

6. For possible action: Resolution No. 7815, a resolution of the City Council of Boulder City, Nevada approving Agreement No. 24-2089 a Motorola Solutions Customer Agreement for Flex Computer-Aided Dispatch Module as a host agency for police and fire dispatching and records management between the City of Boulder City, Nevada and Motorola Solutions, Inc. in the amount of \$331,106.84 for the first year and \$89,792.21 for years two through five replacing the existing Computer-Aided Dispatch Module and removing the State of Nevada as the host agency



# City Council Meeting June 25, 2024 Item No. 6 Staff Report

BOULDER CITY  
CITY COUNCIL

MAYOR  
JOE HARDY

COUNCIL MEMBERS:  
COKIE BOOTH  
MATT FOX  
SHERRI JORGENSEN  
STEVE WALTON



MEETING LOCATION:  
CITY COUNCIL CHAMBER  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

MAILING ADDRESS:  
401 CALIFORNIA AVENUE  
BOULDER CITY, NV 89005

WEBPAGE:  
WWW.BCNV.ORG



ACTING CITY MANAGER:  
MICHAEL MAYS, AICP

CITY ATTORNEY:  
BRITTANY LEE WALKER, ESQ

CITY CLERK:  
TAMI MCKAY, MMC, CPO

COMMUNITY DEVELOPMENT DIRECTOR:  
MICHAEL MAYS, AICP

PUBLIC WORKS DIRECTOR:  
GARY POINDEXTER

UTILITIES DIRECTOR:  
JOSEPH STUBITZ, PE

POLICE CHIEF:  
TIM SHEA

ACTING FIRE CHIEF:  
GREG CHESSER, CFO

FINANCE DIRECTOR:  
CYNTHIA SNEED, CPA, CGFM

PARKS & RECREATION DIRECTOR:  
JULIE CALLOWAY, CPRP

TO: Michael Mays, Acting City Manager

FROM: Tim Shea, Police Chief

DATE: June 25, 2024

## SUBJECT:

For possible action: Resolution No. 7815, a resolution of the City Council of Boulder City, Nevada approving Agreement No. 24-2089 a Motorola Solutions Customer Agreement for Flex Computer-Aided Dispatch Module as a host agency for police and fire dispatching and records management between the City of Boulder City, Nevada and Motorola Solutions, Inc. in the amount of \$331,106.84 for the first year and \$89,792.21 for years two through five replacing the existing Computer-Aided Dispatch Module and removing the State of Nevada as the host agency

## Business Impact Statement:

This action will not have a significant economic impact on business and will not directly restrict the formation, operation, or expansion of a business.

## Action Requested:

That the City Council approve the resolution approving Motorola Solutions Customer Agreement for Flex Host Agency Computer-Aided Dispatch Module between the City of Boulder City, Nevada and Motorola Solutions, Inc.

## Overview:

- The Police Department Communications Division currently utilizes Flex's Computer-Aided Dispatch Module through Host Agency State of Nevada Department of Public Safety.
- The Police Department is in need of its own host agency dispatch module in order to efficiently and seamlessly provide emergency 911 services to the City.
- Motorola Solutions has provided a quote for the purchase and installation of a host dispatch module for a five-year term from FY25-

29.

- The City of Boulder City will be billed \$331,106.84 for the installation and first year maintenance, and \$89,792.21 for years two through five thereafter.

Background Information:

Since 2012, the Police Department has been using Flex's Computer-Aided Dispatch (CAD) system through the State of Nevada as its host agency. Due to limitations in the current software setup, the Police Department has spent several months researching and reviewing other CAD system options. After careful review, the Police Department has determined that Motorola's Flex Host Agency software is the best option from a financial standpoint as well as providing the necessary software and systems operations that will benefit the Police Department and Fire Department's current needs. The purchase will allow the City to have their own dedicated CAD server which will alleviate down time and provide seamless dispatching services to the Police and Fire Department. The purchase agreement will include a five-year software maintenance plan which will be billed at a rate of \$331,106.84 for the first year's maintenance and installation, followed by \$89,792.21 each year thereafter.

Purchasing Flex's Computer-Aided Dispatch Module as a Host Agency from Motorola Solutions will allow Boulder City Dispatch to provide uninterrupted, critical emergency response services to the City.

Financial:

This agreement will have a contract term of five years which will be billed at a rate of \$331,106.84 for the first year and \$89,792.21 each year thereafter, for a total cost of \$690,275.68.

Boulder City Strategic Plan Goal:

Goal E: Sustain a High Level of Public Safety Services

Department Recommendation: The Police Department Staff respectfully request that the City Council approve Resolution No. 7815 approving Agreement No. 24-2089 Motorola Solutions Customer Agreement for Flex Computer-Aided Dispatch Module as a host agency for police and fire dispatching and records management between the City of Boulder City, Nevada and Motorola Solutions, Inc. replacing the existing Computer-Aided Dispatch Module and removing the State of Nevada as the host agency.

Attachment:

Agreement Information Form

Final Coordination of Purchase Agreement Memorandum

Resolution

Motorola Solutions Customer Agreement



# Agreement Information Form

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Council Date: May 28, 2024

Resolution/Ordinance #:

Agreement/Amendment No.:

Type of Agreement: License

Description: Flex Host Agency Customer Agreement between the City of Boulder City and Motorola Solutions, Inc.

Effective Date: date of agreement signature

Insurance: No When:

Options: No

Notes:

Payment Due: upon implementation

Term Date: Commencing effective date of signed agreement through sixty months thereafter

Department: Police

City of BC Contact: Chief Tim Shea

Project No. N/A

Contact Info: Tally Gochis  
Motorola Solutions Inc.  
500 W. Monroe St., Ste. 4400  
Chicago, Illinois 60661  
435-840-0198

# Agreement Information Form

Notes/Comments:



# MEMORANDUM

To: Department Director (PD)  
Finance Director  
City Attorney  
City Manager  
City Clerk

April 16, 2024

From: Paul Sikora, Purchasing Manager

Subject: Final Coordination of Purchase Agreement (Motorola)

Enclosed is a proposed Purchase Agreement between the City and Motorola for final coordination and signatures. This was requested by Aaron Johnson from the Police Department.

The Police Department 911 Division desires to purchase a new Flex's Computer-Aided Dispatch module for the ERS fire and EMS reporting system. Motorola provided a quote for the purchase and installation for \$331,106.84 for the First year, and \$89,792.21 each additional year for maintenance for years 2 – 5.

This is exempt from competitive bidding per *NRS 332.115.1 (s), The design of, and equipment and services associated with, systems of communication.* The term of this Agreement shall commence on the Effective Date and continue for 5 years. This is budgeted for and \$241,314.63 will be paid from the FY25 CIP Program, and \$89,792.21 will be paid years 1-5 from the FY 25-29 Police Department operational budgets.

This Agreement was previously reviewed by the City Attorney on April 16, 2024. This will require City Council approval and is tentatively scheduled for City Council consideration on May 28, 2024.

Sincerely,

  
Paul Sikora  
Purchasing Manager

Tim Shea  
Chief of Police

**RESOLUTION NO. 7815**

**A RESOLUTION OF THE CITY COUNCIL OF BOULDER CITY, NEVADA APPROVING MOTOROLA SOLUTIONS CUSTOMER AGREEMENT NO. 24-2089 FOR FLEX COMPUTER-AIDED DISPATCH MODULE AS A HOST AGENCY FOR POLICE AND FIRE DISPATCHING AND RECORDS MANAGEMENT BETWEEN THE CITY OF BOULDER CITY, NEVADA AND MOTOROLA SOLUTIONS, INC. IN THE AMOUNT OF \$331,106.84 FOR THE FIRST YEAR AND \$89,792.21 FOR YEARS TWO THROUGH FIVE REPLACING THE EXISTING COMPUTER-AIDED DISPATCH MODULE AND REMOVING THE STATE OF NEVADA AS THE HOST AGENCY**

**WHEREAS**, Motorola Solutions, Inc. (Motorola) has proposed a Customer Agreement for City of Boulder City to purchase Flex Computer-Aided software as a host agency; and

**WHEREAS**, purchasing the Flex CAD Module as a Host Agency will replace the existing Computer-Aided Dispatch Module and remove the State of Nevada as the host agency; and

**WHEREAS**, utilizing the Flex CAD Module as a Host Agency will provide the City of Boulder City with their own dedicated CAD server and alleviate down time and provide seamless dispatching services to the Police and Fire Department.

**NOW, THEREFORE, BE IT RESOLVED** that City Council approves Motorola Solutions Customer Agreement No. 24-2089 for Flex Computer-Aided Dispatch Module as a Host Agency for Police and Fire dispatching and records management between the City of Boulder City and Motorola Solutions, Inc. replacing the existing Computer-Aided Dispatch Module and removing the State of Nevada as the host agency; and

**BE IT FURTHER RESOLVED** that the City Council authorizes the appropriate staff to execute the Agreement.

**DATED and APPROVED** this 25th day of June, 2024.

\_\_\_\_\_  
Joe Hardy, Mayor

ATTEST:

\_\_\_\_\_

Tami McKay, City Clerk

**Scope of Work**  
**Boulder City Police Department**

# Flex Host Agency

May 22, 2024

The design, technical, and price information furnished with this Scope of Work is proprietary information of Motorola Solutions, Inc. (Motorola). Such information is submitted with the restriction that it is to be used only for the evaluation of the Scope of Work, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Scope of Work, without the express written permission of Motorola Solutions, Inc.

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

May 22, 2024

Boulder City Police Department  
1005 Arizona Street  
Boulder City, NV 89005  
Attn.: Chief Timothy Shea

Re: Motorola Flex Software Scope of Work

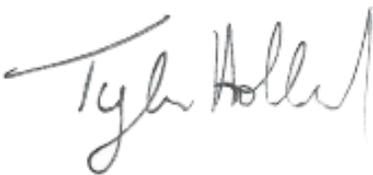
Dear Chief Shea:

Motorola Solutions, Inc. (Motorola) is pleased to provide the attached Scope of Work to Boulder City Police Department. This is intended for you and your agency to review and confirm the products and services herein. Once we have confirmed that this Scope of Work contains all that you want included – a formal and final version will be completed and reviewed by Motorola’s Legal team prior to delivering the final version for review.

The Scope of Work and any resulting contract shall be governed by Motorola’s and third party standard terms listed below in the Scope of Work (collectively, the Agreement).

Motorola appreciates your consideration of this Scope of Work and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have, and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions: Tally Gochis, 435-840-0198, tally.gochis@motorolasolutions.com

Sincerely,  
Motorola Solutions, Inc.



Tyler Holland  
Area Sales Manager

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## Section 1

# Software Services & Install

## 1.1 Boulder City Police Department

Boulder City Police Department Owned Software Licenses to be installed and configured on BCPD provided Server

- **Nevada IBR** - Automatically compile data for submission to NIBRS. Most state specific IBRS also available
- **Nevada StateLink** - Access state & national (NCIC) information within the system & automatically populate fields
- **Law Records** - Link related data, track cases, generate statistical data for UCR, and view offense records
- **Hub** - Names, Vehicles, Property, Wanted Persons tables, Reports, Workflow, File Attachments
- **Traffic Information** - Track traffic accidents, citations, and warnings in your jurisdiction
- **Insight** – Connect with other agencies' databases in real-time, despite disparate software systems
- **Licenses and Permits** - Manage animal and bicycle licenses, weapon and fire permits, and other types of licenses
- **Mobile Premises and Hazmat** - Access premises information, search NOAA /CAMEO databases for chemical, fire and health hazards
- **Personnel Management** - Organize personnel information such as specialized skills, medical, training, leave time and overtime
- **Vehicle Impound** - Record owner, driver, and vehicle information on impounds, releases, or sells
- **Imaging** - Import, capture, view and attach images to name, vehicle, and property records
- **Mobile AVL & Mapping** - Track unit location and view units and calls on a map of your jurisdiction
- **Mobile Records** – Query names, vehicles, and property tables from your agency's records database
- **Mobile Field Report with Field Interview** – Collect incident data and submit customized forms using Mobile
- **Power Phone Interface** – Transfer data between Spillman CAD & PowerPhone
- **Mobile Voiceless CAD** – View active calls with detailed information, update unit status, and free-up airtime
- **Mobile StateLink** – Query state and local database on name, vehicle, property and gun information
- **CAD** - Real-time call updates and unit responses, alerts, customized screens

- **E-911 Interface** – Receive ANI/ALI data from an E911 system that’s incorporated into a new active CAD call record
- **Pin Mapping** - Visually plot crime trends on a pin map to enhance crime analysis and investigations
- **Equipment Maintenance** - Track location, condition, and maintenance of your agency's equipment
- **Cad Mapping** - Utilize drag-and-drop dispatching, and view unit and call information on a jurisdictional map
- **Mobile Driver's License Scanning Module**
- - Populate mobile screens by scanning driver's licenses with recommended scanning hardware

## 1.2 Boulder City Fire Department

Boulder City Fire Department Owned Software Licenses to be installed and configured on BCPD provided Server

- **ERS Fire & EMS Records Interface** – allows you to efficiently complete reports and transfer information from Flex’s Computer-Aided Dispatch module into the ERS fire and EMS reporting system

Description	Price
Services & Install Costs	\$13,426.80

\*Sales Tax Not Included

## 1.3 Boulder City Police Department

- Future maintenance (years 2-5) is estimated for your planning purposes and is not included in the first year purchase amount “Package Quote”. If not purchased at time of original purchase, Motorola reserves the right to renegotiate pricing.
- 2nd-year maintenance will begin 12 months from production implementation.

### 1.3.1 Support & Maintenance (existing software) Years 1-5

Description	Price
Year 1 Support & Maintenance Total (Included in 1 <sup>st</sup> year Package Quote)	\$31,097
Year 2 Support & Maintenance Total (Due 12 months after implementation)	\$31,097
Year 3 Support & Maintenance Total (Due 24 months after implementation)	\$31,097
Year 4 Support & Maintenance Total (Due 36 months after implementation)	\$31,097
Year 5 Support & Maintenance Total (Due 48 months after implementation)	\$31,097
<b>Total Years 1-5 Support &amp; Maintenance</b>	<b>\$155,485</b>

## 1.4 Boulder City Fire Department

- Future maintenance (years 2-5) is estimated for your planning purposes and is not included in the first year purchase amount “Package Quote”. If not purchased at time of original purchase, Motorola reserves the right to renegotiate pricing.
- 2nd-year maintenance will begin 12 months from production implementation.

### 1.4.1 Support & Maintenance (existing software) Years 1-5

Description	Price
Year 1 Support & Maintenance Total (Included in 1 <sup>st</sup> year Package Quote)	\$555
Year 2 Support & Maintenance Total (Due 12 months after implementation)	\$555
Year 3 Support & Maintenance Total (Due 24 months after implementation)	\$555
Year 4 Support & Maintenance Total (Due 36 months after implementation)	\$555
Year 5 Support & Maintenance Total (Due 48 months after implementation)	\$555
<b>Total Years 1-5 Support &amp; Maintenance</b>	<b>\$2,775</b>

Section 2

# Proposed Software Licenses

## 2.1 Services Included

- **First-year Maintenance** – For the specific module(s) listed in this document, all upgrades and live phone support services are included for the entire first year.
- **Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency’s single point of contact. This individual will coordinate Motorola’s expert installation and training staff as needed to ensure a smooth upgrade transition.
- **Rapid Notification 2.0** – Send dispatch information directly to fire departments and 3<sup>rd</sup> party software
- **Mobile Arrest Form** – Enter all pre-book and non-custodial arrest information from the field via Mobile
- **Flex Touch** – Handheld access to the Spillman database
- **Mobile Forms services** – Services to install and upgrade mobile forms to latest versions
- **Phoenix G2 Station Alerting Interface** – Real-time fire incident interface designed to transfer alerting information to the Phoenix G2 Alerting System (FSAS)
- **Tracker Evidence XML Law Interface** – Data Exchange between Flex and Tracker Evidence
- **Evidence Management** – Track Inventory location and status through the release or disposal of item

Description	Price
Software Licenses	\$64,431.15

\*Sales Tax Not Included

### 2.1.1 Support & Maintenance Years 2-5 for proposed software

- Future maintenance is estimated for your planning purposes and is not included in the first year purchase amount “Package Quote”. If not purchased at time of original purchase, Motorola reserves the right to renegotiate pricing.
- 2nd-year maintenance will begin 12 months from production implementation.

Description	Price
Year 2 Support & Maintenance Total (Due 12 months after implementation)	\$7,854
Year 3 Support & Maintenance Total (Due 24 months after implementation)	\$7,854
Year 4 Support & Maintenance Total (Due 36 months after implementation)	\$7,854
Year 5 Support & Maintenance Total (Due 48 months after implementation)	\$7,854

Description	Price
<b>Total Years 2-5 Support &amp; Maintenance</b>	<b>\$31,416</b>

**Section 3**

# Data Conversion

## 3.1 Scope of Work

- This Scope of Work is to remove records from client’s Motorola Flex Database that are part of another agency’s (Nevada Dept of Public Safety) partition.
- “Source Data” means all data that is to be accessed, analyzed, migrated, or converted within this project. Source Data is limited to:
- One Motorola Flex Server database with RMS records partitioned for multiple agencies
- “Source Systems” means all systems that contain Source Data. Source Systems are limited to a single Windows or Linux server that contains all the Source Data

### 3.1.1 Out of Scope

- Separation of non-partitioned data is out of scope. Not all Motorola Flex data records are partitioned by agency. Those that are not partitioned will not be separated.
- Migration or Separation of file attachments is out of scope.

Description	Price
<b>Data Conversion</b>	<b>\$11,946.80</b>

\*Sales Tax Not Included

**Section 9**

# GIS Licensing & Geobase Services

## 4.1 Included in Quote

- Flex – Esri ArcGIS/Map Server License
- Flex – ArcGIS Desktop/Pro Standard License
- Geobase Services

## 4.2 Support & Maintenance Years 2-5

- Future annual maintenance payments will be handled directly by ESRI.

Description	Price
Package Quote	\$17,406.09

\*Sales Tax Not Included

## Section 5

# GIS Managed Services Plus – Quarterly Updates

## 5.1 Overview

Boulder City Police Department will be granted access to Motorola’s GIS webapp in order to enter data for common places and points of interest – all other data will be provided by Jennifer Woodward and/or her counterparts with the Boulder City GIS Department.

Motorola Solutions will supply the zones back to the city GIS in order to maintain GIS requirements for the Boulder City Police Department GIS system.

\*Boulder City Police Department is responsible for spinning up their own dedicated GIS server dedicated to the Police Department.

## 5.2 Years of GIS Managed Services Plus

Description	Price
Year 1 GIS Managed Services Plus (Included in Year 1 Package Quote)	\$13,998
Year 2 GIS Managed Services Plus (Due 12 months after implementation)	\$13,998
Year 3 GIS Managed Services Plus (Due 24 months after implementation)	\$13,998
Year 4 GIS Managed Services Plus (Due 36 months after implementation)	\$13,998
Year 5 GIS Managed Services Plus (Due 48 months after implementation)	\$13,998
<b>Total Years 1-5 GIS Managed Services</b>	<b>\$69,990</b>

## 5.3 GIS Managed Services Plus Statement of Work

### 5.3.1 Overview

This Statement of Work (SOW) describes the activities to be completed by both Motorola Solutions. (Motorola) and the Customer in order to enable the delivery of the GIS managed services solution. The offer presented to Customer is for Plus GIS Managed Services. Plus GIS Managed Services provides geoprocessing of Customer provided input data and data updates to a single agency layer. Geoprocessing takes the input dataset, performs operations on the dataset and returns the results as an output dataset used in the Motorola system for location validation, CAD recommendations and visual maps.

The tasks described herein will be performed by Motorola, its subcontractors (as determined by Motorola.) This GIS Managed Services solution does not include the creation or maintenance of data into the NENA NG911 schema and any NG911 work is out of the scope of this contract. Motorola is not responsible for data errors stemming from the Customers source data. Requests for service outside of this SOW will be considered by Motorola in accordance with Motorola's contract change process. The duration of the service is in accordance with the Term noted in the Agreement and commences on the Effective date.

GIS Managed Services Plus provides a quarterly service delivery cadence, as noted on the quote page.

#### 5.3.1.1 Service Delivery Environment

Customer will provide the following environment required to support the delivery of the service:

- Dedicated GIS server with unattended access by Motorola exclusively used to support the Flex solution that meets or exceeds current Esri ArcGIS Server system requirements.
- Installation of Flex full client on GIS Server.
- ArcGIS Desktop/Pro Basic license. Customer will supply authorization files to Motorola. – If Customer is unable to provide authorization numbers, Customer will work directly with an Esri account representative to acquire license authorization numbers.
  - If the Flex Quickest Route module is purchased, an Esri ArcGIS Desktop/Pro Network Analyst Extension license will be provided by the Customer.
  - Customer is responsible for staying current with Esri ArcGIS Desktop/Pro + Extensions annual software maintenance.
- A local user account with local administrator permissions on GIS Server.
- Install necessary patches required to support the GIS Managed Service delivery.
- Motorola will provide to the following environment items required to deliver the service: • A practice database refresh if not previously completed within three months of the term Effective date. • Validate Flex patching levels are current for the applicable products. If patches are required, patches may be obtained by the Customer via the Flex patching process using the Flex Patch Request form.
- Validate Esri software version(s) and authorizations inclusive of ArcGIS Server, ArcGIS Desktop/Pro and Network Analyst Extension license (for use with Flex Quickest Route module) on the GIS Server. • Remote Access appliance (example: Bomgar) installation file used for unattended remote access. • If

using point feature class type, an ArcGIS Enterprise account used by the Customer to maintain identified agency layers via the Motorola-provided local data web application.

Note - Customer acknowledges that change in the access method will cause Motorola delays or inability to complete delivery of service. In such instances service delivery will resume at such time that remote access is restored. Delays resulting from a change in access method will not result in a change in the service term.

Service Interruption Disclaimer - In the event of an interruption of access to the Local Data WebApp, Motorola will work with Customer to accommodate the delivery of an impacted regularly scheduled managed service update and or an immediate need for GIS data transfer.

### 5.3.1.2 GIS Managed Services Welcome Call

The objective of the GIS Managed Services Welcome Call is to review the processes and procedures involved in delivering the service, the delivery cadence, engagement process and the scope of the service.

#### Motorola Responsibilities

- Initiate the welcome teleconference.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review unattended GIS data access method to the GIS Server with the Customer. • Review the Service Delivery Environment requirements.
- Review Motorola and Customer responsibilities, expectations, scope and terms of the service. • Review existing visual maps.
- Discuss and agree upon recurring dates that Motorola will deliver GIS updates. Delivery date could be plus or minus five business days from the agreed upon date.
- Request and receive the most up to date copy of existing GIS Data (as determined by Motorola) in an Esri supported format.

#### Customer Responsibilities

- Acknowledge the need for publishing requests to be clearly defined, communicated and delivered to Motorola in accordance with the agreed upon schedule.
- Name a GIS knowledgeable person who will serve as the single point of contact and be responsible for communication of data edits and clarification of data edit requests.
- Acknowledge the unattended GIS data access method to the GIS Server.
- Confirm network access of GIS Server for use by the Flex system.
- Provide Motorola with the most up to date copy of Customers existing GIS.Data in an Esri supported format. • Provide the recurring dates that Motorola will deliver the GIS updates.
- Provide requested GIS updates within ten business days of the conclusion of the GIS Services Welcome Call.

#### Feature Class Update

The GIS feature class layer is sourced by the Customer and supplied to Motorola. The GIS layer can include location verification, zone or routing data represented in point, line or polygon feature classes.

An agency data is defined as a point or polygon feature class (feature class type). Point feature classes will be hosted by Motorola in a web application where the Customer will perform all additions/deletions/updates and Motorola will process these changes during the purchased cadence update. Polygon feature classes will be internally managed by Motorola and processed during the purchased cadence update. Customer will choose which feature class type is to be updated by Motorola before Motorola commences incorporating the chosen

layer. Once identified, the agency layer choice cannot be changed and will be the only layer updated throughout the service term. Agency data is consumed AS-IS and is limited to standardization to conform with Motorola's data management schema. If the Customer is in need of agency data enrichment services, those can be provided as a separate quote.

For each update, the ArcGIS Server services used by the system will be refreshed with the updated data and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

### Motorola Responsibilities

- Request and process the external GIS data updates from the Customer's source GIS data contact. Models used for processing updates shall be updated if the source schema changes. Publish data updates represented in the location validation and locator services to Customers location validation environment.
- Acknowledge receipt of request and understanding of the specifics of the requested change within three business days of receipt.
- Process the agency GIS data update from the Motorola provided local data web application. • Process the agency GIS data retained in Motorola data repository that is not available in Motorola provided local data web application.
- Perform symbology and labeling updates to map services as requested by the Customer and published per the update frequency.

### Customer Responsibilities

- Provide Motorola with consistent GIS data upon request at least five business days before the scheduled update.
- Use Motorola-provided local data web application to update the agency GIS data layer. • Provide Motorola with clear and specific agency data layer update changes that are not available in Motorola provided local data web application.
- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.
- Distribute mobile map packages MMPKs to Customer devices that have a Flex map installed.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

### 5.3.1.3 GeoProcessing and Publishing

For each update, the ArcGIS Server services that the Flex system utilizes will be refreshed with the updated data layer and activated for the Customer. The Customer will be notified before and after the update is applied to confirm the update is functional after completion.

#### Motorola Responsibilities

- Update and publish ESRI map service(s) to support Flex Mapping.
- If Flex Quickest Route module is part of the deployed system, Motorola will rebuild and republish Customer supplied network dataset for routing service.
- Create MMPK for offline use of the Flex Mobile Map. All associated locators and, if present, network dataset will be included in MMPK packages.
- Update Customer's practice database and transmit email correspondence to Customer confirming delivery of an update.
- Prior to updating Customers live database, email Customer informing them of the time the live database will be switched to the updated services.
- Email Customer upon completion of live database and map services updates confirming completion of the delivery cadence.
- Customer Responsibilities
- Within three business days of Motorola notifying Customer of an update being applied to the practice database, test location and zone assignments.
- Notify Motorola of any issues with the updates on the practice database that cause Customer to reject the update and prevent Motorola from applying the update to the live system.

Note - If Customer fails to notify Motorola of the rejection of an update within the allotted time, Motorola will apply the update to the live database and consider the service delivery complete.

### 5.3.1.4 Aerial Imagery

The Motorola Flex product possesses the capability of including orthophotographic imagery (sometimes referred to as aerial imagery) when published as an ArcGIS Server map service.

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

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

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

### 5.3.1.5 Esri and Flex GIS Service Environment Updates

Maintaining the Esri and Flex GIS Service environment is a collaborative set of tasks to be fulfilled by each party.

In the event an Esri version update to ArcGIS Server is required for ongoing support of the Flex system, Motorola will perform the update and authorization of ArcGIS Server OEM.

Motorola will update Flex SOE and Flex address locators as needed to support the Flex solution.

The Customer will update the Esri ArcGIS Desktop software as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Desktop software, the Customer will provide the Esri authorization information to Motorola. Motorola will perform and authorize the update.

The Customer will update the Esri ArcGIS Server software (if not purchased through Motorola) as needed to support the operation of the Flex solution. In the event the Customer cannot update the Esri ArcGIS Server software, the Customer will provide the Esri authorization information and installation media to Motorola. Motorola will perform and authorize the update. Motorola will only update and authorize installations of the ArcGIS Server stand-alone application. Motorola will not update or authorize ArcGIS Enterprise or any of its modules beyond the ArcGIS server module

Section 6

# Server Pricing

## 6.1 Server Purchase

Description	Price
<b>2 - HPE DL320 Gen 11 Servers</b> <ul style="list-style-type: none"> <li>1 - Intel® Xeon® Silver 4416+ Processor per Server                             <ul style="list-style-type: none"> <li>» 20 - 2.00 GHz / 3.90 GHz(Turbo) Cores per Server 192GB Memory per Server</li> </ul> </li> <li>6 - 1GbE Base-T Ports Plus 4 - 10/25GbE SFP28 Ports</li> <li>0.5TB Useable Flash Storage</li> <li>5 Years of 24x7x4 hardware support with keep your hard drive add-on</li> <li>4 Windows Server virtual machine licenses per server</li> <li>1 - Red Hat Enterprise Linux Subscription with 5 years of support for 2 virtual machines HPE MSA 2060 10GbE iSCSI SFF Storage</li> <li>9.3TB Useable Capacity</li> <li>5 Years of Support</li> </ul>	
<b>VMware Software</b> <ul style="list-style-type: none"> <li>40 cores of vSphere Standard Subscription for 5 years (includes support)</li> </ul>	
<b>Backup Software and NAS Storage</b> <ul style="list-style-type: none"> <li>5 year Veeam Universal Subscription for 10 virtual machines</li> <li>1 - Synology RS1221+ NAS device with 4 - 16TB 7200 RPM SATA drives                             <ul style="list-style-type: none"> <li>» 32TB of useable storage, expandable to 96TB</li> </ul> </li> </ul>	
<b>Solutions II Professional Services</b> <ul style="list-style-type: none"> <li>Onsite installation and integration of the solution into the Agency's existing environment</li> <li>5 hours of Solutions II Support for assistance with the environment after installation</li> </ul>	
<b>Total</b>	<b>\$138,934.00</b>

## 6.2 Server Managed Services

Description	Price
1 Year of Solutions II Managed Service for 2-3 Node Cluster	\$39,312
Additional Years of Solutions II Managed Service for 2-3 Node Cluster (Per Year)	\$36,288
<b>Total for 5 Years of Solutions II Managed Services</b>	<b>\$184,464</b>

## 6.3 Server Purchase & Managed Service Grand Total

Description	Price
Year 1 Server & Managed Services Cost	\$178,246
Year 2 Support & Maintenance Total (Due 24 months after implementation)	\$36,288
Year 3 Support & Maintenance Total (Due 24 months after implementation)	\$36,288
Year 4 Support & Maintenance Total (Due 36 months after implementation)	\$36,288
Year 5 Support & Maintenance Total (Due 48 months after implementation)	\$36,288
<b>Total Years 2-5 Support &amp; Maintenance</b>	<b>\$323,398</b>

## Section 7

# Proposal Pricing Summary

## 7.1 Services Included

**Project Management and Installation** – Motorola Solutions will assign a Flex Project Manager as the agency's single point of contact. This individual will coordinate Motorola's expert installation and training staff as needed to ensure a smooth upgrade transition to Host Agency.

- Software Services and Install
- Flex Support and Maintenance
- Proposed Software Licenses
- Data Conversion
- GIS Licensing and Geobase Services
- GIS Managed Services
- Server Purchase and Managed Services

## 7.2 Detailed First Year Package Quote Pricing

- 50% of 1<sup>st</sup> year Package Quote amount due upon contract execution; and
- 50% of 1<sup>st</sup> year Package Quote amount due upon completion of project implementation.

Description	Price
Software Services & Install	\$13,426.80
Year 1 Flex Support & Maintenance Total	\$31,652.00
Proposed Software Licenses	\$64,431.15
Data Conversion	\$11,946.80
GIS Licensing and Geobase Services	\$17,406.09
GIS Managed Services	\$13,998.00
Server Purchase & 1 <sup>st</sup> year of Server Managed Services	\$178,246.00
<b>Total Year 1 Package Quote Total</b>	<b>\$331,106.84</b>

## 7.3 Detailed Support & Maintenance for existing Flex Software, Proposed Software, GIS Managed Services & Server Managed Services Years 2-5

- Future maintenance is estimated for your planning purposes and is not included in the first year purchase amount. If all options are not purchased at time of original purchase, Motorola reserves the right to renegotiate pricing for these years.
- 2nd-year maintenance will begin 12 months from project implementation and years 2 through 5 of services will be invoiced annually in advance of each year of service.

Description	Price
Year 2 Support & Maintenance Total (Due 12 months after implementation)	\$89,792.21
Year 3 Support & Maintenance Total (Due 24 months after implementation)	\$89,792.21
Year 4 Support & Maintenance Total (Due 36 months after implementation)	\$89,792.21
Year 5 Support & Maintenance Total (Due 48 months after implementation)	\$89,792.21
<b>Total Years 2-5 Support &amp; Maintenance</b>	<b>\$359,168.84</b>

Description	Price
<b>5 Year Total</b>	<b>\$690,275.68</b>

Customer and Motorola agree that this proposal represents the purchase order required for contract performance or for subsequent years of service and indicates that sufficient funds have been appropriated in accordance with applicable law for this five-year Services order of \$690,275.68. Customer and Motorola also agree that no further purchase orders will be required for billing of future services. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in the underlying agreement. At the time of execution of this proposal, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this proposal.

**Motorola: Motorola Solutions, Inc.**

**Customer: [\_\_\_\_\_]**

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

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

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

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

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

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

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

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



**Section 8**

# Contractual Documentation

Contractual documentation is included on the pages that follow.

## Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products or Services (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the “**Effective Date**”).

If you are purchasing Products or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

### 1. Agreement.

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

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

### 2. Products and Services.

**2.1. Products.** Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent

each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products originally purchased by Customer.

## 2.2. Services.

2.2.1. Motorola will provide services related to purchased Products ("**Services**"), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations ("**Sites**"), agreed upon by the Parties ("**Integration Services**"), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) ("**Maintenance and Support Services**"), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered "Services", as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer.

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

obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

**2.5. Documentation.** Products and Services may be delivered with documentation for the Equipment, software Products, or data that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

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

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

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

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

### 3. Term and Termination.

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

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

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

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

### 4. Payment and Invoicing.

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

**4.2. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, “**Taxes**”), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in an Ordering Document. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**4.3. Invoicing.** Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the prime rate, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

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

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

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

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

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

and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

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

**5.6. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

## **6. Representations and Warranties.**

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

**6.2. Motorola Warranties.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be

free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

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

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

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

## **7. Indemnification.**

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

**7.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement

Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

- 7.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).
- 7.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

**7.3. Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any third-party claim, demand, action, or proceeding arising from or related to Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer - Provided Equipment, Customer Data, or Non-Motorola Content in violation of the Agreement. Motorola

will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **8. Limitation of Liability.**

**8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, AND CUSTOMER'S BREACH OF LICENSED SOFTWARE TERMS OR LICENSED TERMS OF THIRD-PARTY SOFTWARE PROVIDED BY MOTOROLA UNDER THIS AGREEMENT, NEITHER PARTY, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**" OR "CUSTOMER PARTIES") WILL BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF THE PARTY HAS BEEN ADVISED BY THE OTHER PARTY OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

**8.2. DIRECT DAMAGES.** EXCEPT FOR PERSONAL INJURY OR DEATH, CUSTOMER'S BREACH OF ITS PAYMENT OBLIGATIONS, AND CUSTOMER'S BREACH OF LICENSED SOFTWARE TERMS OR THIRD-PARTY SOFTWARE LICENSED TERMS PROVIDED BY MOTOROLA UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA AND CUSTOMER'S PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA AND CUSTOMER'S PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE

(12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

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

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

## 9. Confidentiality.

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

**9.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, unless otherwise required by law, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

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

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

manner and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## 10. Proprietary Rights; Data; Feedback.

**10.1. Data Definitions.** The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

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

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

Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

#### **10.4. Processing Customer Data.**

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

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

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

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

**10.6. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify

Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

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

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

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

## **11. Force Majeure; Delays Caused by Customer.**

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

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

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

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

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

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

### **13. General.**

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

(or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

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

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

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

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

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

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

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

**13.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified

mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

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

**13.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

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

## Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

If you are purchasing Equipment or licensing Licensed Software on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this EPSLA; (b) you have read and understand this EPSLA; and (c) on behalf of the Customer that you represent, you agree to this EPSLA. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this EPSLA, please do not complete the purchase of Equipment or license of Licensed Software from Motorola.

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

### **2. Delivery of Equipment and Licensed Software.**

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

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

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

Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

### 3. Licensed Software License and Restrictions.

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

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

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

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

from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

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

#### **4. Term.**

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

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

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

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

## 6. Representations and Warranties; Liability.

**6.1. Motorola Warranties.** Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and quality of work; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola

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

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

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

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

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

## Professional Services Addendum

This Professional Services Addendum (“**PSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties (the “**Effective Date**”) (the “**MCA**”). Capitalized terms used in this PSA, but not defined herein, will have the meanings set forth in the MCA.

If you are purchasing Professional Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Services or Products from Motorola.

**1. Addendum.** This PSA, available at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms), governs Customer’s purchase of Professional Services (as defined below), and will form part of the Parties’ Agreement. In addition to the MCA, other Addenda may be applicable to the Professional Services, including the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, and the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, as further described below. This PSA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Professional Services purchased under this PSA and not with respect to other Products and Services.

### **2. Professional Services; Applicable Terms and Conditions.**

**2.1 Professional Services.** Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Ordering Documents (“**Professional Services**”).

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

**2.3 Network Security.** If Customer is purchasing network security assessment of network monitoring Professional Service, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer’s system vulnerabilities or inefficiencies.

Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

**2.4\_ Application Development.** If Customer purchases software application development as part of the Professional Services, the Deliverables will be licensed pursuant to the applicable Addendum and other applicable Ordering Documents.

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

**4. Payment.** Customer will pay invoices for the Professional Services covered by this PSA in accordance with the invoice payment terms set forth in the MCA. Additional payment terms may be set forth via Exhibit.

**5. Survival.** The following provisions will survive the expiration or termination of this PSA for any reason: **Section 1 – Addendum; Section 2 – Professional Services; Applicable Terms and Conditions; Section 5– Survival.**

## MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Maintenance, Support and Lifecycle Management Addendum (this “**MSLMA**”) Addendum is entered into between Motorola Solutions, Inc., with office at 500 W. Monroe, suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”) and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement entered into between the Parties, effective as of the earlier of (a) the first purchase of Maintenance, Support and Lifecycle Management services from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties (the “Effective Date”) the (“**MCA**”). Capitalized terms used in this MSLMA, but not defined herein, will have the meanings set forth in the MCA.

If you are purchasing Maintenance, Support, and Lifecycle Management services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Maintenance, Support and Lifecycle Management services from Motorola.

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

### 2. Scope

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

### 3. Terms and conditions

#### 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 applicable Ordering Document.

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

3.1.4 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 MSLMA, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

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

3.1.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSLMA 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 MSLMA. 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 MSLMA and applicable Ordering Documents.

3.1.10 Inherently Safe. Customer must specifically identify any Equipment that is labeled inherently 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 MSLMA or the applicable Ordering Documents, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission

line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

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

**3.1.13 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.

**3.1.14 Warranty.** Motorola warrants that its Maintenance and Support Services under this section will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. **MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

## **3.2 Lifecycle Management Services**

**3.2.1** The Software License terms included in the MCA and its Addendum applies to any Motorola Software provided as part of the Lifecycle Management transactions.

**3.2.2** The term of this Addendum is for the number of years set out in the Ordering Documents, commencing on the date set out in the Ordering Documents. The price for the Lifecycle Management services is as set out in the Ordering Documents, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Ordering Documents, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

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

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

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

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Ordering Documents, the following apply:

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

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

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

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

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

3.2.8 If Customer terminates this Maintenance and Support or Lifecycle Management service and contractual commitment before the end of the term as set out in the Ordering Documents, 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. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

#### 4. **Payment**

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

4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using

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

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## Data Processing Addendum \_US

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

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

### 1. Definitions.

All capitalized terms not defined herein must have the meaning set forth in the Agreement.

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

“**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including without limitation marketing, advertising, licensing, and sales purposes.

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

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

“**Metadata**” means data that describes other data.

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

“**Personal Data**” or “**Personal Information**” means any information relating to an identified or identifiable natural person transmitted to Motorola by, through, or on behalf of Customer and its Authorized Users or their end users as part of Customer Data. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

“**Process**” or “**Processing**” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval,

consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

**“Security Incident”** means an incident leading to the accidental or unlawful destruction, loss, alteration or disclosure of, or access to Customer Data, which may include Personal Data, while processed by Motorola.

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

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

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

## 2. Processing of Customer Data

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

**2.2. Motorola’s Processing of Customer Data.** Motorola and Customer agree that Motorola may only use and Process Customer Data, including the Personal Information embedded in Service Use Data, in accordance with applicable law and Customer’s documented instructions for the following purposes: (i) to perform Services and provide Products under the Agreement; (ii) analyze Customer Data to operate, maintain, manage, and improve Motorola products and services ; and (iii) create new products and services. Customer agrees that its Agreement (including this DPA), along with the Product and Service Documentation and Customer’s use and configuration of features in the Products and Services, are Customer’s complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the process for amending Customer’s Agreement. Customer represents and warrants to Motorola that Customer’s instructions, including appointment of Motorola as a Processor or sub-processor, have been authorized by the relevant controller. Customer Data may be processed by Motorola at any of its global locations and/or disclosed to Subprocessors. It is Customer’s responsibility to notify Authorized Users of Motorola’s collection and use of Customer Data, and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use. Customer represents and warrants to Motorola that it has complied with the terms of this provision.

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

**2.4. Disclosure of Processed Data.** Motorola must not disclose to or share any Customer Data with any third party except to Motorola’s sub-processors, suppliers and channel partners as necessary to provide the products and services unless permitted under this Agreement, authorized by Customer or required by law. In the event a government or supervisory authority demands access to Customer

Data, to the extent allowable by law, Motorola must provide Customer with notice of receipt of the demand to provide sufficient time for Customer to seek appropriate relief in the relevant jurisdiction. In all circumstances, Motorola retains the right to comply with applicable law. Motorola must ensure that its personnel are subject to a duty of confidentiality, and will contractually obligate its sub-processors to a duty of confidentiality, with respect to the handling of Customer Data and any Personal Data contained in Service Use Data.

**2.5. Customer's Obligations.** Customer is solely responsible for its compliance with all Data Protection Laws and establishing and maintaining its own policies and procedures to ensure such compliance. Customer must not use the Products and Services in a manner that would violate applicable Data Protection Laws. Customer must have sole responsibility for (i) the lawfulness of any transfer of Personal Data to Motorola, (ii) the accuracy, quality, and legality of Personal Data provided to Motorola; (iii) the means by which Customer acquired Personal Data, and (iv) the provision of any required notices to, and obtaining any necessary acknowledgements, authorizations or consents from Data Subjects. Customer takes full responsibility to keep the amount of Personal Data provided to Motorola to the minimum necessary for Motorola to perform in accordance with the Agreement. Customer must be solely responsible for its compliance with applicable Data Protection Laws. Customer agrees that it has implemented administrative, physical and technical safeguards for Customer's environment and operations that are no less rigorous than accepted industry practices and shall ensure that all such safeguards comply with applicable data protection and privacy laws. Customer agrees that Motorola shall not be liable for any Security Incident arising from Customer's breach of this requirement.

**2.6. Customer Indemnity.** Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any third-party claim, demand, action, or proceeding arising from or related to Customer's negligence or willful misconduct. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

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

**4. Third-Party Data and Motorola Data.** Motorola Data and Third Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use the Motorola Data and Third Party Data as permitted by Motorola and the applicable third-party data provider, as described in the Agreement or applicable Addendum. Unless expressly permitted in the Agreement or applicable Addendum, Customer must not, and must ensure its Authorized Users must not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes or disclose the data to third parties; (b) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (c) use such data in violation of applicable laws; (d) use such data for activities or purposes where reliance upon the data could lead to death, injury, or property damage; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the Agreement or applicable

Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data must immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or the MCA. Further, Motorola or the applicable Third Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or by Motorola's agreement with the applicable Third Party Data provider. Upon termination of Customer's rights to use of any Motorola Data or Third-Party Data, Customer and all Authorized Users must immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola has no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

**5. Motorola as a Controller or Joint Controller.** In all instances where Motorola acts as a Controller it must comply with the applicable provisions of the Motorola Privacy Statement at [https://www.motorolasolutions.com/en\\_us/about/privacy-policy.html#privacystatement](https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement) as each may be updated from time to time. Motorola holds all Customer Contact Data as a Controller and must Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a Joint Controller with Customer, the Parties must enter into a separate addendum to the Agreement to allocate the respective roles as joint controllers.

## **6. Sub-processors.**

**6.1. Use of Sub-processors.** Customer agrees that Motorola may engage Sub-processors who in turn may engage Sub-processors to Process Personal Data in accordance with the DPA. A current list of Sub-processors is set forth at **Annex III**. When engaging Sub-processors, Motorola must enter into agreements with the Sub-processors to bind them to obligations which are substantially similar or more stringent than those set out in this DPA.

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

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

## 7. Data Transfers

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

**8. Security.** Motorola must implement appropriate technical and organizational measures to ensure a level of security appropriate to the risk posed by the Processing of Personal Data, taking into account the costs of implementation; the nature, scope, context, and purposes of the Processing; and the risk of varying likelihood and severity of harm to the data subjects. The appropriate technical and organizational measures implemented by Motorola are set forth in **Annex III**. In assessing the appropriate level of security, Motorola must weigh the risks presented by Processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise Processed.

**9. Security Incident Notification.** If Motorola becomes aware of a Security Incident, then Motorola must (i) notify Customer of the Security Incident without undue delay, (ii) investigate the Security Incident and apprise Customer of the details of the Security Incident and (iii) take commercially reasonable steps to stop any ongoing loss of Personal Data due to the Security Incident if in the control of Motorola. Notification of a Security Incident must not be construed as an acknowledgement or admission by Motorola of any fault or liability in connection with the Security Incident. Motorola must make reasonable efforts to assist Customer in fulfilling Customer's obligations under Data Protection Laws to notify the relevant supervisory authority and Data Subjects about such incident.

## 10. Data Retention and Deletion.

Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola must delete all Customer Data no later than ninety (90) days following termination or expiration of the MCA or the applicable Addendum or Ordering Document unless otherwise required to comply with applicable law.

## 11. Audit Rights

**11.1 Periodic Audit.** Motorola will allow Customer to perform an audit of reasonable scope and duration of Motorola operations relevant to the Products and Services purchased under the Agreement, at Customer's sole expense, for verification of compliance with the technical and organizational measures set forth in **Annex II** if (i) Motorola notifies Customer of a Security Incident that results in actual compromise to the Products and/or Services purchased; or (ii) if Customer reasonably believes Motorola is not in compliance with its security commitments under this DPA, or (iii) if such audit is legally required by the Data Protection Laws. Any audit must be conducted in accordance with the procedures set forth in **Section 11.3** of this DPA and may not be conducted more than one time per year. If any such audit requires access to confidential information of Motorola's other customers,

suppliers or agents, such portion of the audit may only be conducted by Customer's nationally recognized independent third party auditors in accordance with the procedures set forth in **Section 11.3** of this DPA. Unless mandated by GDPR or otherwise mandated by law or court order, no audits are allowed within a data center for security and compliance reasons. Motorola must, in no circumstances, provide Customer with the ability to audit any portion of its software, products, and services which would be reasonably expected to compromise the confidentiality of any third party's information or Personal Data.

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

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

## **12. Regulation Specific Terms**

**12.1. HIPAA Business Associate.** If Customer is a "covered entity" or a "business associate" and includes "protected health information" in Customer Data as those terms are defined in 45 CFR § 160.103, execution of the MCA includes execution of the Motorola HIPAA Business Associate Agreement Addendum ("BAA"). Customer may opt out of the BAA by sending the following information to Motorola in a written notice under the terms of the Customer's Agreement: "Customer and Motorola agree that no Business Associate Agreement is required. Motorola is not a Business Associate of Customer's, and Customer agrees that it will not share or provide access to Protected Health Information to Motorola or Motorola's subprocessors."

**12.2. FERPA.** If Customer is an educational agency or institution to which regulations under the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g (FERPA), apply, Motorola acknowledges that for the purposes of the DPA, Motorola is a "school official" with "legitimate educational interests" in the Customer Data, as those terms have been defined under FERPA and its implementing regulations, and Motorola agrees to abide by the limitations and requirements imposed by 34 CFR 99.33(a) on school officials. Customer understands that Motorola may possess limited or no contact information for Customer's students and students' parents. Consequently, Customer must be

responsible for obtaining any parental consent for any end user's use of the Online Service that may be required by applicable law and to convey notification on behalf of Motorola to students (or, with respect to a student under 18 years of age and not in attendance at a post-secondary institution, to the student's parent) of any judicial order or lawfully-issued subpoena requiring the disclosure of Customer Data in Motorola's possession as may be required under applicable law.

**12.3. CJIS.** Motorola agrees to support the Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (CJIS) Security Policy and must comply with the terms of the CJIS Security Addendum for the Term of this Agreement and such CJIS Security Addendum is incorporated herein by reference. Customer hereby consents to allow Motorola "screened" personnel as defined by the CJIS Security Policy to serve as an authorized "escort" within the meaning of CJIS Security Policy for escorting unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Tier 3 support (e.g. troubleshooting or development resources). In the event Customer requires access to Service Use Data for its compliance with the CJIS Security Policy, Motorola must make such access available following Customer's request. Notwithstanding the foregoing, in the event the MCA or applicable Ordering Document terminates, Motorola must carry out deletion of Customer Data in compliance with Section 10 herein and may likewise delete Service Use Data within the time frame specified therein. To the extent Customer objects to deletion of its Customer Data or Service Use Data and seeks retention for a longer period, it must provide written notice to Motorola prior to expiration of the 30 day period for data retention to arrange return of the Customer Data and retention of the Service Use Data for a specified longer period of time.

**12.4. CCPA / CPRA.** If Motorola is Processing Personal Data within the scope of the California Consumer Protection Act ("CCPA") and/or the California Privacy Rights Act ("CPRA") (collectively referred to as the "California Privacy Acts"), Customer acknowledges that Motorola is a "Service Provider" within the meaning of California Privacy Acts. Motorola must process Customer Data and Personal Data on behalf of Customer and, not retain, use, or disclose that data for any purpose other than for the purposes set out in this DPA and as permitted under the California Privacy Acts, including under any "sale" exemption. In no event will Motorola sell any such data, nor will M. If a California Privacy Act applies, Personal Data must also include any data identified with the California Privacy Act or Act's definition of personal data. Motorola shall provide Customer with notice should it determine that it can no longer meet its obligations under the California Privacy Acts, and the parties agree that, if appropriate and reasonable, Customer may take steps necessary to stop and remediate unauthorized use of the impacted Personal Data.

**12.5 CPA, CTDPA, VCDPA.** If Motorola is Processing Personal Data within the scope of the Colorado Privacy Rights Act ("CPA"), the Connecticut Data Privacy Act ("CTDPA"), or the Virginia Consumer Data Protection Act ("VCDPA") Motorola will comply with its obligations under the applicable legislation, and shall make available to Customer all information in its possession necessary to demonstrate compliance with obligations in accordance with such legislation. **Motorola Contact.** If Customer believes that Motorola is not adhering to its privacy or security obligations hereunder, Customer must contact the Motorola Data Protection Officer at Motorola Solutions, Inc., 500 W. Monroe, Chicago, IL USA 90661-3618 or at [privacy1@motorolasolutions.com](mailto:privacy1@motorolasolutions.com).

**Motorola: Motorola Solutions, Inc.**

**Customer: [\_\_\_\_\_]**

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

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

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

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

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

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

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

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

## ANNEX I

### A. LIST OF PARTIES

**Data exporter(s):** *[Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

1.

**Name:** ...

**Address:** ...

**Contact person's name, position and contact details:** ...

**Activities relevant to the data transferred under these Clauses:** ...

**Signature and date:** ...

**Role (controller/processor):** Controller

2.

...

**Data importer(s):** *[Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

1.

**Name:** Motorola Solutions, Inc.

**Address:** ...

**Contact person's name, position and contact details:** ...

**Activities relevant to the data transferred under these Clauses:** ...

Signature and date: ...

**Role (controller/processor):** Processor

2. ...

## **B. DESCRIPTION OF TRANSFER**

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

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

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

### ***Categories of personal data transferred***

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

- Basic personal data (for example place of birth, street name, and house number (address), Agreemental code, city of residence, country of residence, mobile phone number, first name, last name, initials, email address, gender, date of birth), including basic personal data about family members and children;
- Authentication data (for example user name, password or PIN code, security question, audit trail);
- Contact information (for example addresses, email, phone numbers, social media identifiers; emergency contact details);

- Unique identification numbers and signatures (for example Social Security number, bank account number, passport and ID card number, driver's license number and vehicle registration data, IP addresses, employee number, student number, patient number, signature, unique identifier in tracking cookies or similar technology);
- Pseudonymous identifiers;
- Financial and insurance information (for example insurance number, bank account name and number, credit card name and number, invoice number, income, type of assurance, payment behavior, creditworthiness);
- Commercial Information (for example history of purchases, special offers, subscription information, payment history);
- Biometric Information (for example DNA, fingerprints and iris scans);
- Location data (for example, Cell ID, geo-location network data, location by start call/end of the call. Location data derived from use of wifi access points);
- Photos, video, and audio;
- Internet activity (for example browsing history, search history, reading, television viewing, radio listening activities);
- Device identification (for example IMEI-number, SIM card number, MAC address);
- Profiling (for example based on observed criminal or anti-social behavior or pseudonymous profiles based on visited URLs, click streams, browsing logs, IP-addresses, domains, apps installed, or profiles based on marketing preferences);
- HR and recruitment data (for example declaration of employment status, recruitment information (such as curriculum vitae, employment history, education history details), job and position data, including worked hours, assessments and salary, work permit details, availability, terms of employment, tax details, payment details, insurance details and location, and organizations);
- Education data (for example education history, current education, grades and results, highest degree achieved, learning disability);
- Citizenship and residency information (for example citizenship, naturalization status, marital status, nationality, immigration status, passport data, details of residency or work permit);
- Information processed for the performance of a task carried out in the public interest or in the exercise of an official authority;
- Special categories of data (for example racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, data concerning health, data concerning a natural person's sex life or sexual orientation, or data relating to criminal convictions or offences); or
- Any other personal data identified under applicable law or regulation.

***Sensitive data transferred*** (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

***The frequency of the transfer*** (e.g. whether the data is transferred on a one-off or continuous basis).

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

***Nature of the processing***

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

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

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

***The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period***

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

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

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



## ANNEX II

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

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

Where technically feasible and when not impacting services provided:

- We minimize the data we collect to information we believe is necessary to communicate, provide, and support products and services and information necessary to comply with legal obligations.
- We encrypt in transit and at rest.
- We pseudonymize and limit administrative accounts that have access to reverse pseudonymisation.

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

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

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

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

Business Continuity and Disaster Preparedness Motorola maintains business continuity and disaster preparedness plans for critical functions and systems within Motorola's control that support the Products and Services purchased under the Agreement in order to avoid services disruptions and minimize recovery risks.

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

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

### ***Measures for user identification and authorisation***

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

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

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

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

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

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

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

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

policies. Motorola policies impose industry standard workstation, device and media controls designed to further protect Customer Data, including personal information.

### ***Measures for ensuring personnel security***

Access to Customer Data. Motorola maintains processes for authorizing and supervising its employees, and contractors with respect to monitoring access to Customer Data. Motorola requires its employees, contractors and agents who have, or may be expected to have, access to Customer Data to comply with the provisions of the Agreement, including this Annex and any other applicable agreements binding upon Motorola.

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

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

Background Checks. Motorola follows its standard mandatory employment verification requirements for all new hires. In accordance with Motorola internal policy, these requirements must be periodically reviewed and include, but may not be limited to, criminal background checks, proof of identity validation and any additional checks as deemed necessary by Motorola.

### ***Measures for ensuring events logging***

Protection, and Response. Motorola assesses organization's effectiveness annually via external assessors who report and share the assessment findings with Motorola Audit Services who tracks any identified remediations. For more information, please see the Motorola Trust Center at [https://www.motorolasolutions.com/en\\_us/about/trust-center/security.html](https://www.motorolasolutions.com/en_us/about/trust-center/security.html)

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

Motorola performs internal Secure Application Review and Secure Design Review security audits and Production Readiness Review security readiness reviews prior to service release. Where appropriate, privacy assessments are performed for Motorola's products and services. A risk register is created as a result of internal audits with assignments tasked to appropriate personnel. Security audits are performed annually with additional audits as needed. Additional privacy assessments, including updated data maps, occur when material changes are made to the products or services. Further, Motorola Solution has achieved AICPA SOC2 Type 2 reporting and ISO/IEC 27001:2013 certification for many of its development and support operations.

### ***Measures for ensuring data minimisation***

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

***Measures for ensuring data quality***

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

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

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

***Measures for ensuring accountability***

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

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

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

***For transfers to (sub-) processors***

If, in the course of providing products and services under the MCA, Motorola Solutions transfers information containing personal data to third parties, said third parties will be subjected to a security assessment and bound by obligations substantially similar, but at least as stringent, as those included in this DPA.

## ANNEX III

### LIST OF SUB-PROCESSORS

#### EXPLANATORY NOTE:

This Annex must be completed in case of the specific authorisation of sub-processors. The controller has authorised the use of the following sub-processors:

1.

Name: ...

Description of processing (including a clear delimitation of responsibilities in case several sub-processors are authorised): ...

2.

...

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1. ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the ESRI OEM Software.

1.1 The use of ESRI OEM Software is restricted to executable code.

1.2 The following are prohibited: (i) transfer of the OEM Software, except for a temporary transfer in the event of a computer malfunction; (ii) assignment, time-sharing, lend or lease, or rental of the OEM Software or use for commercial network services or interactive cable or remote processing services; and (iii) title to the OEM Software from passing to Customer or any other party.

1.3 Also prohibited are the reverse engineering, disassembly, or decompilation of the OEM Software and the duplication of the OEM Software, except for a single archival copy; reasonable Customer backup copies are permitted.

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1.5 Upon termination of the contract, Customer agrees to certify in writing to Motorola that it has discontinued use and has destroyed or will return to Motorola all copies of the OEM Software and documentation.

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1.7 Customer shall not remove or obscure any copyright, trademark notice, or restrictive legend.

1.8 In any sublicense to the United States Government, the OEM Software shall be provided with "Restricted Rights."

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2.2. If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness is not guaranteed. The Data may contain some nonconformities,

defects, errors or omissions. ESRI and Motorola make no warranty with respect to the Data. Without limiting the generality of the preceding sentence, ESRI and Motorola do not warrant the Data will meet the Customer's needs or expectations, the use of Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and Motorola are not inviting reliance on the Data, and Customer should always verify actual Data, including, but not limited to, map, spatial, raster and tabular information.

2.3. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. ESRI DOES NOT WARRANT THAT THE DATA WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THE USE OF THE SAME WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

2.4. Customer's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth herein shall be limited, at ESRI's sole discretion, to (a) replacement of any defective media; (b) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy, (c) return of the license fees paid for the Software, Data, or Documentation that does not meet ESRI's limited warranty, provided that Customer uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such de-installation and destruction to ESRI.

3. THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy