this SOW. Given the critical nature of crime reporting, the following supplemental tasks are provided for emphasis:

Motorola Responsibilities

- Deliver the NIBRS reporting capability.
- Collaborate with the Customer to understand any provisioning parameters that may be or are impacting NIBRS submission acceptance in the event of an initial failed submission.
- Delivery Motorola NIBR Training class 503-V.

Customer Responsibilities

- Maintain code tables to account for any requirements necessary to be compliant with state specific reporting requirements, changes or additions, as required by the State.
- Initiate a NIBRS submission to the State.
- Resolve any provisioning issues impacting State submission acceptance.

1.12.4 Reports

Motorola will deliver the standard reports library and, unless specifically contracted, has not included the effort to develop any Customer-specific or Customer-defined reports.

1.13 System Administration and Training

System administration begins with training designed to enable the Customer to perform the data entry required to configure the software Product functionality. Training provides instruction on how to set up, enter, and administer the operational and administrative needs of the system. Following training, the Customer will be responsible for entering data into the code tables before user training begins.

Prior to the start of user training, the Customer should have a draft of its data entry standards. During this training, Motorola will work with the Customer to review and finalize the data entry standards. Following training, the Customer will be responsible for formalizing policies regarding the data entry standards. This task must be completed before user training begins.

A list of the included instructor led training classes can be found in the Flex Training Bundle Attachment.

Motorola Responsibilities

- Deliver the contracted training courses.
- Deliver training in accordance with the training plan.

Customer Responsibilities

- Provide a training environment in accordance with the training plan.
- Assign personnel to participate in training.
- Finalize data entry standards.
- Enter code tables.

1.13.1 Motorola Learning eXperience Portal (Online Training)

Training is made available to Customer, in part, via Motorola's Software Enterprise Learning eXperience Portal (LXP). This subscription service provides customers with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Courses delivered or supplemented by LXP content are described in the training plan.

Motorola Responsibilities

- Configure a Customer-specific portal view.
- Create learner path access account to the portal for each user name provided by the Customer.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide Motorola with names (first and last) and emails of Customer LXP administrators.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Build groups as desired.

1.13.2 Instructor-led Training (Onsite and/or Virtual)

Motorola Responsibilities

- Perform training in accordance with the training plan.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations that may impact end user training.

Customer Responsibilities

- Supply classrooms with a workstation for the instructor and at one (1) workstation for each student based on the requirements listed in the training plan.
- Designate training representatives who will work with the Motorola trainers in the development and delivery of training.
- Conduct end user training.

Motorola Deliverables

- Electronic versions of User Guides and Training Materials.
- Attendance Rosters.

1.14 Product Validation

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

1.14.1 Mock Go-Live

The objective of this series of tasks is to exercise the system in a way that emulates daily operational use. Motorola leads this effort walking Customer's selected users through various operational conditions. The Customer may execute their own tests outside the scope of Motorola's responsibility as desired.

Motorola Responsibilities

- Coordinate the Mock Go-Live session.
- Review the schedule of demonstration activities.

Customer Responsibilities

- Select users to participate in the mock Go-Live activities.
- Notify the Motorola Project Manager of any items that require discussion.
- Initiate any desired user testing.

1.14.2 Interface Validation

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with the user experience as reviewed during the Interface Planning Session.

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

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

Motorola Responsibilities

- Conduct Interface Validation demonstration.
- Develop a Remediation Plan for anomalies that do not align with Motorola's stated user experience.
- Manage the Remediation Plan and take Motorola remediation actions.

Customer Responsibilities

- Provide access to a resource with access to the interfacing system to validate functionality.
- Witness the execution of the demonstration and acknowledge successful completion.

- Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).
- Coordinate and manage Customer remediation actions.

Motorola Deliverable

- Completed Interface Validation Results.
- Remediation Plan (as applicable).

1.15 Go-Live

1.15.1 Go-Live Planning and Go-Live

Following the conclusion of the mock Go-Live Motorola will provide support of Customer's efforts with commencing live operation use of the system. Motorola resources are supplemental to Customer resources and provide support to Customer trainers and subject matter experts. Customer trainers and subject matter experts are the first line of support to end users in the transition of live operations from the Customer's legacy system to the Motorola system. Motorola will work with the Customer to develop a detailed Cutover Plan. This plan includes the following information:

- Motorola and Customer resources and staffing.
- Pre-cutover tasks/activities to be performed leading up to Go-Live.
- Readiness review meetings.
- Contingency/roll-back plans.
- Go-Live tasks and responsibilities during and after the live cut.
- Post live cut support resources and schedules.
- Issue reporting process.
- Develop the Remediation Plan.
- Escalation process.

Note: The Remediation Plan will identify the remediation action and the action owner (Customer or Motorola). Remediation steps may involve provisioning modifications, system configuration changes and or software version updates.

Motorola Responsibilities

- Facilitate meetings with Customer staff to develop and document the Cutover Plan.
- Schedule the Go-Live with Customer.
- Support Customer efforts in cutting over to the new system.

Customer Responsibilities

- Coordinate the participation of Customer technical and operational staff in cutover planning and development and documentation of the Cutover Plan.
- Schedule Customer resources to support Go-Live.
- Communicate the Go-Live transition to the user base.
- Identify Trainers and SME's who will serve as first line support to end users during Go-Live activities.

- Manage Go-Live activities.
- Perform and support the cutover activities defined in the Cutover Plan.

Motorola Deliverable

- Cutover Plan.

1.15.2 Go-Live Follow Up

Following the Go-Live schedule a time to review operational use of the system and address any training, process configuration questions or concerns the Customer has gathered as a result of using the system in a production environment. This onsite three (3) day activity will be conducted Tuesday through Thursday 8:00 to 5:00 PM local Customer time. The Go-Live follow up is the catalyst for transitioning the Customer into Motorola Support.

1.15.3 Motorola Support Engagement

Motorola will schedule a Support Engagement meeting between the Project Manager, Customer Support Manager (CSM), Focal Support Technician and Customer's project team representatives. The CSM will review the Customer Support Plan with the Customer, including the process for obtaining support and contact information.

1.15.4 Project Closure – Transition to Support

Following the Go-Live Follow Up Event the service delivery is complete. Motorola and Customer certify the Software System Completion milestone and the implementation project is formally closed.

The system is transitioned to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

Attachment – Flex Training Bundle

The following instructor led courses are included in the Flex standard training package. The instruction delivery method, onsite at the Customer’s training facility or remotely via web conferencing is noted. Motorola offers in-person onsite, virtual, and Learning eXperience Portal (LXP) training. The LXP provides additional Computer-based courses that are available on demand during the deployment process and for up to 30 days after Go-Live.

- Onsite – In-person training from an onsite instructor conducted at the Customer’s facilities.
- Virtual – Virtual instructor-led training (class will be recorded and made available for future Customer use).

Course Module	Max No. Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
Flex HUB Courses					
Flex System Admin (100-O)	12	1	12	Onsite	24
Flex Hub End User (500-V)	15	2	30	Virtual	4
Flex CAD Courses					
Flex CAD End User (200-O)	12	2	24	Onsite	24
Flex CAD Mapping End User (202-V)	12	1	12	Onsite	2
Flex CAD Admin (101-O)	12	1	12	Onsite	24
Flex Mobile End User without Forms (300-V)	15	1	15	Virtual	4
Flex Alarm Tracking End User (603-V) Plus Course	15	1	15	Virtual	4
Flex Records Courses					
Flex Law/Mobile Admin (102-O)	12	1	12	Onsite	24
Flex Mobile End User with Mobile Forms (302-O)	15	1	15	Onsite	8
Flex Records End User (501-O)	15	2	30	Onsite	4
Flex IBR Admin and End User (503-V)	15	1	15	Virtual	12
Flex Evidence Management & Barcoding (505-V)	15	1	15	Virtual	4
Flex Offender Tracking End User (601-V)	15	1	15	Virtual	2
Flex Pin Mapping End User (604-V)	15	1	15	Virtual	2
Flex Personnel End User (605-V)	15	1	15	Virtual	3
Flex License & Permits End User (600-V) Plus Course	15	1	15	Virtual	2

Course Module	Max No. Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
Flex Equipment End User (607-V) Plus Course	15	1	15	Virtual	3
Flex Vehicle Impound End User (616-V) Plus Course	15	1	15	Virtual	3

A comprehensive training plan with course descriptions is provided post contract or upon request during the sales process.

Section 4

Contractual Terms

In accordance with Sourcewell #051321-MOT this proposal is subject to the attached MCA terms and conditions.

Sourcewell Master Customer Agreement

This Master 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**”).

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer certain Public Safety Solutions with Related Equipment, Software, Accessories, or Services; and

WHEREAS, Sourcewell (“Sourcewell”), a State of Minnesota local government agency and service cooperative offering cooperative procurement solutions to government entities that access Sourcewell’s cooperative purchasing contracts (“Participating Entities”); and

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

1. Agreement.

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

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

2. Products and Services.

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

2.2. Services.

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

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

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

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly

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

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

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

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

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

3. Term and Termination.

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

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

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

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

4. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**"), which includes the Sourcewell administrative fee, will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Motorola will pay Sourcewell's administrative fee in accordance with the payment terms of the Motorola Sourcewell Contract dated February 24, 2020. Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services.

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

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the

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

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

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

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

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

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

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If

Customer accesses, uses, or integrates any Non-Motorola Content with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

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

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

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

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

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

7. Indemnification.

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

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

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

7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that

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

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

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

8. Limitation of Liability.

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

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

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

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

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

9. Confidentiality.

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

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information

to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

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

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

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content

providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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

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

10.4. Processing Customer Data.

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

instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

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

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

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

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or

proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

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

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

11. Force Majeure; Delays Caused by Customer.

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

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

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

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

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“**Notice of Dispute**”) to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation (“**Notice of Mediation**”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

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

13. General.

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

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

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

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

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

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

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

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

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

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

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty**

Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.

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

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

Motorola: Motorola Solutions, Inc.

Customer: [City of Mountain Home

By: _____

By: _____

Name: _____

Name: Rich Sykes_____

Title: _____

Title: Mayor_____

Date: _____

Date:

_____ By: _____

By: _____

Name: Tiffany Belt_____

Name: _____

Title: City Clerk_____

Title: Attorney_____

Date: _____

Date: _____

Equipment Purchase and Software License Addendum

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

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

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

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

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

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to

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

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

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

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

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

4. Term.

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

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

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

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

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through

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

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

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

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

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

Subscription Software Addendum

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

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

2. Delivery of Subscription Software.

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

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

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

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any

Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

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

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

4. Term.

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

until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

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

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

5. Payment.

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

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

6. Liability.

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

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

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

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

Software Products Addendum

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

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

2. Software Systems; Applicable Terms and Conditions.

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

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

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

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

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

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

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

6. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System

or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

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

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

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

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

10.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

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

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

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

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

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

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

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

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

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

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

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

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). MSI Sub-Processors 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](#).

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.

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

Shared Agency Addendum

This Shared Agency Addendum (“**SAA**”) is entered into between Motorola Solutions Inc. (“**Motorola**”) and the entity set forth below or in the MCA (“**Customer**” or “**Host Agency**”) and will be subject to and governed by the terms of the Motorola Solutions Customer Agreement (“**MCA**”) and any addendum (“**Addendum**” and collectively, the “**Addenda**”) entered into between the Parties. Capitalized terms used in this SAA, but not defined herein, will have the meanings as set forth in the MCA.

Section 1: Definitions

- 1.1 **Shared Agency** - A “Shared Agency” is an agency that has purchased the right and license to use the same copy of the Software currently licensed by Motorola to the Host Agency, as set forth in the MCA.
- 1.2 **Host Agency** – The “Host Agency” is a current Motorola licensee and customer that is authorized by Motorola and has agreed to share its use of the Software installed at its facilities with the Shared Agency.
- 1.3 **Software** - “Software” means the software licensed hereunder.

Section 2: License

- 2.1 **Grant of License.** Motorola grants to Shared Agency a non-exclusive, non-transferable license to use the same copy of the Software, its Documentation and other related materials, which are presently licensed to the Host Agency, subject to the terms and conditions set forth in the MCA, as well as the terms and conditions specified in this SAA. The license fees paid by Shared Agency to Motorola shall be the same as those paid to Motorola by the Host Agency. Shared Agency agrees to comply with all such terms and conditions of the MCA and this SAA.
- 2.2 **Termination.** This SAA will terminate automatically if and when the MCA terminates for any reason. Motorola or the Host Agency may immediately terminate this SAA and license at any time if the Shared Agency breaches the terms of this SAA or the MCA. The Host Agency may terminate this SAA at any time, with or without cause, upon ninety (90) days prior written notice to Motorola and the Shared Agency, unless otherwise agreed in writing by the Host Agency.
- 2.3 **No Assignment.** The Shared Agency may not assign or transfer this SAA to any other entity or agency, including by operation of law, without the prior written consent of the Host Agency and Motorola, which shall not be unreasonably withheld.

Section 3: Scope of Rights

- 3.1 Support and Services.** Shared Agency understands that, unless otherwise agreed in writing by all parties, all assistance, support and maintenance services for the Software may be obtained by Shared Agency only through the Host Agency. This SAA does not entitle Shared Agency to any Motorola services beyond the license to use the Software. Notwithstanding the foregoing, Shared Agency is not otherwise barred under this SAA from contracting separately with Motorola for services outside this SAA.
- 3.2 Warranty.** The Representations and Warranties for the Software is defined in Section 6 of the MCA is limited to the remaining time, if any, originally granted under the MCA.

Flex Maintenance and Support Addendum

This Flex Maintenance and Support Addendum ("Addendum"), is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Customer").

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

Section 1: Definitions

- 1.1 **"Coverage Hours"** means the hours between 5:00 a.m. and 6:00 p.m., Mountain Time, Monday through Friday, excluding regularly scheduled holidays of Motorola.
- 1.2 **"Documentation"** means all written or electronic user documentation for the Software provided by Motorola to Customer. Documentation does not include Motorola marketing materials.
- 1.3 **"Enhancement"** means any modification or addition that, when made or added to the Software, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Motorola may designate Enhancements as minor or major, depending on Motorola's assessment of their value and of the function added to the preexisting Software.
- 1.4 **"Error"** means any failure of the Software to conform in all material respects to its functional specifications as published from time to time by Motorola, subject to the exceptions set forth in Section 4.
- 1.5 **"Error Correction"** means either a software modification or addition that, when made or added to the Software, establishes material conformity of the Software to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Software, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.
- 1.6 **"Primary Agreement"** means the agreement to which this Addendum is attached.
- 1.7 **"Releases"** means new versions of the Software, including all Error Corrections and Enhancements.
- 1.8 **"Response Time"** means six (6) or less Coverage Hours, from the time Customer first notifies Motorola of an Error until Motorola initiates work toward development of an Error Correction.
- 1.9 **"Software"** means the package of Motorola computer program(s), interfaces and/or data, in machine-readable form only, as well as related materials, including Documentation, initially or subsequently licensed by Customer. Software also includes all Utilities, modifications, new Releases and Enhancements. "Software" specifically excludes Third Party Software, except to the extent otherwise expressly stated in this Addendum.
- 1.10 **"System Application Administrator"** means an agent of Customer appointed by Customer, who has been certified on the Software by Motorola, pursuant to the procedures set forth in Section 6 hereof, and is able to communicate effectively with Motorola support personnel in the description and resolution of problems associated with the Software.
- 1.11 **"Support Term"** means the entire period during which Customer is receiving support services for the Software under the terms of this Support Addendum, beginning on the installation date of the Software. Support services are included during the Software's Warranty Period, as defined in Section 6.1 of Motorola's Software License Agreement, which is the "Initial Support Term." Thereafter, the

Support Term shall automatically renew for successive periods of one year each, unless and until terminated pursuant to Section 8 hereof. In no event, however, shall the Support Term extend beyond the term of the Software License.

- 1.12 **“Third Party Software”** means software owned by third parties, whether (i) licensed by the third party to Motorola for distribution to Motorola’s customers with the Software, such as mapping software, database software, paging software or open source software, or (ii) separately acquired by Customer as necessary or appropriate for use in conjunction with the Software, such as word processors, spreadsheets, terminal emulators, etc.
- 1.13 **“Utilities”** means the software utilities and tools provided by Motorola as part of the Software, including Motorola’s XML Query, ODBC interface and implementation code, ctpperl, dbdump, and dbload, as well as any other software utilities provided by Motorola in connection with the Software.

Section 2: Eligibility For Support

- 2.1 **Support Termination.** Motorola’s obligation to provide the support and maintenance services described in this Support Addendum with respect to the Software may be terminated pursuant to Section 8.2.2 or suspended, at Motorola’s discretion, if at any time during the term of this Support Addendum any of the following requirements are not met:
- 2.1.1 The Software License must remain valid and in effect at all times;
 - 2.1.2 The Software must be operated on a hardware platform, operating system and version approved by Motorola; and
 - 2.1.3 Customer must be current on payment of maintenance and support fees.
- 2.2 **SAA Replacement.** Motorola may require Customer to appoint a new Motorola Application Administrator (“SAA”) in order to continue receiving support services or increase Customer’s support fees, if Motorola reasonably determines that the acting SAA does not have the training or experience necessary to communicate effectively with Motorola support personnel.

Section 3: Scope of Services

During the Support Term, Motorola shall render the following services in support of the Software, during Coverage Hours:

- 3.1 **Support Center.** Motorola shall maintain a Support Services Control Center capable of receiving from the SAA reports of any software irregularities, and requests for assistance in use of the Software.
- 3.2 **Services Staff.** Motorola shall maintain a trained staff capable of rendering support services set forth in this Support Addendum.
- 3.3 **Error Correction.** Motorola shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Motorola in accordance with Motorola's standard reporting procedures. Motorola shall, after verifying that such an Error is present, initiate work within the Response Time in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Motorola shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction and Motorola shall include the Error Correction in all subsequent Releases of the Software. Motorola supports two (2) versions back from the most recent release version. However,

Motorola may, but is not obligated to, provide Error Corrections for any version of the Software other than the most recent Release.

- 3.4 **Software Releases.** Motorola may, from time to time, issue new Releases of the Software to its Customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Motorola so elects, major Enhancements. Motorola reserves the right to require additional license fees for major Enhancements. Motorola shall provide Customer with one copy of each new Release, without additional charge. Motorola shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Motorola's current Fee Schedule.
- 3.5 **Enhancements.** Motorola shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Software (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Motorola and Customer.

Section 4: Services Not Covered by this Support Addendum

The services identified in this section are NOT covered by this Support Addendum. Motorola strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Motorola products. Motorola may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

- 4.1 **Third Party Products.** Motorola will not provide support for any third party products, including hardware, or support for hardware failure due to the use of any third party products. Motorola may in its discretion provide first-line support for Third Party Software distributed by Motorola; if not, Motorola will refer Customer to the vendor of such software for resolution of support issues.
- 4.2 **Customized Interfaces and Software.** Motorola's standard support does not include support for any custom interfaces or other customized Software developed by Motorola or any third party for Customer. Support and maintenance services for customized Software are subject to an additional support fee, if agreed in writing between the parties. Such support and maintenance services include bug fixes and minor modifications to the custom interface or software. They do NOT include major revisions or rewrites, such as those required to make a custom interface work with a new or upgraded version of the applicable third party software. Custom interfaces and support therefore are specific to the designated version of the applicable third party software or system. Any major changes to such third party software or system will require a new custom quote for Motorola to modify the custom interface to work with the new version of the third party software or system. Motorola's support fees may also differ for the new version of the custom interface.
- 4.3 **Network Failures.** Motorola will not provide support for any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.
- 4.4 **Data Recovery.** Motorola's standard support does not include restoration and/or recovery of data files and/or the operating system. Motorola will, upon request of Customer and subject to its then-current fees for such services, use reasonable efforts to assist Customer in recovering lost data.
- 4.5 **Unauthorized Use.** Motorola will not provide support where the problem arises out of any breach of warranty, damages to the Software or its database, data corruption, or support issues, security issues, or performance issues arising out of Customer's or a third party's use of the Utilities or any software not specifically licensed by Motorola to Customer for use in connection with the Software. Any

assistance provided by Motorola in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Software by Customer (or by a third party with Customer's knowledge) may result, at Motorola's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Support Addendum, and/or loss of rights to upgrades under this Support Addendum.

- 4.6 **Database Modifications.** Motorola will not provide support for any damages to or problems with the Software or its database, data corruption, support issues, security issues, or performance issues arising from Customer's utilization of the "write" feature of the ODBC interface to write to or modify the database in any way.
- 4.7 **Misuse or Damage.** Motorola will not provide support for Software problems caused by Customer misuse, alteration or damage to the Software or Customer's combining or merging the Software with any hardware or software not supplied by or identified as compatible by Motorola, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or Third Party Software or hardware malfunction.
- 4.8 **Operating System.** Motorola is not responsible for supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches, or for providing assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.
- 4.9 **Onsite Visits.** Onsite service visits to Customer's facility by Motorola are subject to additional charges, as set forth in Section 7.5.
- 4.10 **Printers.** Motorola is not responsible for supporting printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Motorola.

Section 5: Obligations of Customer

- 5.1 **Software Connectivity.** Customer must maintain and provide, at no cost to Motorola, a CJIS-approved broadband internet connection to the server used with the Software, 24 hours per day, 7 days per week, to facilitate remote support utilities enabling Motorola support personnel to connect to and provide assistance with the server used with the Software. Third party connectivity tools, such as client VPN software, which must be installed on Motorola equipment, cannot be required by Customer.
- 5.2 **Customer Representative During Onsite Visits.** Customer's SAA or another authorized representative of Customer must be present when any onsite support is provided. Customer agrees that if such representative is not present when the Motorola representative arrives onsite, the Motorola representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for Motorola's expenses relating to the visit. If Motorola's on-site support person determines that changes to Customer's system (hardware or software) are required or advisable, it will inform Customer's representative. If such representative is not authorized to make or approve changes to Customer's system, as applicable, Customer will promptly make available such a person.
- 5.3 **English Language.** All communications between Customer and Motorola must be in the English language.

- 5.4 **SAA Assignment.** Customer is responsible for providing one or more qualified Motorola Application Administrators as described in Section 6 hereof. At least one authorized representative, identified to Motorola by Customer in writing with contact information, must be available at all times; however, after-hours availability is required only when and if Customer is requesting after-hours support from Motorola.
- 5.5 **Security.** Customer is responsible for providing all network and server security.
- 5.6 **Error Information.** Customer must provide Motorola with information sufficient for Motorola to duplicate the circumstances under which an Error in the Software became apparent.
- 5.7 **CJIS Compliance.** Customer is responsible for its own adherence to the FBI Criminal Justice Information Services (CJIS) Security Policy, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (to the extent applicable) and any other applicable security and privacy laws and regulations. Motorola will reasonably cooperate with Customer in connection therewith.

Section 6: SAA and Support Contact Requirements

- 6.1 **Certification.** Customer's designated SAA must be certified by Motorola within one year of the date of Customer's cutover to live operation of the Software ("Go-live"). The designated SAA must meet the following requirements in order to certify at the basic level:
- 6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Software:
 - i. System Introduction – Inquiry,
 - ii. System Introduction – Data Entry & Modification,
 - iii. Basic System Administration, and
 - iv. General training applicable to the Software used by Customer.
 - 6.1.2 Pass the Basic SAA exam within one year after the agency's Go-live date.
- 6.2 **SAA Training Costs.** Customer will be responsible for the costs of such training, including any course fees, travel, and lodging expenses.
- 6.3 **SAA and Support Contact Information.** Contact information for Customer's SAA(s) and other authorized support contacts must be provided by Customer to Motorola's Technical Services department. Any changes to Customer's SAA and support contacts names and contact information must be promptly provided to Motorola's support department.
- 6.4 **Qualifications.** Each designated SAA and Customer support contact must be qualified to address, or have other support resources to address, without the aid of Motorola, all problems relating to hardware, software, or operating system not directly associated with the Software.

Section 7: Fees and Charges

- 7.1 **Support Fees.** During the Initial Support Term, support services are included as part of the initial purchase price paid by Customer. Thereafter, Customer shall pay Motorola the applicable support fees or Motorola support invoice, and any other charges or fees described herein. Motorola reserves

the right to change its support fee, effective upon no less than 90 days written notice to Customer prior to the end of the current annual period.

- 7.2 **Support Fee Invoices.** Motorola shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which those charges and expenses accrued or were incurred. Customer shall pay the invoiced amounts immediately upon receipt of such invoices. Any amount not paid within thirty (30) days after the invoice date shall bear interest at the rate of eighteen (18) percent per year or the highest rate allowed by applicable law, whichever is less.
- 7.3 **Equipment Fees.** Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks, and other products necessary to operate the Software.
- 7.4 **After-Hours Charges.** Customer agrees to pay additional charges according to the Motorola Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.
- 7.5 **Onsite Support** If Customer requests onsite support services, Customer shall reimburse Motorola for all labor, travel, and related expenses incurred by Motorola in providing such support services.
- 7.6 **Additional Fees.** Additional support fees may be required by Motorola if there is a significant increase in Customer's size with respect to use of the Software. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement, if applicable. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees is due within thirty (30) days of the date of the invoice for such fees. Such fees will be prorated, based upon the date during the contract year the increase in Customer's size occurred. Additionally, Motorola may adjust support fees based on changes in (1) additional licenses or modules purchased by Customer, (2) Customer's hardware, (3) the Coverage Hours selected by Customer, or (4) Customer's violation of the restrictions set forth in Section 4.5 hereof.

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

Section 8: Termination

- 8.1 **Automatic Termination.** This Support Addendum shall automatically terminate immediately upon termination of the Software License for any reason.
- 8.2 **Termination by a Party.** Either party may terminate this Support Addendum as follows:

- 8.2.1 If either Motorola or Customer provides a written notice to the other party, at least 90 days prior to the end of the then-current Support Term, of its intent to terminate this Support Addendum at the end of such Support Term; or
 - 8.2.2 Upon 30 days prior written notice, if the other party has materially breached any provision of this Support Addendum and the offending party has not cured such breach within the 30-day notice period.
- 8.3 **Final Invoicing upon Termination.** Following termination of this Support Addendum, Motorola shall immediately invoice Customer for all accrued fees, charges, and reimbursable expenses; and Customer shall pay the invoiced amount immediately upon receipt of such invoice.



11/15/24

City of Mountain Home
160 S. 3rd East
Mountain Home ID 83647

RE: Municipal Lease # 25562

Enclosed for your review, please find the **Municipal Lease** documentation in connection with the solution to be leased from Motorola. The interest rate and payment streams outlined in Equipment Lease-Purchase Agreement #25562 are valid for contracts that are executed and returned to Motorola on or before **December 20, 2024**. After **12/20/24**, the Lessor reserves the option to re-quote and re-price the transaction based on current market interest rates.

Please have the documents executed where indicated and forward the documents to the following address:

Motorola Solutions Credit Company LLC
Attn: Bill Stancik / 44th Floor
500 W. Monroe
Chicago IL 60661

Should you have any questions, please contact me at 847-538-4531.

Thank You,

MOTOROLA SOLUTIONS CREDIT COMPANY LLC
Bill Stancik

LESSEE FACT SHEET

Please help Motorola provide excellent billing service by providing the following information:

1. Complete Billing Address City of Mountain Home

E-mail Address: _____

Attention: _____

Phone: _____

2. Lessee County Location: _____

3. Federal Tax I.D. Number _____

4. Purchase Order Number to be referenced on invoice (if necessary) or other “descriptions” that may assist in determining the applicable cost center or department: _____

5. Equipment description that you would like to appear on your invoicing: _____

Appropriate Contact for Documentation / System Acceptance Follow-up:

6. Appropriate Contact & Mailing Address

Phone: _____

Fax: _____

7. Payment remit to address: **Motorola Solutions Credit Company LLC**
 P.O. Box 71132
 Chicago IL 60694-1132

Thank you

EQUIPMENT LEASE-PURCHASE AGREEMENT

Lease Number: 25562

LESSEE:

City of Mountain Home
160 S. 3rd East
Mountain Home ID 83647

LESSOR:

Motorola Solutions, Inc.
500 W. Monroe
Chicago IL 60661

Lessor agrees to lease to Lessee and Lessee agrees to lease from Lessor, the equipment and/or software described in Schedule A attached hereto ("Equipment") in accordance with the following terms and conditions of this Equipment Lease-Purchase Agreement ("Lease").

1. TERM. This Lease will become effective upon the execution hereof by Lessor. The Term of this Lease will commence on date specified in Schedule A attached hereto and unless terminated according to terms hereof or the purchase option, provided in Section 18, is exercised this Lease will continue until the Expiration Date set forth in Schedule B attached hereto ("Lease Term").

2. RENT. Lessee agrees to pay to Lessor or its assignee the Lease Payments (herein so called), including the interest portion, in the amounts specified in Schedule B. The Lease Payments will be payable without notice or demand at the office of the Lessor (or such other place as Lessor or its assignee may from time to time designate in writing), and will commence on the first Lease Payment Date as set forth in Schedule B and thereafter on each of the Lease Payment Dates set forth in Schedule B. Any payments received later than ten (10) days from the due date will bear interest at the highest lawful rate from the due date. Except as specifically provided in Section 5 hereof, the Lease Payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim, or recoupment for any reason whatsoever. Lessee reasonably believes that funds can be obtained sufficient to make all Lease Payments during the Lease Term and hereby covenants that a request for appropriation for funds from which the Lease Payments may be made will be requested each fiscal period, including making provisions for such payment to the extent necessary in each budget submitted for the purpose of obtaining funding. It is Lessee's intent to make Lease Payment for the full Lease Term if funds are legally available therefor and in that regard Lessee represents that the Equipment will be used for one or more authorized governmental or proprietary functions essential to its proper, efficient and economic operation.

3. DELIVERY AND ACCEPTANCE. Lessor will cause the Equipment to be delivered to Lessee at the location specified in Schedule A ("Equipment Location"). Lessee will accept the Equipment as soon as it has been delivered and is operational. Lessee will evidence its acceptance of the Equipment either (a) by executing and delivering to Lessor a Delivery and Acceptance Certificate in the form provided by Lessor; or (b) by executing and delivering the form of acceptance provided for in the Contract (defined below).

Even if Lessee has not executed and delivered to Lessor a Delivery and Acceptance Certificate or other form of acceptance acceptable to Lessor, if Lessor believes the Equipment has been delivered and is operational, Lessor may require Lessee to notify Lessor in writing (within five (5) days of Lessee's receipt of Lessor's request) whether or not Lessee deems the Equipment (i) to have been delivered and (ii) to be operational, and hence be accepted by Lessee. If Lessee fails to so respond in such five (5) day period, Lessee will be deemed to have accepted the Equipment and be deemed to have acknowledged that the Equipment was delivered and is operational as if Lessee had in fact executed and delivered to Lessor a Delivery and Acceptance Certificate or other form acceptable to Lessor.

4. REPRESENTATIONS AND WARRANTIES. Lessor acknowledges that the Equipment leased hereunder is being manufactured and installed by Lessor pursuant to contract (the "Contract") covering the Equipment. Lessee acknowledges that on or prior to the date of acceptance of the Equipment, Lessor intends to sell and assign Lessor's right, title and interest in and to this Agreement and the Equipment to an assignee ("Assignee"). LESSEE FURTHER ACKNOWLEDGES THAT EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, LESSOR MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY NATURE OR KIND WHATSOEVER, AND AS BETWEEN LESSEE AND THE ASSIGNEE, THE PROPERTY SHALL BE ACCEPTED BY LESSEE "AS IS" AND "WITH ALL FAULTS". LESSEE AGREES TO SETTLE ALL CLAIMS DIRECTLY WITH LESSOR AND WILL NOT ASSERT OR SEEK TO ENFORCE ANY SUCH CLAIMS AGAINST THE ASSIGNEE. NEITHER LESSOR NOR THE ASSIGNEE SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER AS A RESULT OF THE LEASE OF THE EQUIPMENT, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, PROPERTY DAMAGE OR LOST PRODUCTION WHETHER SUFFERED BY LESSEE OR ANY THIRD PARTY.

Lessor is not responsible for, and shall not be liable to Lessee for damages relating to loss of value of the Equipment for any cause or situation (including, without limitation, governmental actions or regulations or actions of other third parties).

5. NON-APPROPRIATION OF FUNDS. Notwithstanding anything contained in this Lease to the contrary, Lessee has the right to not appropriate funds to make Lease Payments required hereunder in any fiscal period and in the event no funds are appropriated or in the event funds appropriated by Lessee's governing body or otherwise available by any lawful means whatsoever in any fiscal period of Lessee for Lease Payments or other amounts due under this Lease are insufficient therefor, this Lease shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to Lessee of any kind whatsoever, except as to the portions of Lease Payments

or other amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available. The Lessee will immediately notify the Lessor or its Assignee of such occurrence. In the event of such termination, Lessee agrees to peaceably surrender possession of the Equipment to Lessor or its Assignee on the date of such termination, packed for shipment in accordance with manufacturer specifications and freight prepaid and insured to any location in the continental United States designated by Lessor. Lessor will have all legal and equitable rights and remedies to take possession of the Equipment. Non-appropriation of funds shall not constitute a default hereunder for purposes of Section 16.

6. LESSEE CERTIFICATION. Lessee represents, covenants and warrants that: (i) Lessee is a state or a duly constituted political subdivision or agency of the state of the Equipment Location; (ii) the interest portion of the Lease Payments shall be excludable from Lessor's gross income pursuant to Section 103 of the Internal Revenue Code of 1986, as it may be amended from time to time (the "Code"); (iii) the execution, delivery and performance by the Lessee of this Lease have been duly authorized by all necessary action on the part of the Lessee; (iv) this Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms; (v) Lessee will comply with the information reporting requirements of Section 149(e) of the Internal Revenue Code of 1986 (the "Code"), and such compliance shall include but not be limited to the execution of information statements requested by Lessor; (vi) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the Lease to be an arbitrage bond within the meaning of Section 148(a) of the Code; (vii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, this Lease to be a private activity bond within the meaning of Section 141(a) of the Code; (viii) Lessee will not do or cause to be done any act which will cause, or by omission of any act allow, the interest portion of the Lease Payment to be or become includible in gross income for Federal income taxation purposes under the Code; and (ix) Lessee will be the only entity to own, use and operate the Equipment during the Lease Term.

Lessee represents, covenants and warrants that: (i) it will do or cause to be done all things necessary to preserve and keep the Lease in full force and effect, (ii) it has complied with all laws relative to public bidding where necessary, and (iii) it has sufficient appropriations or other funds available to pay all amounts due hereunder for the current fiscal period.

If Lessee breaches the covenant contained in this Section, the interest component of Lease Payments may become includible in gross income of the owner or owners thereof for federal income tax purposes. In such event, notwithstanding anything to the contrary contained in Section 11 of this Agreement, Lessee agrees to pay promptly after any such determination of taxability and on each Lease Payment date thereafter to Lessor an additional amount determined by Lessor to compensate such owner or owners for the loss of such excludibility (including, without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive (absent manifest error). Notwithstanding anything herein to the contrary, any additional amount payable by Lessee pursuant to this Section 6 shall be payable solely from Legally Available Funds.

It is Lessor's and Lessee's intention that this Agreement not constitute a "true" lease for federal income tax purposes and, therefore, it is Lessor's and Lessee's intention that Lessee be considered the owner of the Equipment for federal income tax purposes.

7. TITLE TO EQUIPMENT; SECURITY INTEREST. Upon shipment of the Equipment to Lessee hereunder, title to the Equipment will vest in Lessee subject to any applicable license; provided, however, that (i) in the event of termination of this Lease by Lessee pursuant to Section 5 hereof; (ii) upon the occurrence of an Event of Default hereunder, and as long as such Event of Default is continuing; or (iii) in the event that the purchase option has not been exercised prior to the Expiration Date, title will immediately vest in Lessor or its Assignee, and Lessee shall immediately discontinue use of the Equipment, remove the Equipment from Lessee's computers and other electronic devices and deliver the Equipment to Lessor or its Assignee. In order to secure all of its obligations hereunder, Lessee hereby (i) grants to Lessor a first and prior security interest in any and all right, title and interest of Lessee in the Equipment and in all additions, attachments, accessions, and substitutions thereto, and on any proceeds therefrom; (ii) agrees that this Lease may be filed as a financing statement evidencing such security interest; and (iii) agrees to execute and deliver all financing statements, certificates of title and other instruments necessary or appropriate to evidence such security interest.

8. USE; REPAIRS. Lessee will use the Equipment in a careful manner for the use contemplated by the manufacturer of the Equipment and shall comply with all laws, ordinances, insurance policies, the Contract, any licensing or other agreement, and regulations relating to, and will pay all costs, claims, damages, fees and charges arising out of the possession, use or maintenance of the Equipment. Lessee, at its expense will keep the Equipment in good repair and furnish and/or install all parts, mechanisms, updates, upgrades and devices required therefor.

9. ALTERATIONS. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

10. LOCATION; INSPECTION. The Equipment will not be removed from, [or if the Equipment consists of rolling stock, its permanent base will not be changed from] the Equipment Location without Lessor's prior written consent which will not be unreasonably withheld. Lessor will be entitled to enter upon the Equipment Location or elsewhere during reasonable business hours to inspect the Equipment or observe its use and operation.

11. LIENS AND TAXES. Lessee shall keep the Equipment free and clear of all levies, liens and encumbrances except those created under this Lease. Lessee shall pay, when due, all charges and taxes (local, state and federal) which may now or hereafter be imposed upon the ownership, licensing, leasing, rental, sale, purchase, possession or use of the Equipment, excluding however, all taxes on or measured by Lessor's income. If Lessee fails to pay said charges and taxes when due, Lessor shall have the right, but shall not be obligated, to pay said charges and taxes. If Lessor pays any charges or taxes, Lessee shall reimburse Lessor therefor within ten days of written demand.

12. RISK OF LOSS: DAMAGE; DESTRUCTION. Lessee assumes all risk of loss or damage to the Equipment from any cause whatsoever, and no such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof shall relieve Lessee of the obligation to make Lease Payments or to perform any other obligation under this Lease. In the event of damage to any item of Equipment, Lessee will immediately place the same in good repair with the proceeds of any insurance recovery applied to the cost of such repair. If Lessor determines that any item of Equipment is lost, stolen, destroyed or damaged beyond repair (an "Event of Loss"), Lessee at the option of Lessor will: either (a) replace the same with like equipment in good repair; or (b) on the next Lease Payment date, pay Lessor the sum of: (i) all amounts then owed by Lessee to Lessor under this Lease, including the Lease payment due on such date; and (ii) an amount equal to all remaining Lease Payments to be paid during the Lease Term as set forth in Schedule B.

In the event that Lessee is obligated to make such payment with respect to less than all of the Equipment, Lessor will provide Lessee with the pro rata amount of the Lease Payment and the Balance Payment (as set forth in Schedule B) to be made by Lessee with respect to that part of the Equipment which has suffered the Event of Loss.

13. INSURANCE. Lessee will, at its expense, maintain at all times during the Lease Term, fire and extended coverage, public liability and property damage insurance with respect to the Equipment in such amounts, covering such risks, and with such insurers as shall be satisfactory to Lessor, or, with Lessor's prior written consent, Lessee may self-insure against any or all such risks. All insurance covering loss of or damage to the Equipment shall be carried in an amount no less than the amount of the then applicable Balance Payment with respect to such Equipment. The initial amount of insurance required is set forth in Schedule B. Each insurance policy will name Lessee as an insured and Lessor or its Assigns as an additional insured, and will contain a clause requiring the insurer to give Lessor at least thirty (30) days prior written notice of any alteration in the terms of such policy or the cancellation thereof. The proceeds of any such policies will be payable to Lessee and Lessor or its Assigns as their interests may appear. Upon acceptance of the Equipment and upon each insurance renewal date, Lessee will deliver to Lessor a certificate evidencing such insurance. In the event that Lessee has been permitted to self-insure, Lessee will furnish Lessor with a letter or certificate to such effect. In the event of any loss, damage, injury or accident involving the Equipment, Lessee will promptly provide Lessor with written notice thereof and make available to Lessor all information and documentation relating thereto.

14. INDEMNIFICATION. Lessee shall, to the extent permitted by law, indemnify Lessor against, and hold Lessor harmless from, any and all claims, actions, proceedings, expenses, damages or liabilities, including attorneys' fees and court costs, arising in connection with the Equipment, including, but not limited to, its selection, purchase, delivery, licensing, possession, use, operation, rejection, or return and the recovery of claims under insurance policies thereon.

15. ASSIGNMENT. Without Lessor's prior written consent, Lessee will not either (i) assign, transfer, pledge, hypothecate, grant any security interest in or otherwise dispose of this Lease or the Equipment or any interest in this Lease or the Equipment or; (ii) sublet or lend the Equipment or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor may assign its rights, title and interest in and to this Lease, the Equipment and any documents executed with respect to this Lease and/or grant or assign a security interest in this Lease and the Equipment, in whole or in part. Any such assignees shall have all of the rights of Lessor under this Lease. Subject to the foregoing, this Lease inures to the benefit of and is binding upon the heirs, executors, administrators, successors and assigns of the parties hereto.

Lessee covenants and agrees not to assert against the Assignee any claims or defenses by way of abatement, setoff, counterclaim, recoupment or the like which Lessee may have against Lessor. No assignment or reassignment of any Lessor's right, title or interest in this Lease or the Equipment shall be effective unless and until Lessee shall have received a notice of assignment, disclosing the name and address of each such assignee; provided, however, that if such assignment is made to a bank or trust company as paying or escrow agent for holders of certificates of participation in the Lease, it shall thereafter be sufficient that a copy of the agency agreement shall have been deposited with Lessee until Lessee shall have been advised that such agency agreement is no longer in effect. During the Lease Term Lessee shall keep a complete and accurate record of all such assignments in form necessary to comply with Section 149(a) of the Code, and the regulations, proposed or existing, from time to time promulgated thereunder. No further action will be required by Lessor or by Lessee to evidence the assignment, but Lessee will acknowledge such assignments in writing if so requested.

After notice of such assignment, Lessee shall name the Assignee as additional insured and loss payee in any insurance policies obtained or in force. Any Assignee of Lessor may reassign this Lease and its interest in the Equipment and the Lease Payments to any other person who, thereupon, shall be deemed to be Lessor's Assignee hereunder.

16. EVENT OF DEFAULT. The term "Event of Default", as used herein, means the occurrence of any one or more of the following events: (i) Lessee fails to make any Lease Payment (or any other payment) as it becomes due in accordance with the terms of the Lease when funds have been appropriated sufficient for such purpose, and any such failure continues for ten (10) days after the due date thereof; (ii) Lessee fails to perform or observe any other covenant, condition, or agreement to be performed or observed by it hereunder and such failure is not cured within twenty (20) days after written notice thereof by Lessor; (iii) the discovery by Lessor that any statement, representation, or warranty made by Lessee in this Lease or in writing delivered by Lessee pursuant hereto or in connection herewith is false, misleading or erroneous in any material respect; (iv) proceedings under any bankruptcy, insolvency, reorganization or similar legislation shall be instituted against or by Lessee, or a receiver or similar officer shall be appointed for Lessee or any of its property, and such proceedings or appointments shall not be vacated, or fully stayed, within twenty (20) days after the institution or occurrence thereof; or (v) an attachment, levy or execution is threatened or levied upon or against the Equipment.

17. REMEDIES. Upon the occurrence of an Event of Default, and as long as such Event of Default is continuing, Lessor may, at its option, exercise any one or more of the following remedies: (i) by written notice to Lessee, declare all amounts then due under the Lease, and all remaining Lease Payments due during the fiscal period in effect when the default occurs to be immediately due and payable, whereupon the same shall become immediately due and payable; (ii) by written notice to Lessee, request Lessee to (and Lessee agrees that it will), at

Lessee's expense, promptly discontinue use of the Equipment, remove the Equipment from all of Lessee's computers and electronic devices, return the Equipment to Lessor in the manner set forth in Section 5 hereof, or Lessor, at its option, may enter upon the premises where the Equipment is located and take immediate possession of and remove the same; (iii) sell or lease the Equipment or sublease it for the account of Lessee, holding Lessee liable for all Lease Payments and other amounts due prior to the effective date of such selling, leasing or subleasing and for the difference between the purchase price, rental and other amounts paid by the purchaser, Lessee or sublessee pursuant to such sale, lease or sublease and the amounts payable by Lessee hereunder; (iv) promptly return the Equipment to Lessor in the manner set forth in Section 5 hereof; and (v) exercise any other right, remedy or privilege which may be available to it under applicable laws of the state of the Equipment Location or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease or to recover damages for the breach of this Lease or to rescind this Lease as to any or all of the Equipment. In addition, Lessee will remain liable for all covenants and indemnities under this Lease and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

18. PURCHASE OPTION. Upon thirty (30) days prior written notice from Lessee to Lessor, and provided that no Event of Default has occurred and is continuing, or no event, which with notice or lapse of time, or both could become an Event of Default, then exists, Lessee will have the right to purchase the Equipment on the Lease Payment dates set forth in Schedule B by paying to Lessor, on such date, the Lease Payment then due together with the Balance Payment amount set forth opposite such date. Upon satisfaction by Lessee of such purchase conditions, Lessor will transfer any and all of its right, title and interest in the Equipment to Lessee as is, without warranty, express or implied, except that the Equipment is free and clear of any liens created by Lessor.

19. NOTICES. All notices to be given under this Lease shall be made in writing and mailed by certified mail, return receipt requested, to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notice shall be deemed to have been received five days subsequent to such mailing.

20. SECTION HEADINGS. All section headings contained herein are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.

21. GOVERNING LAW. This Lease shall be construed in accordance with, and governed by the laws of, the state of the Equipment Location.

22. DELIVERY OF RELATED DOCUMENTS. Lessee will execute or provide, as requested by Lessor, such other documents and information as are reasonably necessary with respect to the transaction contemplated by this Lease.

23. ENTIRE AGREEMENT; WAIVER. This Lease, together with Schedule A Equipment Lease-Purchase Agreement, Schedule B, Evidence of Insurance, Statement of Essential Use/Source of Funds, Certificate of Incumbency, Certified Lessee Resolution (if any), Information Return for Tax-Exempt Governmental Obligations and the Delivery and Acceptance Certificate and other attachments hereto, and other documents or instruments executed by Lessee and Lessor in connection herewith, constitutes the entire agreement between the parties with respect to the Lease of the Equipment, and this Lease shall not be modified, amended, altered, or changed except with the written consent of Lessee and Lessor. Any provision of the Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

The waiver by Lessor of any breach by Lessee of any term, covenant or condition hereof shall not operate as a waiver of any subsequent breach thereof.

24. EXECUTION IN COUNTERPARTS. This Lease may be executed in several counterparts, either electronically or manually, all of which shall constitute but one and the same instrument. Lessor reserves the right to request receipt of a manually-executed counterpart from Lessee. Lessor and Lessee agree that the only original counterpart for purposes of perfection by possession shall be the original counterpart manually executed by Lessor and identified as "Original", regardless of whether Lessee's execution or delivery of said counterpart is done manually or electronically.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 20th day of December, 2024.

LESSEE:
City of Mountain Home

By: _____
Title: _____

LESSOR:
MOTOROLA SOLUTIONS, INC.

By: _____
Title Treasurer

CERTIFICATE OF INCUMBENCY

I, _____ do hereby certify that I am the duly elected or

(Printed Name of Secretary/Clerk)

appointed and acting Secretary or Clerk of the City of Mountain Home an entity duly organized and existing under the laws of the **State of Idaho** that I have custody of the records of such entity, and that, as of the date hereof, the individual(s) executing this agreement is/are the duly elected or appointed officer(s) of such entity holding the office(s) below his/her/their respective name(s). I further certify that (i) the signature(s) set forth above his/her/their respective name(s) and title(s) is/are his/her/their true and authentic signature(s) and (ii) such officer(s) have the authority on behalf of such entity to enter into that certain Equipment Lease Purchase Agreement number **25562**, between _____ City of Mountain Home and Motorola Solutions, Inc. If the initial insurance requirement on Schedule B exceeds \$1,000,000, attached as part of the Equipment Lease Purchase Agreement is a Certified Lessee Resolution adopted by the governing body of the entity.

IN WITNESS WHEREOF, I have executed this certificate this _____ day of December, 2024.

By: _____
(Signature of Secretary/Clerk)

OPINION OF COUNSEL

With respect to that certain Equipment Lease-Purchase Agreement 25562 by and between Motorola Solutions, Inc. and the Lessee, I am of the opinion that: (i) the Lessee is, within the meaning of Section 103 of the Internal Revenue Code of 1986, a state or a fully constituted political subdivision or agency of the State of the Equipment Location described in Schedule A hereto; (ii) the execution, delivery and performance by the Lessee of the Lease have been duly authorized by all necessary action on the part of the Lessee, (III) the Lease constitutes a legal, valid and binding obligation of the Lessee enforceable in accordance with its terms. This opinion may be relied upon by the Lessor and any assignee of the Lessor's rights under the Lease.

Attorney for City of Mountain Home

**SCHEDULE A
EQUIPMENT LEASE-PURCHASE AGREEMENT**

**Schedule A 25562
Lease Number:**

This Equipment Schedule is hereby attached to and made a part of that certain Equipment Lease-Purchase Agreement Number **25562** ("Lease"), between Lessor and _Lessee.

Lessor hereby leases to Lessee under and pursuant to the Lease, and Lessee hereby accepts and leases from Lessor under and pursuant to the Lease, subject to and upon the terms and conditions set forth in the Lease and upon the terms set forth below, the following items of Equipment

QUANTITY	DESCRIPTION (Manufacturer, Model, and Serial Nos.)
	Refer to attached Equipment List.
Equipment Location:	

Initial Term: 72 Months

Commencement Date: January 1, 2025

First Payment Due Date: January 1, 2027

5 annual payments as outlined in the attached Schedule B, plus Sales/Use Tax of \$0.00, payable on the Lease Payment Dates set forth in Schedule B.

City of Mountain Home (Schedule B)						
Compound Period:		Annual				
Nominal Annual Rate:		4.701%				
CASH FLOW DATA						
Event	Date	Amount	Number	Period	End Date	
1 Lease	1/1/2025	\$ 181,674.00	1			
2 Lease Payment	1/1/2027	\$ 43,572.00	5	Annual	1/1/2031	
AMORTIZATION SCHEDULE - Normal Amortization, 360 Day Year						
	Date	Lease Payment	Interest	Principal	Balance	
Lease	1/1/2025				\$181,674.00	
1	1/1/2027	\$ 43,572.00	\$ 17,481.89	\$ 26,090.11	\$155,583.89	
2	1/1/2028	\$ 43,572.00	\$ 7,313.76	\$ 36,258.24	\$119,325.65	
3	1/1/2029	\$ 43,572.00	\$ 5,609.31	\$ 37,962.69	\$ 81,362.96	
4	1/1/2030	\$ 43,572.00	\$ 3,824.75	\$ 39,747.25	\$ 41,615.71	
5	1/1/2031	\$ 43,572.00	\$ 1,956.29	\$ 41,615.71	\$ -	
Grand Totals		\$ 217,860.00	\$ 36,186.00	\$181,674.00		

ORIGINAL ISSUE DISCOUNT:

Lessee acknowledges that the amount financed by Lessor is \$179,861.39 and that such amount is the issue price for this Lease Payment Schedule for federal income tax purposes. The difference between the principal amount of this Lease Payment Schedule and the issue price is original issue discount as defined in Section 1288 of the Code. The yield for this Lease Payment Schedule for federal income tax purposes is 4.97%. Such issue price and yield will be stated in the applicable Form 8038-G.

INITIAL INSURANCE REQUIREMENT: \$181,674.00

Except as specifically provided in Section five of the Lease hereof, Lessee agrees to pay to Lessor or its assignee the Lease Payments, including the interest portion, in the amounts and dates specified in the above payment schedule.

EVIDENCE OF INSURANCE

Fire, extended coverage, public liability and property damage insurance for all of the Equipment listed on Schedule A number **25562** to that Equipment Lease Purchase Agreement number **25562** will be maintained by the City of Mountain Home as stated in the Equipment Lease Purchase Agreement.

This insurance is provided by:

Name of insurance provider

Address of insurance provider

City, State and Zip Code

Phone number of local insurance provider

E-mail address

In accordance with the Equipment Lease Purchase Agreement Number **25562** , City of Mountain Home , hereby certifies that following coverage are or will be in full force and effect:

Type	Amount	Effective Date	Expiration Date	Policy Number
Fire and Extended Coverage	_____	_____	_____	_____
Property Damage	_____	_____	_____	_____
Public Liability	_____	_____	_____	_____

Certificate shall include the following:

Description: All Equipment listed on Schedule A number 25562 to that Equipment Lease Purchase Agreement number 25562. Please include equipment cost equal to the Initial Insurance Requirement on Schedule B to Equipment Lease Purchase Agreement number 25562 and list any deductibles.

Certificate Holder:

MOTOROLA SOLUTIONS, INC. and or its assignee as additional insured and loss payee
1303 E. Algonquin Road
Schaumburg, IL 60196

If self insured, contact Motorola representative for template of self insurance letter.

STATEMENT OF ESSENTIAL USE/SOURCE OF FUNDS

To further understand the essential governmental use intended for the equipment together with an understanding of the sources from which payments will be made, [please address the following questions](#) by completing this form or by sending a separate letter:

1. What is the specific use of the equipment?
2. Why is the equipment essential to the operation of **City of Mountain Home**?
3. Does the equipment replace existing equipment?

If so, why is the replacement being made?

4. Is there a specific cost justification for the new equipment?

If yes, please attach outline of justification.

5. What is the expected source of funds for the payments due under the Lease for the current fiscal year and future fiscal years? the

EQUIPMENT LEASE PURCHASE AGREEMENT DELIVERY AND ACCEPTANCE CERTIFICATE

The undersigned Lessee hereby acknowledges receipt of the Equipment described below ("Equipment") and Lessee hereby accepts the Equipment after full inspection thereof as satisfactory for all purposes of lease Schedule A to the Equipment Lease Purchase Agreement executed by Lessee and Lessor.

Equipment Lease Purchase Agreement No.: 25562

Lease Schedule A No. : 25562

EQUIPMENT INFORMATION

QUANTITY	MODEL NUMBER	EQUIPMENT DESCRIPTION
		Equipment referenced in lease Schedule A# 25562. See Schedule A for a detailed Equipment List.

LESSEE:

City of Mountain Home

By: _____

Date: _____

CERTIFIED LESSEE RESOLUTION

At a duly called meeting of the Governing Body of the Lessee (as defined in the Lease 25562) held on December _____, 2024, **(Insert date)** the following resolution was introduced and adopted.

BE IT RESOLVED by the Governing Board of Lessee as follows:

1. **Determination of Need.** The Governing Body of Lessee has determined that a true and very real need exists for the acquisition of the Equipment or other personal property described in the Lease between City of Mountain Home (Lessee) and Motorola Solutions, Inc. (Lessor).
2. **Approval and Authorization.** The Governing body of Lessee has determined that the Lease, substantially in the form presented to this meeting, is in the best interests of the Lessee for the acquisition of such Equipment or other personal property, and the Governing Board hereby approves the entering into of the Lease by the Lessee and hereby designates and authorizes the following person(s) referenced in the Lease to execute and deliver the Lease on Lessee's behalf with such changes thereto as such person deems appropriate, and any related documents, including any escrow agreement, necessary to the consummation of the transactions contemplated by the Lease.
3. **Adoption of Resolution.** The signatures in the Lease from the designated individuals for the Governing Body of the Lessee evidence the adoption by the Governing Body of this Resolution.

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name City of Mountain Home		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address) 160 S. 3rd East		Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Mountain Home ID 83647		7 Date of issue 1/1/25	
8 Name of issue Equipment Lease-Purchase Agreement 25562		9 CUSIP number None	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education		11	
12 Health and hospital		12	
13 Transportation		13	
14 Public safety		14	179,861.39
15 Environment (including sewage bonds)		15	
16 Housing		16	
17 Utilities		17	
18 Other. Describe ▶		18	
19a If bonds are TANs or RANs, check only box 19a		<input type="checkbox"/>	
b If bonds are BANs, check only box 19b		<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box		<input type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	1/1/31	179,861.39	181,674.00	6 years	4.97 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)			
22	Proceeds used for accrued interest	22	
23	Issue price of entire issue (enter amount from line 21, column (b))	23	179,861.39
24	Proceeds used for bond issuance costs (including underwriters' discount)	24	
25	Proceeds used for credit enhancement	25	
26	allocated to reasonably required reserve or replacement fund	26	
27	used to refund prior tax-exempt bonds. Complete Part V	27	
28	Proceeds used to refund prior taxable bonds. Complete Part V	28	
29	Total (add lines 24 through 28)	29	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	179,861.39

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.N/A	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded _____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded _____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) _____
34	Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY) _____

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▶ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶ <input type="checkbox"/> and enter the following information:		
b	Enter the date of the master pool bond ▶ (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ▶ _____		
d	Enter the name of the issuer of the master pool bond ▶ _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box.....▶		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box.....▶		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here ▶ <input type="checkbox"/> and enter the following information:		
b	Name of hedge provider ▶ _____		
c	Type of hedge ▶ _____		
d	Term of hedge ▶ _____		
42	If the issuer has superintegrated the hedge, check box.....▶		<input type="checkbox"/>
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box.....▶		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box.....▶		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here ▶ <input type="checkbox"/> and enter the amount of reimbursement.....▶ _____		
b	Enter the date the official intent was adopted ▶ (MM/DD/YYYY) _____		

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature and Consent Signature of Authorized Representative _____ Date _____ Title _____

Paid Preparer Signature _____

Tiffany Belt

From: Amy Pearson
Sent: Thursday, December 12, 2024 10:03 AM
To: Mayor
Cc: Tiffany Belt; Jonathan Thompson
Subject: Time Sensitive - Motorola Solutions Flex Software Agreement and Lease
Attachments: New FIRM_MHPD_Flex Proposal 12.12.pdf

Importance: High

Hello Mr. Mayor,

Thank you for meeting with me first thing this morning. I have attached our Motorola Records Management System (RMS) Proposal, Customer Agreement, and Lease Agreement for legal review.

These are the documents for the new records management system that we are switching to in partnership with Elmore County Sheriff's Office. The attached proposal and contractual terms are for City of Mountain Home only as we are purchasing our own modules as part of the shared system. This purchase has been approved through budgetary proceedings and the first payment is already in our current year's budget; the attachment is just the formal proposal, customer agreements, lease agreement that need to be signed by December 20th.

When I realized that there was not a second council meeting this month, I requested that Motorola amend the dates in the documents to January 15, 2025, the day after the next council meeting not thinking this would be an issue. However, I was told that if we do not sign by December 20, 2024, that they will need to readjust our contract price and interest rate. In order to lock in our current purchase price and interest rate and avoid increases in both of those areas we need to have legal review this document, receive council approval, and have the signed documents back to Motorola by December 20th.

This is a long document, but the contractual terms start on page 80. I have worked directly with Motorola on numerous changes and feel confident in the non-legal portions of this document.

Thank you so much for your help with this. I appreciate you, legal, and council more than you know.

Thank you,



Amy L. Pearson

Records Supervisor
Executive Assistant

City of Mountain Home
Police Department
2775 E. 8th North Street
Mountain Home, ID 83647

T (208) 587-2101 Ext. 1212
F (208) 587-0180