

# THE CITY OF STOCKTON

P25 L CORE MASTER SITE AND MCC7500 INTEGRATION

DECEMBER 17, 2018

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Motorola Solutions  
10680 Trenea Street, Suite #200  
San Diego, CA. 92131  
USA

December 17, 2018

Terrell Harper  
IT Project Manager, IT  
The City of Stockton  
400 E. Main St.  
Stockton, CA 95202

Subject: P25 L Core Master Site and MCC7500 Integration

Dear Mr. Harper:

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

To best meet the functional and operational specifications of this solicitation, Motorola's solution includes a combination of hardware, software, and services. Specifically, this solution is for a P25 L Core Master Site and provides:

- P25 L Core Master Site
- Integration with the Stockton Fire Department's (6) existing MCC7500 consoles

This proposal consists of this cover letter and the Communications System and Services Agreement (CSSA), together with its Exhibits. This proposal shall remain valid for a period of 90 days from the date of this cover letter. The City of Stockton may accept the proposal by delivering to Motorola Solutions the CSSA signed by the City of Stockton representative. Alternatively, Motorola Solutions would be pleased to address any concerns the City of Stockton may have regarding the proposal. Any questions can be directed to your Motorola Solutions Account Executive, Mike Marraccini at 916-201-5670 or Cheri Lynn Rockwell, our Motorola Solutions Manufacturer's Representative (Delta Wireless) at 925-453-1837.

We thank you for the opportunity to furnish The City of Stockton with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

Motorola Solutions, Inc.



Mike De Benedetti  
Area Sales Manager Northern California

## SECTION 1

# SOLUTION DESCRIPTION

In response to the City of Stockton's request for a new, P25 ASTRO L2 Core to support their legacy RF conventional equipment and previously purchased MCC7500 dispatch consoles, Motorola Solutions is providing this quotation for a P25 ASTRO 25 L2 Core capable of supporting the legacy RF sites, the previously purchased MCC7500 dispatch consoles and able to support a technology migration to trunking solutions available to the Public Safety market.

The ASTRO 25 software-defined platform provides the freedom to deploy a right-sized system today, with the confidence of easily adding coverage, capacity, and new capabilities as the needs evolve in the future.

The solution is a P25 compliant, single zone, trunked configuration. The core supports trunked system configurations with up to 5 repeater sites, 10 simulcast subsites, and up to 150 base repeaters. Analog or digital conventional channels can also be supported. A COTS server supports all call processing within the zone. The same server provides Active Directory functionality and can be used for the backup of databases at the core. Centralized system management applications also reside on this platform. With this core, agencies can enable Integrated Voice and Data, Enhanced Data, and can interoperate with other P25 networks. For added resiliency, the core is configured in a fully redundant configuration. The server and the necessary transport equipment are all contained within a single open rack.

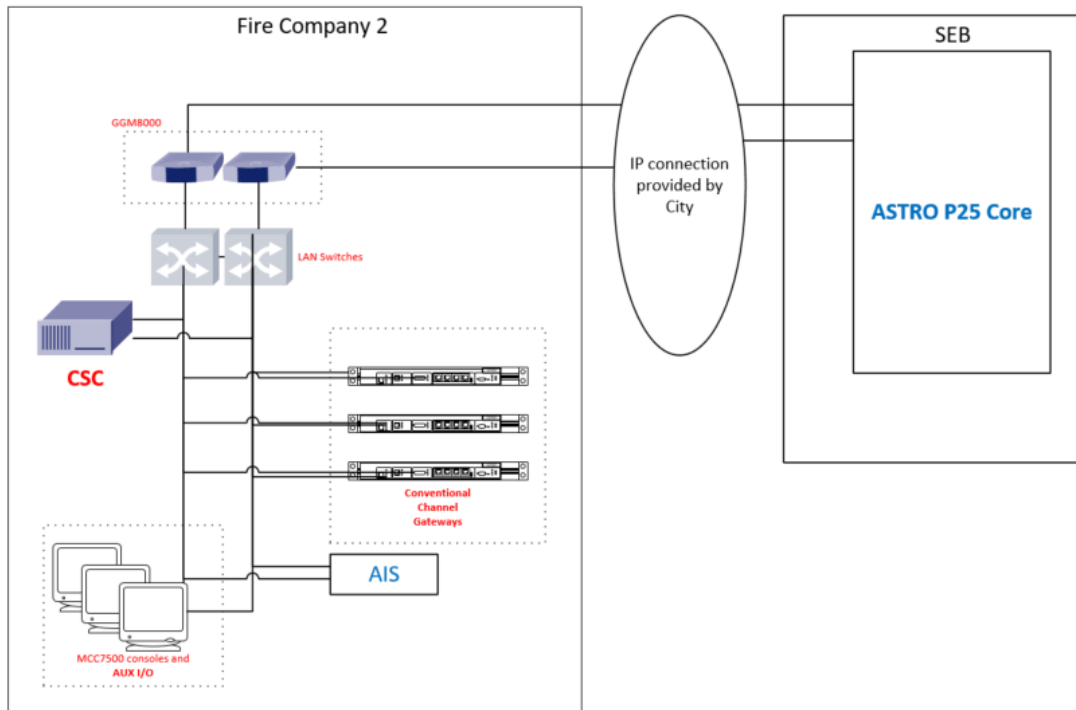
This proposal utilizes the previously purchased six (6) MCC7500 dispatch console positions, one (1) APX7500 Console plus antenna, an Archiving Interface Server (AIS) to support IP logging, an optional logging playback computer and associated equipment to set up the Stockton Fire Department's dispatch center and bring the software on previously ordered equipment up to date. It is proposed that the L2 Core to be located at SEB and that the Stockton Fire Department consoles to be located at Fire Co 2. The proposal includes the necessary equipment to allow connection to existing analog and V.24-based equipment via the City of Stockton provided back haul network.

The MCC7500 is capable of accessing and controlling Stockton Fire agency's analog and digital conventional base stations through the use of conventional channel gateways (CCGW). The dispatch console processes audio received from the station and provides the transmit audio and control functions from the dispatch position. Each CCGW supports up to eight channels through 4-wire connectivity, or up to ten channels through IP connectivity.

The proposed ASTRO P25 core equipment is as follows:

- P25 L2 Core Master Site
- Licenses to upgrade existing MCC7500 dispatch consoles and computer platforms
- Archiving Interface Server (AIS) to support IP logging
- Playback station to access logged calls
- Integration of previously purchased consoles, Console, Conventional Channel Gateways and IP networking equipment to connect the dispatch center to the L2 Core

### The City of Stockton L Core and Existing MCC7500 Dispatch Consoles Diagram



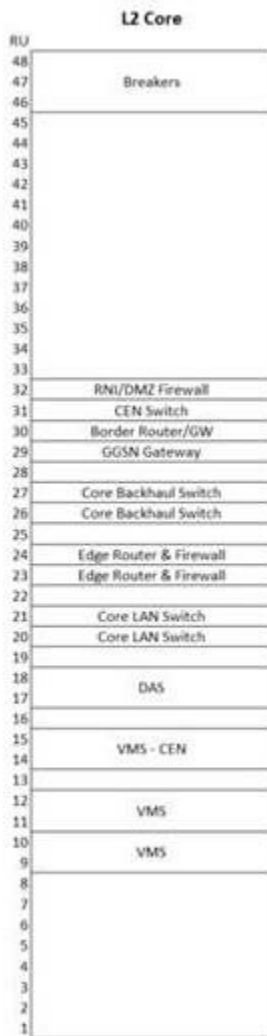
Items in Blue font are included in the BOM with this proposal  
 Items in Red font were previously purchased via MCC7500 order

### Stockton Fire Department Analog/v.24 Channel Assignment

STOCKTON FIRE			
RADIO CHANNEL	CONNECTION TYPE	CCGW #	CH #
STOCKTON FIRE CH 1	V.24	1	1
STOCKTON FIRE TAC 2	V.24	1	2
STOCKTON FIRE TAC 3	V.24	1	3
STOCKTON FIRE TAC 4	V.24	1	4
STOCKTON ALERTING	ANALOG 4 WIRE	1	5
STOCKTON PD 1	ANALOG 4 WIRE	1	6
STOCKTON PD 2	ANALOG 4 WIRE	1	7
CONSOLETTTE	ANALOG 4 WIRE	1	8
PUBLIC WORKS UHF	ANALOG 4 WIRE	2	1
STO COM TAC 5	V.24	2	2
TRACY FIRE BU 2	ANALOG 4 WIRE	2	3
TRACY FIRE CH 1	ANALOG 4 WIRE	2	4
TRACY FIRE CH 2	ANALOG 4 WIRE	2	5

CO FIRE INTEROP	ANALOG 4 WIRE	2	6
LODI ALERTING	ANALOG 4 WIRE	2	7
LODI FIRE CH 1	V.24	2	8
LODI FIRE CH 2	V.24	3	1
LODI VHF BACKUP	ANALOG 4 WIRE	3	2
LODI/TRACY FIRE BACK UP 2	ANALOG 4 WIRE	3	3
SOUTH COUNTY ALERTING	ANALOG 4 WIRE	3	4
SOUTH COUNTY DISPATCH	ANALOG 4 WIRE	3	5
SOUTH COUNTY TAC 1	ANALOG 4 WIRE	3	6
SOUTH COUNTY TAC 2	ANALOG 4 WIRE	3	7
STATE OES FIRE	ANALOG 4 WIRE	3	8

### ASTRO L2 Core Rack Drawing



## MODIFICATIONS TO JANUARY 26, 2018 PROPOSAL

### Additional Equipment Items:

- AIS Audio Interface Server
- Logging Recorder Playback Station

### Additional System Integration Services:

- Ship existing MCC7500 Consoles to Motorola CCSi Staging
- Upgrade of all existing MCC 7500 Console System Components
- Staging of Upgraded MCC 7500 Consoles
- Implementation of AIS
- Implementation of Playback Recorder
- Conventional Master Site Licenses for Stockton Resources
- Conventional Subscriber Licenses

## SECTION 2

# STATEMENT OF WORK

Motorola Solutions is proposing to the City of Stockton the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
SEB	P25 ASTRO L Core Master Site
Stockton Fire Dispatch	Integrate (6) existing MCC7500 Dispatch Consoles
SEB	Conventional Channel Gateways
Stockton Fire Dispatch	Conventional Channel Gateways

The document delineates the general responsibilities between Motorola Solutions and the City of Stockton as agreed to by contract.

## 2.1 MOTOROLA SOLUTIONS RESPONSIBILITIES

Motorola Solutions' general responsibilities include the following:

- Perform the installation of the Motorola Solutions supplied equipment described above.
- Schedule the implementation in agreement with the City of Stockton.
- Coordinate the activities of all Motorola Solutions subcontractors under this contract.
- Administer safe work procedures for installation.
- Perform an R56 site audit.
- Administrator training for the L Core Master Site (Add/Remove Subscribers).
- Provide the City of Stockton with the appropriate system interconnect specifications.

## 2.2 CITY OF STOCKTON RESPONSIBILITIES

The City of Stockton will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola Solutions. The City of Stockton's general responsibilities include the following:

- Provide all buildings, equipment shelters, and towers required for system installation
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Responsible for frequencies and licensing for project as required.
- Provide required system interconnections from RF Sites and on site connectivity beyond 100 meters.
- The City of Stockton will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all the City of Stockton's vendors or other contractors.

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

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of The City of Stockton.
- No RF FNE or Subscriber reprogramming is included in this scope of work.
- Approved FCC licensing provided by the City of Stockton.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the City of Stockton.
- All required Ethernet connections will be within the industry standard 100 meter limitations.
- Any required Ethernet connectivity beyond the 100 meters will be the responsibility of The City of Stockton.
- Any required system interconnections not specifically outlined here will be provided by the City of Stockton. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal.
- The City of Stockton will be responsible for any required or desired software upgrades that are not a part of this proposal including CAD, Logging Recorders, etc.
- Motorola Solutions is not responsible for interference caused or received by the Motorola Solutions provided equipment except for interference that is directly caused by the Motorola Solutions provided transmitter(s) to the Motorola Solutions provided receiver(s). Should the City of Stockton's system experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue.

## SECTION 3

# EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0274	SINGLE ZONE TRUNKED L CORE
3	UA00152AA	ADD:500 RADIO USER LICENSES
1	CA02882AC	ADD: L2 REDUNDANT SW
1	CA03112AB	ADD: L2 REDUNDANT HW
1	CA01663AB	ADD: RACK
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
14	CA02193AA	ADD: ANTI-MALWARE DEF UPDATE LIC
1	CA02681AA	ADD: CONVENTIONAL TALKGROUPS CORE
8	T7885	MCAFFEE WINDOWS AV CLIENT
1	SQM01SUM0257	INTELLIGENT MIDDLEWARE
1	CA02384AE	ADD: UNIFIED NETWORK SERVICES SOFTWARE
1	CA02354AA	ADD: ASTRO NETWORK APPLICATION INTERFACE
1	CA02053AE	ADD: SUPPLEMENTAL CD IA (IMW)
1	DVN4046B	MASTER SYSTEM KEY STARTER KIT
1	CLN1868	2930F 24-PORT SWITCH
1	CLN1869	2930F 48-PORT SWITCH
1	T8492	SITE AND HUB ROUTER AND FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
6	CLN0002	SOFTWARE,WINDOWS 10 EMB UPGRADE KIT
1	CLN0002	SOFTWARE,WINDOWS 10 EMB UPGRADE KIT
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
1	B1933	MOTOROLA VOICE PROCESSOR MODULE
1	CA00288AB	ADD: MCC 7500 ARCHIVING INTERFACE SERVER SOFTWARE LICENSE
1	CA00147AF	ADD: MCC 7500 SECURE OPERATION
1	CA00143AC	ADD: DES-OFB ALGORITHM
1	CA00140AA	ADD: AC LINE CORD, NORTH AMERICAN
1	T7885	MCAFFEE WINDOWS AV CLIENT
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
1	TT3225	Z2 MINI WORKSTATION 258G 8G NON RET
1	DSTG221B	TECH GLOBAL EVOLUTION SERIES 22INCH NON TOUCH
1	CDN6673	PC DESKTOP SPEAKERS
1	B1905	MCC 7500 ASTRO 25 SOFTWARE
6	CA00899AA	ADD: MCC 7500 DISPATCH CONSOLE SOFTWARE REFRESH LICENSE

SECTION 4

# PROJECT SCHEDULE

A mutually agreed upon Project Schedule will be developed during the Project Kick-Off Meeting with the City of Stockton.

SECTION 5

# ACCEPTANCE TEST PLAN

A mutually agreed upon Acceptance Test Plan will be developed during the Project Kick-Off Meeting with the City of Stockton.

## SECTION 6

# WARRANTY AND MAINTENANCE

Motorola Solutions will provide the City of Stockton Warranty services as outlined in the CSSA. In addition, Motorola Solutions will include our Essentials Plus Services during the Warranty period. Maintenance and Lifecycle services are described generally below and full statements of work describing the services are available upon request.

Motorola Solutions has over 85 years of experience supporting mission critical communications for public safety and public service agencies. Motorola Solutions' technical and service professionals use a structured approach to life cycle service delivery and provide comprehensive maintenance and support throughout the life of the system. The value of support is measured by system availability, which is optimized through the use of proactive processes, such as preventive maintenance, fault monitoring and active response management. System availability is a function of having in place a support plan delivered by highly skilled support professionals, backed by proven processes, tools, and continuous training.

## 6.1 THE MOTOROLA SOLUTIONS SERVICE DELIVERY TEAM

### 6.1.1 Customer Support Manager

Your Motorola Customer Support Manager provides coordination of support resources to enhance the quality of service delivery and to ensure your satisfaction. The Customer Support Manager (CSM) is responsible to oversee the execution of the Warranty and Service Agreement and ensure that Motorola Solutions meets its response and restoration cycle time commitments. The CSM will supervise and manage the Motorola Solutions Authorized Servicer's functions.

### 6.1.2 Motorola Solutions System Technologists

The Motorola Solutions System Technologists (ST) are available to assist Motorola Solutions' Authorized Servicers when needed.

### 6.1.3 Motorola Solutions System Support Center

Located in Schaumburg, Illinois, the System Support Center (SSC) is a key component to the overall management and system maintenance. As detailed in this Customer Support Plan, the following services are available from the System Support Center:

- Network Event Monitoring
- Service Desk
- Network Hardware Repair with Advanced Replacement
- Technical Support

### 6.1.4 Motorola Solutions Local Service Provider

Motorola Solutions' authorized service centers are staffed with trained and qualified technicians. They provide rapid response, repair, restoration, installations, removals, programming, and scheduled preventive maintenance tasks for site standards compliance and RF operability. Motorola Solutions' authorized service centers are assessed annually for technical and administrative competency.

Motorola Solutions places great emphasis on ensuring that communications systems, such as the one proposed for the City of Stockton, meet high standards for design, manufacture, and performance. To enhance the value of the communications system being acquired, Motorola Solutions offers customized warranty and post-warranty services as outlined in this section.

## 6.2 WARRANTY SERVICES

Motorola Solutions will provide warranty services per our standard warranty terms and conditions as outlined within the Communication Systems and Services Agreement within this proposal. In addition to the Standard Commercial Warranty, the service products that comprise the Custom Warranty package included in this proposal to the City of Stockton and are listed below along with a brief description.

# ESSENTIAL PLUS SERVICES

## ESSENTIAL PLUS SERVICES OVERVIEW

In order to ensure that the City of Stockton has immediate access to Motorola Solutions' onsite and technical support teams for both unforeseen issues and ongoing maintenance, Motorola Solutions proposes our Essential Plus Services offering to the City of Stockton. Appropriate for customers who want to minimize their system's downtime, Essential Plus Services provide a reliable service response and restoral process remote assistance to address unforeseen network events, effect onsite repairs to network components, and deliver patches to keep the City of Stockton's system secure. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Onsite Support.
- Annual Preventative Maintenance.
- Network Hardware Repair.
- Network Hardware Repair with Advanced Replacement.
- Self-Installed Security Patches.

These services will be delivered to the City of Stockton through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance

of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

## ESSENTIAL PLUS SERVICES DESCRIPTION

### Centralized Service Delivery

Centralized support will be provided by Motorola Solutions' support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of the City of Stockton's system.

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between the City of Stockton, third-party subcontractors and manufacturers, and Motorola Solutions. When the City of Stockton's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola Solutions' Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting the City of Stockton's inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola Solutions' recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

### Field Service Delivery

Onsite repairs and network preventative maintenance will be provided by authorized local field services delivery personnel, who will be dispatched from and managed by the Solutions Support Center.

**OnSite Support** provides local, trained and qualified technicians who will arrive at the City of Stockton's location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) in order to identify defective elements, and replacing those elements with functioning ones. The system technician will respond to the City of Stockton's location in order to remedy equipment issues based on the impact of the issue to overall system function.

**Annual Preventive Maintenance Service** provides proactive, regularly scheduled operational testing and alignment of infrastructure and network components to ensure that they continually meet original manufacturer specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis.

## Network Hardware Repair

**Network Hardware Repair** – Motorola Solutions’ authorized Repair Depot will repair the equipment provided by Motorola Solutions, as well as select third-party infrastructure equipment supplied as part of the proposed solution. The Repair Depot will manage the logistics of equipment repair (including shipment and return of repaired equipment), repair Motorola Solutions equipment, and coordinate the repair of third-party solution components.

Motorola Solutions also proposes **Network Hardware Repair with Advanced Replacement** to the City of Stockton. With this additional service, Motorola Solutions will exchange malfunctioning components and equipment with advanced replacement units or Field Replacement Units (FRUs) as they are available in the Repair Depot’s inventory. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to the Repair Depot’s FRU inventory upon repair completion. If the City of Stockton prefers to maintain their existing FRU inventory. The City of Stockton will be able to request a “loaner” FRU while their unit is being repaired.

## Security Management Operations

The proposed **Self-Installed Security Patches Service** will provide the City of Stockton with security updates that are pre-tested by Motorola Solutions and installed by the City of Stockton’s personnel. Motorola Solutions’ dedicated vetting lab will pre-test security updates for the proposed ASTRO 25 system release. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates provided to the City of Stockton. Once an update is fully tested and ready for deployment in the City of Stockton’s system, Motorola Solutions will post it to a secured extranet website and send an email notification to the City of Stockton. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation for the City of Stockton along with the updates on the website.

## MOTOROLA SOLUTIONS’ SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola Solutions’ team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

## On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola Solutions’ Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

## **Onsite Service through a Field Service Team**

Onsite maintenance and repair of the City of Stockton's system will be provided by Motorola Solutions' local team of service personnel. Motorola Solutions will provide the City of Stockton with a Customer Support Plan (CSP) that outlines the details of each service, provides escalation paths for special issues, and any other information specific to the City of Stockton's service agreement. Some of these details will include items such as access to sites, response time requirements, severity level definitions, and parts department access information.

Local technicians will be dispatched for onsite service by the SSC, who will inform the technician of the reason for dispatch. This will enable the technician to determine if a certain component or field replacement unit (FRU) will be needed from inventory to restore the system. Once on site, the field technician will notify the SSC and begin to work on the issue. The technician will review the case notes to determine the status of the issue, and begin the troubleshooting and restoration process. Once the system is restored to normal operation, the field technician will notify the SSC that the system is restored. The SSC, in turn, will notify the City of Stockton that the system is restored to normal operation and request approval to close the case.

## **Centralized Repair Management through Motorola Solutions' Repair Depot**

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate the City of Stockton's network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order. After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in the City of Stockton's system. All components being repaired are tracked throughout the process, from shipment by the City of Stockton to return through a case management system where users can view the repair status of the radio via a web portal.

## **Direct Access to System Information through MyView Portal**

Supplementing Motorola Solutions' proposed services plan for the City of Stockton is access to Motorola Solutions' online system information tool, MyView Portal. MyView Portal provides our customers with real-time visibility to critical system and services information, all through an easy-to-use, graphical interface. With just a few clicks, the City of Stockton's administrators will gain instant access to system and support compliance, case reporting, ability to update and create cases, have visibility to when the system will be updated, and receive pro-active notifications regarding system updates. Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



Figure 1: MyView Portal offers real-time, role-based access to critical system and services information.

## 6.3 POST WARRANTY SERVICES

As Motorola Solutions' continuing commitment to supporting your system, warranty services can be extended after the first year to provide maintenance and service support in future years. Any of the services that we identify can be customized in future years, and are available for purchase either in "System Support Services" packages or as individual service offerings. These system support services significantly benefit the City of Stockton because the system can be effectively supported after the warranty period, thereby maximizing the operational capabilities and useful life of the system and protecting your investment in the system.

Post-warranty support has not been included with this offering but can be provided upon request.

## 6.4 SUMMARY

Whether it's a routine service call, or a disaster situation, Motorola Solutions understands its responsibility and takes pride in its commitment to deliver proven response service to the public safety community. Motorola Solutions has the capability to provide the technical, administrative, consultative, and maintenance repair services needed to support, enhance, and maintain the effectiveness of your communications network. Motorola Solutions' goal is to provide the City of Stockton with the services and qualified resources, to maintain and improve system operation and availability, and to deliver world-class service support.

Warranty and Post Warranty Service support services to be delivered are outlined in Table 6-1.

**Table 6-1: Warranty and Post Warranty Service Overview**

Warranty and Post Warranty Service Overview	Warranty Year	Post Warranty Years
Service Desk	Included	Optional
Technical Support	Included	Optional
Onsite Support	Included	Optional
Annual Preventative Maintenance	Included	Optional
Network Hardware Repair	Included	Optional
Network Hardware Repair with Advanced Replacement	Included	Optional
Self-Installed Security Patches	Included	Optional

SECTION 7

# TRAINING

Motorola Solutions will provide Train the Trainer Training for the following:

- Administrator Training for the L Core Master Site
- MCC7500 Administrator Training
- MCC7500 Dispatcher Training

## SECTION 8

# PRICING

Motorola Solutions is pleased to provide the following equipment and services to The City of Stockton:

Equipment and Services	Pricing
City of Stockton Equipment	\$462,851
City of Stockton Equipment HGAC Discount	(\$72,945)
City of Stockton HGAC Discounted Equipment	\$389,906
City of Stockton System Implementation	\$377,895
City of Stockton Equipment Tax (9%)	\$33,142
City of Stockton Total System	\$800,942
Motorola Customer Loyalty Discount	(\$104,553)
City of Stockton Grand Total with Loyalty Discount	\$696,389

## Payment Terms:

Except for a payment that is due on the Effective Date, The City of Stockton will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. The City of Stockton will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

1. 25% of the Contract Price due upon contract execution;
2. 60% of the Contract Price due upon shipment of equipment;
3. 5% of the Contract Price due upon installation of equipment;
4. 5% of the Contract Price upon system acceptance or start of beneficial use; and
5. 5% of the Contract Price due upon Final Acceptance.

## SECTION 9

# CONTRACTUAL DOCUMENTATION

## 9.1 COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

### Communications System and Services Agreement

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

#### Section 1 ATTACHMENTS

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

Exhibit A "Motorola Solutions Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated December 17, 2018

C-2 "Pricing Summary & Equipment List" dated December 17, 2018

C-3 "Implementation Statement of Work" dated December 17, 2018

Exhibit D "System Acceptance Certificate"

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

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

#### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

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

Administrative User Credentials may be referred to as the Administrative User.

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

**“Confidential Information”** means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

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

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

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

**“Effective Date”** means that date upon which the last Party executes this Agreement.

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

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

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

**“Motorola Solutions Software”** means software that Motorola Solutions or its affiliated companies owns.

**“Non-Motorola Solutions Software”** means software that a party other than Motorola Solutions or its affiliated companies owns.

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

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

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

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

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

**“Software Support Policy” (“SwSP”)** means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Solutions Software. This policy may be modified from time to time at Motorola Solutions’ discretion.

**“Solution”** means the combination of the System(s) and Services provided by Motorola Solutions under this Agreement.

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

**“Specifications”** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

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

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

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

**“System Acceptance”** means the Acceptance Tests have been successfully completed.

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

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

### **Section 3      SCOPE OF AGREEMENT AND TERM**

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

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

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

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

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

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

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

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

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

## Section 4 SERVICES

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

4.2. MAINTENANCE, SUPPORT, AND SUA SERVICES. During the Warranty Period, in addition to warranty services, Motorola Solutions will provide maintenance Services for the Equipment and support for the Motorola Solutions Software pursuant to the Statement of Work set forth in the Maintenance and Support Addendum. Support for the Motorola Solutions Software will be in accordance with Motorola Solutions' established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. If Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola Solutions will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to the maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services.

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

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

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

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola Solutions for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola Solutions. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to such property, and return it to Motorola Solutions upon request. Such property will be held by Customer for Motorola Solutions' use without charge and may be removed from Customer's premises by Motorola Solutions at any time without restriction. Upon termination of the Agreement for any reason, Customer shall return to Motorola Solutions all equipment delivered to Customer.

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

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information

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

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

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

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

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

## **Section 5 PERFORMANCE SCHEDULE**

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

## **Section 6 CONTRACT PRICE, PAYMENT AND INVOICING**

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that Customer will appropriate funds according to the Payment Schedule. The Elmore County Sheriff's Office will pay all invoices as received from Motorola Solutions and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Elmore County Sheriff's Office will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$699,701. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola Solutions has priced the Services, Software, and Equipment as an integrated System. A reduction in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola Solutions will submit invoices to Customer according to the Payment schedule in Exhibit B. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola Solutions within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions is 36-1115800.

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

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Elmore County Sheriff's Office at the following address:

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

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

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

The Equipment will be shipped to the Elmore County Sheriff's Office at the following address (insert if this information is known):

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

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

## **Section 7 SITES AND SITE CONDITIONS**

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

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola Solutions may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

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

## **Section 8 TRAINING**

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

## **Section 9      SYSTEM ACCEPTANCE**

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

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

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

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

## **Section 10    REPRESENTATIONS AND WARRANTIES**

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

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

10.3.    SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola Solutions warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this

Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Solutions Software by events or causes beyond Motorola Solutions' control, this warranty expires eighteen (18) months after the shipment of the Motorola Solutions Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.** TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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

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

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

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

10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOLUTIONS SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

## **Section 11 DELAYS**

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

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

## **Section 12 DISPUTES**

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

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

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

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

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

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

## **Section 13 DEFAULT AND TERMINATION**

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the

default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola Solutions may stop work on the project until it approves the Elmore County Sheriff's Office's cure plan.

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

## **Section 14 INDEMNIFICATION**

14.1. **GENERAL INDEMNITY BY Motorola Solutions.** Motorola Solutions will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola Solutions, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola Solutions prompt, written notice of any claim or suit. Customer will cooperate with Motorola Solutions in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola Solutions' general indemnification of Customer from liabilities that are in any way related to Motorola Solutions' performance under this Agreement. Notwithstanding, this obligation does not apply if Motorola Solutions is entitled to immunity under the NG911 Act of 2012.

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

### **14.3. PATENT AND COPYRIGHT INFRINGEMENT.**

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

14.3.2 If an Infringement Claim occurs, or in Motorola Solutions' opinion is likely to occur, Motorola Solutions may at its option and expense: (a) procure for Customer the right to continue using the Motorola Solutions Product; (b) replace or modify the Motorola Solutions Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Solutions Product and grant Customer a credit for the Motorola Solutions Product, less a reasonable charge for depreciation. The depreciation

amount will be calculated based upon generally accepted accounting standards.

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

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

## **Section 15      LIMITATION OF LIABILITY**

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

## **Section 16      CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1.    CONFIDENTIAL INFORMATION.**

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola Solutions' Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at

least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

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

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

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

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

#### 16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola Solutions the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

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

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola Solutions. Motorola Solutions will be free to use,

reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola Solutions' receipt of the Feedback does not imply or create recognition by Motorola Solutions of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola Solutions products or services conceived of or made by Motorola Solutions that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola Solutions and all right, title and interest in and to such fixes, modifications or improvements to the Motorola Solutions product or service will vest solely in Motorola Solutions.

## **Section 17      GENERAL**

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

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

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

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

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

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

17.7. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. **COMPLIANCE WITH APPLICABLE LAWS.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer

will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola Solutions might assist Customer in the preparation of its FCC license applications, neither Motorola Solutions nor any of its employees is an agent or representative of Customer in FCC or other matters.

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

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

17.11. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Solutions Software); Section 3.6 (Non-Motorola Solutions Software); if any payment obligations exist, Sections 6.1 and 6.2 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

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

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

**Motorola Solutions, Inc.****Customer**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit A****MOTOROLA SOLUTIONS SOFTWARE LICENSE AGREEMENT**

This Exhibit A Motorola Solutions Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola Solutions"), and the City of Stockton ("Licensee").

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

**Section 1 DEFINITIONS**

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

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

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

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

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

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

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

**Section 2 SCOPE**

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

**Section 3 GRANT OF LICENSE**

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

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

#### **Section 4      LIMITATIONS ON USE**

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

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

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

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

## **Section 5 OWNERSHIP AND TITLE**

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

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

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

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

6.3. Warranty claims are described in the Primary Agreement.

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

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola Solutions' prior written consent. Motorola Solutions' consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola Solutions' radio products and Licensee transfers ownership of the Motorola Solutions radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola

Solutions' FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola Solutions upon request, obligating the transferee to be bound by this Agreement.

## **Section 8      TERM AND TERMINATION**

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

8.2      Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola Solutions that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola Solutions or destroyed by Licensee and are no longer in use by Licensee.

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

## **Section 9      Commercial Computer Software**

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

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

## **Section 10      CONFIDENTIALITY**

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

**Section 11      LIMITATION OF LIABILITY**

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

**Section 12      NOTICES**

Notices are described in the Primary Agreement.

**Section 13      GENERAL**

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

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

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

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

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

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

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

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

**Exhibit B****PAYMENT**

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

**System Purchase (excluding Subscribers, if applicable)**

- 1. 25% of the Contract Price due upon contract execution (due upon effective date);**
- 2. 60% of the Contract Price due upon shipment of Equipment from Staging;**
- 3. 5% of the Contract Price due upon installation of Equipment; and**
- 4. 5% of the Contract Price upon system acceptance or start of beneficial use; and**
- 5. 5% of the Contract Price due upon Final Project Acceptance.**

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

Motorola Solutions may make partial shipments of Equipment and will request payment upon shipment of such Equipment. In addition, Motorola Solutions will invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the Equipment shipped/services performed will be determined by the value of the shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall System package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber Equipment values to total Contract Price. Overdue invoices will bear simple interest at the maximum allowable rate.

**For Lifecycle Support Plan and Subscription Based Services:**

**Motorola Solutions will invoice Customer annually in advance of each year of the plan.**

## EXHIBIT D

## System Acceptance Certificate

**Customer Name:** \_\_\_\_\_**Project Name:** \_\_\_\_\_

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

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Motorola Solutions Representative:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola Solutions has provided and Customer has received all deliverables, and Motorola Solutions has performed all other work required for Final Project Acceptance.

Customer Representative:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Motorola Solutions Representative:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## **MAINTENANCE, SUPPORT AND SUA ADDENDUM**

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

### **1. DEFINITIONS**

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

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

### **2. SCOPE**

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

### **3. TERMS AND CONDITIONS**

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

#### **3.1 MAINTENANCE AND SUPPORT SERVICES**

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

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

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

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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

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

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

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

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

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

#### 3.1.11 EXCLUDED SERVICES.

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

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

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate

shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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

## 3.2 **SUA SERVICES**

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

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

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

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

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

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

- a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
- b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and

authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

- c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

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

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

3.2.9 SUA INFLATION ADJUSTMENT. After the end of the \_\_\_\_ year of the SUA service period in this Addendum, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each SUA year exceeds five percent (5%), the price for the coming year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price \* (actual change in the CPI - 5 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Addendum. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months.

#### 4. PAYMENT

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

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

SECTION 10

# LITERATURE

Motorola is providing the following Literature for the City of Stockton.



# THE RIGHT CHOICE FOR TODAY IS THE SMART CHOICE FOR TOMORROW ASTRO® 25 SYSTEMS





**WHEN LIVES ARE  
AT STAKE.**

**RELY ON THE  
SYSTEM TRUSTED  
BY OVER A  
MILLION FIRST  
RESPONDERS  
EVERYDAY.**

Around the world men and women, who protect our communities, put their lives at risk to make our lives safe. Whether running into a burning building, pursuing a speeding car or knocking on the door of a domestic disturbance, they need the confidence that there is a system behind them that will provide the help needed.

With over 350 ASTRO® 25 trunked systems and thousands of conventional sites, two million users rely on a Motorola radio for daily communications as well as emergency response in the most demanding situations.

With uncompromising real-world performance and legendary Motorola reliability, the ASTRO 25 solution continues to evolve, adding practical innovations and performance-driven capabilities that enable public safety agencies to protect the communities they work in and support neighboring communities through interoperability.

## IMMEDIATE AND ASSURED VOICE IN AN EMERGENCY

Because critical incidents often require a large number of first responders, the radio system must have the capacity to handle heavy call volumes. Public safety agencies need to know their voice communications will not have to compete with consumers or other non-mission critical data traffic. The ASTRO 25 system is a dedicated communication system that can help ensure voice and data services will be available in times of emergency and peak demand. With the ability to allocate channels between voice and data as needed, ASTRO 25 supports more users, more calls and more information on the same spectrum.

## ACCESSIBILITY IN CHALLENGING ENVIRONMENTS

When an officer is dispatched, he needs to be prepared and that includes his communications. Environments such as tunnels, high rise buildings and sub-basements can create unique challenges for wireless communications. An ASTRO 25 system has been optimized for the most challenging urban environments. Our field engineering team can design a system to meet your coverage requirements with solutions such as simulcast sites to minimize interference in specific environments, helping to ensure that calls get through.

## RELIABLE VOICE AND DATA INTEGRATED AS ONE

Optimized for the rigorous demands of public safety agencies, ASTRO 25 provides reliable, always available communications. For example, in an emergency involving multiple agencies, first responders can share voice and data communication among their teams. Plus, centralized command and control can deploy resources efficiently, maintain communication security and track personnel.

## STANDARDS-BASED PROJECT 25 INTEROPERABILITY

ASTRO 25 is a Project 25 (P25) standards-based system giving state, local and federal agencies the confidence that interoperability between multiple agencies and jurisdictions is achievable. Linking multiple P25 systems together with the P25 ISSI standard allows agencies to establish interoperability across multiple networks. A vibrant standard, P25 is endorsed by organizations around the world, and continues to evolve with the improved spectrum efficiency of P25 TDMA.



# GETTING A PRACTICAL AND RELIABLE SOLUTION, **NOW AND IN THE FUTURE**

As your agency looks to expand mission critical communication capabilities, you must consider how the system will perform in the most challenging situations. In addition, you have to consider future needs and how to maximize any investments for the long term.

## **AVAILABILITY FOR THE MOST GRUELING ENVIRONMENTS**

First responders must work in adverse conditions, such as an approaching hurricane, traffic lights out or a multi-building fire. Communications are often the only lifeline, so systems must be intuitive and always available. From built-in resiliency and redundancy to new capabilities that can allow the system to automatically switch, in case of catastrophic loss, to a geographically separated ASTRO® 25 core to maintain system operation, the ASTRO 25 system has been designed to help ensure it is always available for public safety agencies.

## **FLEXIBLE RADIO ACCESS**

When the communication system is needed, it must provide the required access. ASTRO 25 is a very flexible voice and data platform that allows agencies to use conventional, trunking, simulcast and dedicated data – all on one integrated system. With its support of multiband (VHF, UHF, 700 MHz, 800 MHz and 900 MHz), ASTRO 25 also allows multiple agencies to share one network. And it's easy to add capabilities such as P25 TDMA with software-definable equipment.

## **INTEROPERABILITY WITH MULTIPLE AGENCIES**

When an incident demands a coordinated response, the first responder wants to be able to communicate with the right set of resources to get the job done. ASTRO 25 enables seamless communications with other agencies and jurisdictions using P25 systems. With agency partitioning, agencies can share an ASTRO 25 system to save costs and improve interoperability, yet manage and maintain control over their own resources. The modular platform allows an existing SMARTNET® or SmartZone™ system to be leveraged while building out an ASTRO 25 system. Plus, subscriber radios can work across multiple bands and multiple digital and analog systems from conventional to SMARTNET and SmartZone to ASTRO 25 for true interoperability.

## **CONSTANT CONTACT AND CONTROL**

Command operations are a critical cornerstone to any public safety operations. As a dispatcher coordinates response to an incident, the system must be intuitive and easy to use. The MCC 7500 and MCC 7100 IP Dispatch Consoles are robust solutions that deliver mission critical functionality: emergency calls that are prioritized no matter how busy the network; high quality audio even with high traffic loads; calls set in a fraction of a second regardless of system size and true end-to-end encryption.



# YOUR RADIO HAS ONE JOB TO DO **KEEP YOU SAFE**

**IN AN EMERGENCY OTHER FIRST RESPONDERS MAY BE TEN FEET AWAY OR TEN MILES AWAY. WHEN EVERY SECOND COUNTS, PUBLIC SAFETY AGENCIES NEED A RADIO THEY CAN RELY ON TO GET THE JOB DONE.**



Working with public safety communities around the world, we have redefined safety in two-way radio communications. Understanding how first responders operate radios under stress and in harsh environments is a science we pioneered, and this science of high velocity human factors plays a pivotal role in the way we design radios. The result is the APX™ series of radios; designed with the user in mind – from the rugged, easy-to-operate controls, to the loudest, clearest audio, to integrated data and mission critical features – APX radios keep your personnel and the community safe.

# TODAY.

## ACCESS TO REAL-TIME INFORMATION

Officers need to be out in the community with access to information that will help them to do their jobs better, while responding to the needs of the community. ASTRO® 25 dedicated data systems allow officers to receive critical information in real time, complete routine reports, access databases and much more.

In addition to voice communications, a lifeline for first responder, the ASTRO 25 system can provide a P25 standards-based Integrated Voice and Data system plus a dedicated data-only network. A dedicated HPD data network can be installed as a stand alone ASTRO 25 system or integrated into a voice and data system providing more capacity for data applications.

- ASTRO 25 integrated data systems and applications can help you improve safety, productivity and efficiency.
- Enabled by GPS technology, the location of remote personnel can be quickly identified, providing faster response to an incident and improved officer safety.
- Dispatchers and mobile users can easily send and receive text messages, providing a valuable tool in maintaining communication in any environment.
- Radios can remain in the field where officers need them, while receiving critical or routine programming updates over the air.
- With an open software platform, you can add the applications you require such as field reporting, database look-ups, Be On the Look Out (BOLO) broadcast messages, license plate checks and more.



# TOMORROW.

## THE NEXT GENERATION OF PUBLIC SAFETY

At the heart of every mission is the ability to communicate in an instant each and every time to coordinate response and protect lives. The starting point for any public safety communications, the ASTRO 25 system is uniquely designed to deliver uncompromising voice services and provide a lifeline to the first responders. As your agency moves to the future, Motorola will stand by your side building the next generation of public safety communications systems.

### INTEGRATING THE COMMAND CENTER

Maximizing situational awareness for safer, faster, better incident resolution is the goal of every command center operation. Today it means integrating voice and data dispatch. Tomorrow it means correlating voice, video and data from multiple sources, prioritizing and distributing the most relevant data to first responders in the field.

### CONVERGING INFORMATION

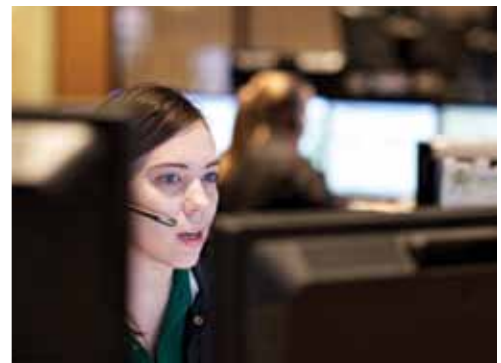
As an officer moves across multiple P25 systems, visibility in the home network is important. Converging voice-centric workflows in the future will provide a more holistic understanding of an incident and better decision making where it matters most.

### INTEROPERATING ACROSS PLATFORMS

Public safety needs to communicate regardless of technology or jurisdiction boundaries. Today you can interoperate across multiple P25 systems and multiple bands. In the future, bridges will be built between P25 systems and Public Safety LTE broadband systems.

### COLLABORATING DEVICES

Receiving the right information over the right device is critical to any public safety operation. Pairing mission critical two-way radios with companion data devices allows you to supplement voice with rich-media content for improved decision making. In the future, responders will access voice talkgroups to push images or video to the accompanying data devices over a broadband network.



**IMAGINE A WORLD WHERE TECHNOLOGY IS SECOND NATURE**

# INCREASE RELIABILITY DECREASE COSTS NEUTRALIZE THREATS

Benefit from our experience, knowledge and know-how. Our leading public safety technology and sound methodologies ensure intelligent growth strategies and best-in-class, standards-based solutions.

## UNPARALLELED FLEXIBILITY IN SYSTEM DESIGN

From single site to country-wide deployments, ASTRO® 25 is a flexible, modular system with advanced call processing capabilities designed to meet the needs of public safety. ASTRO 25 can adapt and change to accommodate additional users, increased geographic coverage, trunked and conventional systems, enhanced data applications and connectivity to other systems to ensure an efficient and cost-effective solution for decades to come.

## LEVERAGE INVESTMENT FOR YEARS TO COME

Standing by your side over the life of your system, the ASTRO 25 system provides P25 interoperability today and is a flexible solution that can support future advancements in mission critical communications. Motorola provides a modular platform that allows agencies to start investing in P25 capabilities while gradually migrating an existing analog, SMARTNET® or SmartZone™ system to ASTRO 25.

## INFORMATION ASSURANCE

Keeping your system up and running is critical for public safety. Information assurance helps to manage information-related risks on an ASTRO 25 system to ensure the confidentiality, integrity and availability of information. This is accomplished through prevention, detection and response.

## SYSTEM MANAGEMENT

A robust portfolio of system management tools allows a public safety agency to remotely manage the health of the system, as well as configure and manage the system network and subscriber equipment from a central control point. Centralized network configuration and fault management enable changes to be automatically distributed throughout the ASTRO 25 system, saving valuable technician and administrator time.



# BRINGING IT ALL TOGETHER SO YOU CAN FOCUS ON YOUR MISSION

Motorola provides robust network design plus centralized pre-build and testing for timely and efficient system deployment. We offer ongoing support to maintain peak technical and operational performance including 24 x 7 network monitoring, anti-virus support, firewall and intrusion management, basic repair, and system management and operations.

<b>DESIGN</b>	Systems designed to optimize mission critical operations and enable interoperability with other P25 systems, Public Safety LTE networks, commercial carrier networks, two-way radio systems and agency enterprise data networks.
<b>IMPLEMENT</b>	Unparalleled expertise and experience in deploying large-scale public safety networks that marry IP-based networks with optimized transport of voice and data services across wide and local area networks in the most challenging environments.
<b>SUPPORT</b>	ASTRO 25 system performance and continuity assured with 7 x 24 x 365 network monitoring and triage. Emergency response teams engage directly with development, production and factory engineers for rapid resolution.
<b>SECURE</b>	Defend against threats and protect data resources for gap-free security across the entire communication platform from applications, RF system, IP transport, down to the data on a user's device.
<b>MANAGE</b>	Our experienced team of system managers, project managers and IT professionals can manage the support of public safety and government agencies for maximum cost-of-ownership efficiencies.

## MOTOROLA SOLUTIONS SERVING GOVERNMENT EVERY DAY

Over **2 million** P25 subscribers deployed around the world

ASTRO 25 is in use in over **60** countries

**20 of the 22** U.S. states with P25 statewide systems use ASTRO 25

**6,100** service professionals dedicated to making sure systems work

**25,000** world-class channel partners supporting our customers

Over **350** ASTRO 25 trunked systems shipped in 34 countries

Over **2,000** conventional sites worldwide

**500** systems with over **4000** sites monitored by the North America System Support Center

**85%** same-day closure of open cases

**900** service provider locations across North America

**2,000** Certified Electronic Technicians making sure the systems work

**8,000** world-class partners and certified subcontractors

# AT ANY MOMENT...

SEVERAL CARS WILL COLLIDE IN AN INTERSECTION

A FIRE WILL SPREAD TO MULTIPLE BUILDINGS

HAIL AND HEAVY RAIN WILL CAUSE A POWER OUTAGE

# YOUR MOMENT IS COMING.

WHEN YOU NEED MISSION CRITICAL COMMUNICATIONS,  
WHO WILL YOU RELY ON?

## APOPKA, FLORIDA

### LATEST TECHNOLOGY DOUBLES RADIO CAPACITY, DELIVERS INTEROPERABILITY



"As a Motorola customer for more than 30 years, we were confident that Motorola Solutions' P25 TDMA solution would double our system capacity and improve our overall operations. Multiple agencies share our system; it did not matter that we adopted P25 TDMA and some others have not done so. We can communicate seamlessly with all of them, including public works operating in 700 MHz FDMA. The support provided by Motorola's product and systems groups was invaluable in meeting the challenges of implementing this new technology."

Richard Anderson, Chief Administrative Officer, City of Apopka

## ARIZONA STATE UNIVERSITY

### DEPENDABLE COMMUNICATIONS MEAN A SAFER CAMPUS



"Our primary objective is the security of the residents and property of Arizona State University (4 campuses and 65,000 students). In the past, we didn't really have a means of communicating with other agencies. We had the Insight Bowl game played at Sun Devil Stadium. I was able to go to a Tempe traffic channel and talk to their traffic sergeants about our post game plan as things changed. I didn't have to rely on phone contact, and the information was immediately shared with others across the radio system."

Corporal Larry Fuchtman, Special Events Coordinator, Arizona State University



## COBB COUNTY, GEORGIA

### THE STORM OF THE CENTURY STRIKES



September 19, 2009 marked one of the worst storms in the history of Georgia. Rivers swelled from two feet to 20 feet. Vehicles were swept away. 250 roads were closed. Lightning hit the Sandy Plains repeater site. Tracy Roberts explained the importance of having 24x7 system and site monitoring on the radio system during the disaster, "I received three different emails from the Motorola Network Operations Center about three component failures. Not only did I receive this information, but Motorola's certified service shop did and immediately sent technicians out to evaluate and repair the site. I can't emphasize how important it was that we had the situation stabilized before the first user in the field even called in."

Tracy Roberts, Communications System Manager, Cobb County, GA

## MISHAWAKA, INDIANA

### WORKING SMARTER AND FASTER



"Street guys receive so much more information on their way to the call. Cross streets can pop up if you need directions to the scene. Officers can look up information without having to tie up voice traffic or drive to the station. It's a huge time saver", Russ Haimbaugh explains about the HPD overlay on the ASTRO 25 citywide system. "Another great feature is car-to-car messaging. Officers can quickly share information with other officers on duty. The more data we make available to officers, when they're working the beat, the more comfortable they will be going into a situation and once they get there, they will be able to make better decisions."

Russ Haimbaugh, NetRMS Administrator, Mishawaka, IN

At the heart of every mission is the ability to communicate in an instant to coordinate response and protect lives.

Come with us as we lead the way to the next generation of public safety solutions. Start with the world's most widely deployed P25 voice and data platform. Build on it in the future with broadband connectivity, rich-media applications and collaborative devices that carry crucial voice, data and video into the field and into the hands of first responders.

Vital information that's simply at their fingertips when and where they need it. Technology that's Second Nature™.

**Work directly with a Motorola specialist.** Consider all the advantages of ASTRO 25 and consult with Motorola specialists to design or upgrade a system to meet your requirements. Motorola's extensive experience in delivering hardware, software, service, and support can enable any agency or municipality to assess current capabilities, measure system baselines, and design and implement solutions to optimize communications when it is needed most.

For more information on how your organization can gain the benefits of an ASTRO 25 solution that fits your needs and your budget today, contact your Motorola representative or visit [motorola.com/ASTRO25](http://motorola.com/ASTRO25).

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