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Header #2

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Procurement Folder: 1628135

Procurement Type: Central Purchase Order

Vendor ID: 000000178509

Legal Name: MOTOROLA SOLUTIONS INC

Alias/DBA:

Total Bid: \$186,000.12

Response Date: 04/28/2025

Response Time: 9:59

Responded By User ID: gpf763a

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Solicitation Description: 36 On-Body Worn Camera Systems for CDL Examiners

Total of Header Attachments: 2

Total of All Attachments: 2



Department of Administration
Purchasing Division
2019 Washington Street East
Post Office Box 50130
Charleston, WV 25305-0130

State of West Virginia
Solicitation Response

Proc Folder: 1628135
Solicitation Description: 36 On-Body Worn Camera Systems for CDL Examiners
Proc Type: Central Purchase Order

Solicitation Closes	Solicitation Response	Version
2025-04-28 13:30	SR 0802 ESR04282500000006552	1

VENDOR
000000178509
MOTOROLA SOLUTIONS INC

Solicitation Number: CRFQ 0802 DMV2500000003
Total Bid: 186000.1199999999953433871269 **Response Date:** 2025-04-28 **Response Time:** 09:59:18
Comments:

FOR INFORMATION CONTACT THE BUYER
John W Estep
304-558-2566
john.w.estep@wv.gov

Vendor		
Signature X	FEIN#	DATE

All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	36 On-Body Worn Camera Systems for CDL Examiners	36.00000	EA	3666.670000	132000.12

Comm Code	Manufacturer	Specification	Model #
45121500			

Commodity Line Comments: The V700 body camera price per unit is \$2,916.67. The LTE data plan to support line item 3.1.2.6, is \$750.00 per device per year for a total of \$27,000.00.

Extended Description:

36 On-Body Worn Camera Systems for CDL Examiners

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Warranty and Support - Year 1	0.00000	YR	27000.000000	0.00

Comm Code	Manufacturer	Specification	Model #
72154200			

Commodity Line Comments: Warranty and Device support for the proposed V700 body camera is included. For line item 3.1.2.6, the price for the LTE data plan which is included, is \$62.50 per device per month totaling \$27,000.00 for year 1.

Extended Description:

36 On-Body Worn Camera Systems for CDL Examiners - Warranty and Support

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Warranty and Support - Year 2 Optional	1.00000	YR	27000.000000	27000.00

Comm Code	Manufacturer	Specification	Model #
72154200			

Commodity Line Comments: Warranty and Device support for the proposed V700 body camera is included. To address line item 3.1.2.6, the \$27,000.00 price covers a LTE data plan of \$62.50 per device per month.

Extended Description:

36 On-Body Worn Camera Systems for CDL Examiners - Warranty and Support

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Warranty and Support - Year 3 Optional	1.00000	YR	27000.000000	27000.00

Comm Code	Manufacturer	Specification	Model #
72154200			

Commodity Line Comments: Warranty and Device support for the proposed V700 body camera is included. For line item 3.1.2.6, the \$27,000.00 price covers a LTE data plan of \$62.50 per device per month.

Extended Description:

36 On-Body Worn Camera Systems for CDL Examiners - Warranty and Support



MOTOROLA SOLUTIONS

Proposal

West Virginia Division of Motor Vehicles

On Body Worn Camera Systems - CDL Examiners - Cost Proposal

CRFQ 0802 DMV2500000003

April 28, 2025

The design, technical, and price information furnished with this proposal 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 proposal, and is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the proposal, without the express written permission of Motorola Solutions, Inc.

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PS-000192477

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Section 1

Pricing

1.1 Exhibit A: Pricing Page

Motorola has included Exhibit A: Pricing Page on the following page.

Payment Terms:

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

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Motorola will invoice \$105,000.12 upon the initial shipment of the equipment. The service and support outyears for \$27,000 per year will be billed annually in advance of each service period.

Exhibit A - Pricing Page
On-Body Camera Systems RFQ

Item	Item Description	Quantity	Unit Cost	Extended Price
3.1.1	On-Body Camera Systems	36	\$2,916.67	\$105,000.12
3.1.2	Warranty and Support LTE Plan for Cameras*	Year 1 36	Included \$62.50	Included \$27,000.00
3.1.2	Warranty and Support LTE Plan for Cameras*	Optional Year 2 36	Included \$62.50	Included \$27,000.00
3.1.2	Warranty and Support LTE Plan for Cameras*	Optional Year 3 36	Included \$27,000.00	Included \$27,000.00
			Total Cost	\$186,000.12

*Motorola would advocate that the best option for WV DMV would be to procure their LTE plan through an available National Procurement Contract, which will be the most competitive pricing and include priority and preemption.

Vendor should complete pricing page in its entirety.



MOTOROLA SOLUTIONS

Proposal

West Virginia Division of Motor Vehicles

On Body Worn Camera Systems - CDL Examiners - Technical Proposal

CRFQ 0802 DMV2500000003

April 28, 2025

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PS-000192477

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

April 28, 2025

Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305

Reference: CRFQ 0802 DMV2500000003

Motorola Solutions, Inc. ("Motorola") is pleased to provide the West Virginia Division of Motor Vehicles ("WV DMV") with a proposal for Body-Worn Cameras. As a strong ecosystem partner today in Land Mobile Radio and License Plate Recognition Solutions, Motorola is excited to have the opportunity to expand our partnership with the WV DMV. Motorola currently serves over 7,800 law enforcement agencies in the US and Canada with our suite of video technology and evidence management solutions, and we look forward to the opportunity to showcase the benefits of our products. Our proposal offers a solution that is tailored to the unique requirements of the WV DMV and provides exceptional value by leveraging your previous investments and expanding the cohesiveness and information sharing of your technologies.

We are pleased to provide the following body worn camera solution offering – This offering being a CapEx purchase option.

Motorola's offer is subject to its response to the WV DMV's solicitation, including all clarifications and exceptions, and the terms and conditions of the enclosed Motorola Solutions Customer Agreement, including all Addenda ("MCA"). This offer remains valid for a period of ninety (90) days from the date of this letter. The WV DMV may accept this offer by returning a signed copy of the MCA to Motorola.

Motorola will be pleased to address any concerns WV DMV may have regarding the proposal. Please direct any questions to Thomas Moro, Senior Account Manager, at 540-454-7462 or thomas.moro@motorolasolutions.com.

We thank you for the opportunity, and if selected, look forward to furnishing the WV DMV with "best in class" solutions as well as strengthening our relationship by implementing this project.

Sincerely,

MOTOROLA SOLUTIONS, INC.



David Dip

Area Sales Manager - Video

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Section 1

Executive Summary

Motorola has included an Executive Summary on the following pages.



West Virginia Division of Motor Vehicles

Body-worn Cameras
April 22, 2025



When it's time to take your driving test, you need to be 100% locked in on what's ahead of you, with no distractions - and the same goes for your Driving Examiner. The West Virginia Division of Motor Vehicles (WVDMV) seeks a body-worn camera (BWC) solution that enables test examiners to focus on the task at hand while effectively and efficiently capture, store, and manage video evidence. The solution should be reliable and intuitive to use, so users can focus on evaluating drivers in order to keep people safe and help West Virginia thrive.

Motorola Solutions has the technology and the experience to help the West Virginia DMV meet these goals for a BWC system. Our **V700 body-worn camera** and VideoManager EL Cloud Digital Evidence Management System (DEMS) are designed to make capturing and managing video evidence as easy as possible, with features such as:

Simple Operation

- The V700 has a large, easy-to-press **record button** located to facilitate starting to record in an instance.
- **Visual and audible alerts** confirm when recording starts or stops, ensuring officers are aware of the camera's status.
- A **2.8-inch color touchscreen and responsive interface** enable simple navigation for reviewing footage, tagging videos, and adjusting settings.

Pre-Event & Automated Recording

- **Pre-event buffering** captures up to **2 minutes** before an officer manually starts recording, helping preserve critical context.
- It integrates with **Holster Aware** sensors, which automatically start recording when a firearm is drawn, reducing reliance on manual activation.
- Patented **Record-After-the-Fact** evidence recovery ensures that even if a camera was not actively recording, an agency can go back and capture footage from a previous time frame. Any incident can still be accessed, because all interaction is recorded and stored long enough to retrieve after an incident.

Live-streaming Capabilities

- The V700 body camera has **real time GPS** and live-streaming capabilities configurable for 1080p, 720p, 480p video resolution.
- The camera has **embedded SIM cards** to upload evidence wirelessly over LTE without requiring a dock.



Optimized, Swappable Battery

- Self-cleaning battery contacts ensure **reliable power for up to 16 hours**.
- In the case of battery drain, the V700's rechargeable battery can easily be **swapped in the field**.
- The **smart docking station** automates video upload and battery charging, reducing manual data management for officers.

Secure Encryption

- All of the data on the device has standard **FIPS-140-2** encryption.
- If the V700 is misplaced, it **locks out** so unauthorized users cannot access the device, **the only way to fully secure your evidence**.

Seamless Integration with EvidenceLibrary Cloud

- The camera automatically uploads footage to **Motorola's cloud-based VideoManager** for secure storage and easy retrieval.
- Officers can **tag videos directly on the device**, making post-incident reporting more efficient.

Rugged, Sturdy Design

- Designed to perform consistently during changing situations
- Built to survive a drop from up to 6 feet, store up to 128 GB storage with 256 full disk encryption, and operate in a temperature range of -20 C to 60 C.

Additional Integrations: CommandCentral Aware

CommandCentral Aware is a real-time intelligence platform developed by Motorola to provide public safety agencies with a comprehensive operational view by integrating various data sources into a single, unified interface. This allows the user to:

- **Improve locational awareness** - View real-time V700 location and video. Receive V700 recording activation alerts on the CommandCentral Aware map. Enhance the map view and make decisions with added context including custom GIS map layers and traffic, and map controls such as zones of interest, search, and measurement tools.
- **Offer closer remote visibility and support** - Gain a complete view of the scene from the agency or command center to inform responders of changes on the scene and provide transparency into the incident response.
- **Align livestreaming capabilities with agency policies** - The V700 can only display location when the body-worn camera is turned on and can only livestream if the device is recording. When the V700 is streaming, an "eye" icon shows on the home screen on the body-worn camera letting the officer know that video and audio are streaming. The V700 can only

Ask the Right Questions: Understanding Your Evidence & Own Your Future

Questions:	Motorola	Others
Will you have the flexibility to change DEMS providers with Ease? • Reassignment of AZURE Instance from DEMS providers • Will your DEMS provider provide the key meta-data descriptions for translation in AZURE for a new DEMS provider	✓	?
Do you own your metadata?	✓	?
Are you allowed enough time to be able to move data for a reasonable price?	✓	?
Are your existing recordings and metadata in non-proprietary, industry-standard format?	✓	?



Maintenance, training, and support offering

We will partner with the West Virginia DMV to ensure that your team transitions smoothly to using body-worn cameras, and that the solution is integrated into the DMV's day-to-day operations. We accomplish this through dependable, intuitive technology, seamless implementation, targeted training, and ongoing support.

On-site Deployment

The V700 and the VideoManager software allow for on-site configuration and training with the deployment, with your remote project manager ensuring that equipment is delivered and VideoManager software installed in a timely, efficient manner. Our deployment is:

- **Cost-effective**, with the same quality and access to expertise as in-person deployment.
- **Efficient**, with experts available to demonstrate features and functions, and provide assistance in real time.
- **Thorough**, with on-site training and remote deployment, your personnel will be using the system to its full capacity, with no disruption to daily operations.

Support

Motorola will serve as your ongoing partner to ensure that this new technology is aligned with the needs of the West Virginia DMV. You can continue to depend on immediate technical support for hardware or software issues, and we provide multiple ways to connect with us for support. During the three years of the contract, you can:

- Submit support requests or manage current requests on line at our Customer Hub
- Speak with a support tech at our customer service desk with a toll-free number
- Submit support requests via email to a hardware or a software email address
- Contact your Motorola sales representatives directly at any point with questions or concerns

A reliable solution

We are confident that our body-worn camera solution will offer the West Virginia DMV the right technology for capturing video evidence and easing the complex job of evidence management. Having deployed thousands of these systems in agencies of all sizes and in all geographies, Motorola has the expertise and the experience to implement this new technology for West Virginia with minimal disruption to day-to-day operations. We see no potential risks or hazards, and we would be honored to partner with you to provide a solution that meets and exceeds your expectations.

On-site training

Motorola understands that effective training and ongoing support are critical for the long-term success of your deployment. To ensure that DMV personnel are getting the most from the M500 and V700 cameras and VideoManager, we offer:

- Initial on-site user training
- Additional online training
- Access to Motorola's library of online training modules for continuous learning.

Major milestones

From contract signing, we will work closely with your team to determine a timeline that puts a schedule in place. Once equipment is delivered, we can get your team up and running with the V700 cameras and the digital management system in a short amount of time.

Project meetings scheduled	10-20 days
West Virginia DMV receives equipment	20-30 days
Remote deployment and on-site training	30-40 days



Motorola Solutions, Inc. 500 West Monroe Street, Chicago, IL 60661 U.S.A. motorolasolutions.com

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Section 2

Experience

Since 1928, Motorola has proudly served the public safety and government markets by providing reliable, mission critical communications systems, products and services. Although many companies have entered the market over the past 90-plus years, Motorola remains the market leader with a sole focus on the public safety industry.

Motorola has a remarkable history of communications innovation, including:

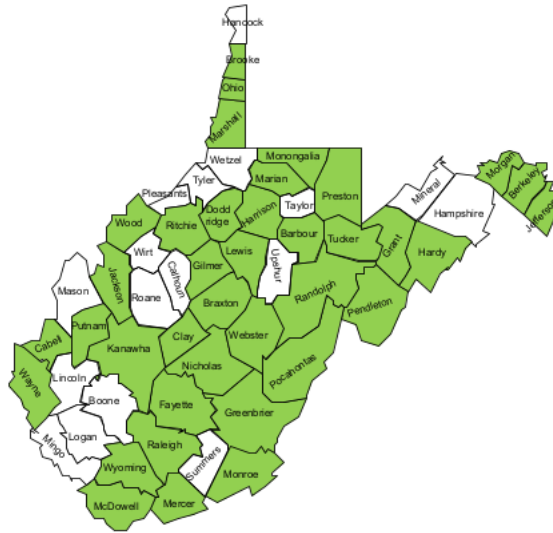
- Pioneering mobile communications in the 1930s with car radios and public safety networks.
- Making the equipment that carried the first words from the moon during the Apollo 11 mission in 1969.
- Implementing the first statewide radio network for Michigan in 1977.
- Developed the first APCO Project 25 (P25) Phase 2 system acceptance—Apopka, Florida (2012).

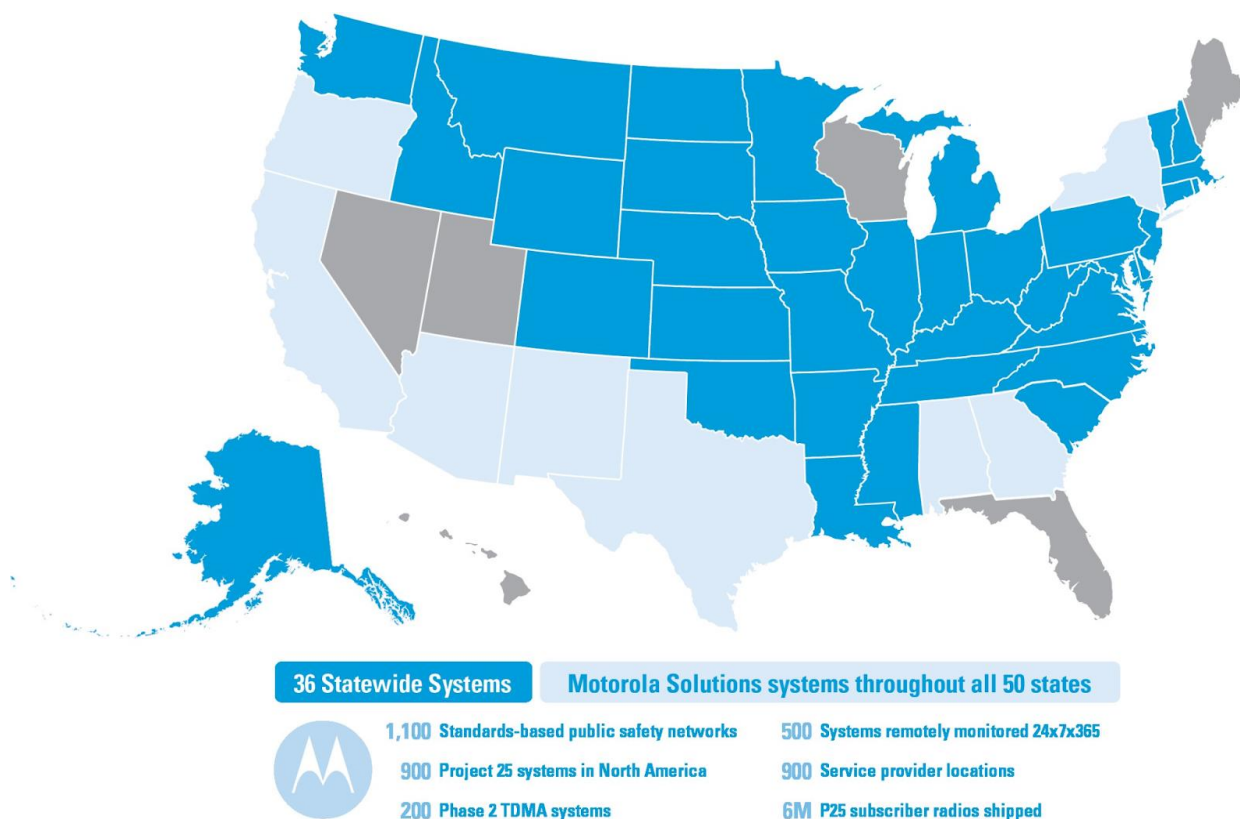
At Motorola, we are dedicated to the mission of supporting public safety communications through the development of innovative technologies. Our products are designed for one purpose: to assist public safety personnel and the communities they serve in the moments that matter. Today, we are making constant improvements to our products and are always evolving to the growing needs of our customers by anticipating the demands and operational efficiencies of the future. These future offerings include cloud-based services, software enhancements and continued subscriber improvements.

Responding to Your Public Safety Needs

Motorola has a long and cooperative history of Public Safety communication Design, Installation, and Service with the State of West Virginia. Motorola was part of the initial P25 Trunk system installed in Harrison County in 2004 which over time has expanded into the current 3 zone, 120 RF Tower Site Mission Critical State Wide Interoperable Radio Network (SIRN).

SIRN is built on the industry proven Motorola ASTRO P25 Trunked Radio solution and is used by all counties and state agencies in West Virginia and through mutual aid agreements in border counties in Maryland and Virginia. Today, there are over 640 agencies utilizing SIRN for communications with over 55,000 subscribers. SIRN enables responders around the state to answer the call for help, and to communicate to each other no matter where they are located. From the edge of Jefferson County to the reaches of Cabell, Wayne, Greenbrier, and Hancock, SIRN has proven itself during day-to-day communications and in times of need. When the Derecho struck, SIRN was the only means of communications in several areas of West Virginia. This held true during the 2010 mining disaster as well as during snow storms and flooding events. SIRN is instrumental in providing reliable communications for the Boy Scout Jamboree held in July of 2013 and again in 2017. It is used for special events such as Bridge Day and WVU football games. All state agencies use SIRN and each of the 55 West Virginia counties has connectivity to it.





Motorola is a Global Leader in P25 Technology

2.1.3 Motorola's Mobile and Fixed Video Leadership

Motorola entered the video security and access control industry in March 2018 with the acquisition of Avigilon. As a Motorola subsidiary, Avigilon continues to be a global leader in the manufacturing and distribution of video cameras, video analytics, video management software, video storage and access control solutions.

In January 2019, Motorola acquired Vigilant Solutions and its parent company, VaaS International Holdings, a leader in data and image analytics. As part of this transaction, Motorola acquired Edesix, a global leader in body camera and video management solutions. In that same year and in a separate acquisition, Motorola also acquired WatchGuard, a leader in body-worn camera and in-vehicle video solutions. Motorola next acquired Pelco in August 2020, and Ava Security in March 2022.

All of these combined acquisitions have made Motorola into one of the largest global providers of video security and access control solutions. These companies are rapidly innovating ways to integrate an ecosystem of solutions to better serve government and public safety agencies in alignment with Motorola's core purpose: to help people be their best in the moments that matter. Motorola has positioned itself to provide the WV DMV with a broad portfolio of proven BWC solutions with hundreds of thousands of body-worn cameras deployed globally.

2.1.4 Video Security and Analytics

As part of expanding its Video Security and Analytics technology platform, Motorola acquired WatchGuard Video, Inc. (WatchGuard) in July 2019. WatchGuard was founded in 2002 and began full production of its mobile video products in September 2005, with initial shipments of the in-car solution beginning in October 2005. WatchGuard began deploying wearable cameras to law enforcement agencies in 2010.

We currently have approximately 8,000 law enforcement agencies as body-worn and in-car camera customers, with over 115,000 mobile DVR systems in the field.

2.1.4.1 Innovation

Since 2002, WatchGuard has been pioneering technological innovations. Over its history, WatchGuard has been first to market with many technology breakthroughs, including:

- The industry's first and only completely integrated and synchronized in-car and body-worn system.
- The industry's first HD in-car video system.
- Record-after-the-fact functionality.
- Multiple resolution recording.
- The industry's first direct-to-DVD in-car video system.

2.1.4.2 Dedication

Our business is focused on law enforcement video and evidence management systems. Motorola's product strategy revolves around providing premium hardware with functionality that can only be performed in hardware (versus software solutions), plus video management solutions that achieve automation through integration.

Our hardware roadmap includes:

- Further reduction in the size and weight of our body worn camera.
- Continuous improvement in the audio and video quality of our already industry-leading cameras and microphones.
- Increasing product longevity through improved materials and construction, thus reducing overall costs for our partner agencies.
- Further integration with CAD/RMS vendors.
- Feature improvements and ease of use for our redaction software.
- Development of next-gen platforms for our body-worn, in-car offerings and video management software that take advantage of emerging AI, speech recognition and facial recognition technologies.

Section 3

Response to Requirements/Solution Overview

3.1 Contract Item #1 Requirements

On-body camera systems that include single bay docking stations for each camera and all required ancillary equipment for camera to operate as advertised.

Motorola Response

Comply. The V700 body camera, single bay docking station, and all ancillary equipment will be included.

Real-time GPS and live-streaming capabilities for examiners requiring remote support.

Motorola Response

Comply. The V700 body camera has real-time GPS and live-streaming capabilities.

Licensing for (3) DMV Administrators and (33) Examiner Camera Licenses.

Motorola Response

Comply. The Motorola Digital Evidence Management System includes unlimited licenses to include all required users.

Standalone cloud-based storage solution included that provides streamlined sharing and reviewing tools as well as case summaries that are configurable with retention categories for training purposes and investigations.

Motorola Response

Comply. The Motorola Digital Evidence Management System is a standalone cloud-based storage solution that provides streamlined sharing and reviewing tools as well as case summaries that are configurable with retention categories for training purposes and investigations.

Must have selectable 1080, 720, 480 video resolution.

Motorola Response

Comply. The V700 body camera is configurable for 1080p, 720p, 480p resolution.

Minimum 12-hour battery life.

Motorola Response

Comply. The V700 body camera has 12 hours of battery life, however; different feature configurations will affect that, such as live streaming and real-time location. WV DMV should expect about 8.5-9.5 hours of use. The V700 has in-vehicle charging solutions as well as a swappable battery, which will provide 17+ hours of operation.

Minimum 64GB storage capability.

Motorola Response

Comply. The V700 body camera has 128GB storage capability.

Proven 6 feet drop test record.

Motorola Response

Comply. Motorola performs 6-foot drop tests on the V700 body camera.

Operating temperature range of -20°C to 50°C.

Motorola Response

Comply. The operating temperature range is -20°C to +60°C.

On device full disk encryption.

Motorola Response

Comply. The V700 body camera has 256-bit full disk encryption at rest and in transit.

Built in on device multi mic capability.

Motorola Response

Comply. The V700 body camera has two dual audiophile-quality solid state microphones to eliminate wind noise.

Ability to upload evidence wirelessly over LTE without waiting to dock.

Motorola Response

Comply. The V700 body camera has embedded SIM cards to upload evidence wirelessly over LTE without requiring a dock.

Ability to support streaming audio and video back to agency (DMV).

Motorola Response

Comply. The V700 body camera streams audio and video back to the agency with CommandCentral Aware Real Time Crime Center Software.

Pre-event buffer capability for up to 2 minutes of pre-event buffer with configurable audio.

Motorola Response

Comply. The V700 has a configurable pre-event buffer configurable from 30 seconds to 20 minutes. The agency can configure the V700 body camera to record audio all the time, including pre-event or during event only.

Function to locate a lost device and wipe content option.

Motorola Response

Complies with Locate a Lost Device. CommandCentral Aware has the ability to locate a lost unit when LTE/Wi-Fi is connected.

Motorola takes exception to the "wipe content option." **The V700 body camera is AES 256 encrypted with 256-bit encryption at rest and in transit.** This encryption eliminates the need to remotely wipe the camera as the design ensures that a bad actor has no ability to compromise the camera and access the data within it. **This is the only mechanism that provides 100% assurance that data will not be compromised.** Relying on a remote erase command issued by the agency in order to prevent camera data from being compromised is not effective as the unit may have fallen in the hand of a bad actor unknowingly by the agency or the bad actor could prevent the erase command from reaching the camera by shielding it from access to the wireless network.

3.2 Contract Item #2 Requirements

Dedicated 24/7 access to vendors Technical Support.

Motorola Response

Comply. Technical Support is available 24/7 for Critical and Major issues. See Section 6 for details.

Contract Warranty period for each device for breaks, malfunction, lost/stolen hardware replacements provided at useful life of equipment.

Motorola Response

Comply. The V700 body cameras have a 3-year warranty with advanced replacement for breaks, malfunction, lost/stolen hardware provided at useful life of equipment. See Section 6 for details.

On-site vendor set-up, configuration, and training.

Motorola Response

Comply. Motorola will provide on-site set-up, configuration, and training. See Section 5 for additional details.

Dedicated 24/7 access to vendors Technical Support Team.

Motorola Response

Comply. Technical Support is available 24/7 for Critical and Major issues. See Section 6 for details.

Must include quote for unlimited storage of Camera assets for full three (3) year period from implementation.

Motorola Response

Comply. The Motorola Digital Evidence Management System includes unlimited storage for all evidence uploaded from the body camera for the full three (3) year period of the contract.

Must include quote for LTE, SIM cards and data plan subscription to support Live-Streaming of cameras.

Motorola Response

Comply with Clarification.

Motorola proposes a 50gb per unit, per month data plan that, based on best practices and the required use case, will satisfy the specification and addendum requirements. If this plan proves to be insufficient for some reason, we can provide a larger data plan for added cost. Additionally, the V700 has the capability to use Wi-Fi to upload data. Utilizing Wi-Fi would offer considerable savings to WV DMV. Motorola would advocate that the best option for WV DMV would be to procure their LTE plan through an available National Procurement Contract, which will be the most competitive pricing and include priority and preemption.

3.3 Solution Overview

In response to the WV Division of Motor Vehicles' request, Motorola is proposing a mobile video and evidence management system. This proposal includes thirty-six {36} V700 Body Cameras, single bay docking stations, and all ancillary equipment for capturing real-time video and audio in the field.

The proposed cloud-based Digital Evidence Management System (DEMS) is VideoManager Evidence Library Cloud, a solution that intelligently organizes all photos, videos, audio files, and materials that your agency collects, making it easier to search, manage, analyze, and share.

The proposed cloud-based CommandCentral Aware provides for situational awareness by providing the ability to Live Stream the V700 cameras from the field and provide GPS and map locations.

This proposal includes embedded SIM cards for the V700 body cameras and an LTE data plan subscription to support live-streaming and real-time GPS location.

This proposal includes the following major system components:

Body-Worn Camera

- 36 V700 Body-Worn Cameras.
- 36 V700 Magnetic Chest Mounts.
- 1 Network Transfer Station.
- 36 V700 USB Docks.
- SmartControl Smartphone Application.

DEMS

- Unlimited User Licenses.
- Unlimited Storage for Evidence Captured by V700.
- Case Sharing.
- AI-assisted Redaction and Transcription.

CommandCentral Aware Standard

- User Licenses.
- Ability to set Alerts.
- Historical Unit Tracking.

3.4 V700 Body-Worn Camera Solution Description

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

3.4.1 Key Features of the V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE or Wi-Fi. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.

- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

3.4.2 V700 and APX Radio Integration

Motorola's APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the Man Down feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

3.4.3 Docking Stations

V700 docking options:

- **Transfer Station** – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.
- **USB Base** – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.



3.4.4 Mounting Solutions

V700 is compatible with the entire line of V300 mounting solutions as depicted below. The proposal includes 36 Magnetic Center Shirt Mounts.

WGP02798	WGA00669	WGA00668	WGP02697	WGP03088	WGP03085
					
Magnetic Center Shirt Mount	Tek-Lok Belt Mount	Molle Locking Mount	Shirt Clip	Heavy Jacket Clip	Heavy Jacket Magnetic Mount

3.5 VideoManager EL Cloud Solution Description

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of WV DMV's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling WV DMV to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



3.5.1 Video Evidence Management

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, WV DMV minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows WV DMV to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together.

Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

Security

WV DMV will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, WV DMV can grant groups access to the evidence on an as-needed basis.

Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. WV DMV can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

3.5.2 Device Management

WV DMV can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable WV DMV to configure devices to operate in alignment with your agency's policies and procedures.

3.5.3 Reporting

VideoManager EL Cloud's Report Management allows the creation of reports that will give WV DMV greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events,

recorded events with unknown metadata, body-worn camera assignments, device use, and case details.

3.6 CommandCentral Aware Standard Offer Solution Description

3.6.1 Overview

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The Standard offering of CommandCentral Aware provides a map-based and list view of locations from broadband compatible radios, LPR hot hits, camera locations and panic alerts from Rave Mobile Safety. The proposed offer includes device location and details from V700 body-worn cameras. Devices can also send status information from a body-worn camera recording activation to CommandCentral Aware that can trigger an alert.

The Standard offer allows you to consolidate and view a variety of your Motorola video management systems and video streaming platforms and connect to camera feeds in your community to bring more real-time video feeds into your command center. CommandCentral Aware helps intelligence analysts in the command center gain valuable visibility to the field, quickly identify emergency situations and provide remote supervision.

CommandCentral Aware is hosted in the Microsoft Azure Government cloud and is offered as-a-service for an annual subscription cost.

Solution Elements

CommandCentral Aware consists of a series of core functional modules and integrated systems that power the solution. The CommandCentral Aware Standard offer includes the following:

Modules:

- Esri-based unified map
- Configurable event monitor
- Workflow automation rules engine
- Integrated video module

Integrations:

- V700 Body-Worn Camera Location and Detail

3.6.2 Modules included with the CommandCentral Aware Standard Offer

The CommandCentral Aware Standard offer includes the following modules.

Unified Map

CommandCentral Aware offers a unified mapping interface, powered by Esri, to display resources, event locations and alerts overlaid on detailed base maps and customer specific GIS layers. Users can view all location-based data on the map display. The CommandCentral Aware map includes the following:

- **Custom Map Layers** – Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- **Map Layers Panel** – Show or hide event data and map layers to refine the map view.
- **Event Detail Display** – View details associated with each event on the map.
- **Incident Recreation** – Replay a time lapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or Esri ArcGIS Pro.
- **Traffic and Weather** – Overlay real-time traffic data and a weather radar map layer.
- **Building Floor Plans** – Enhance your map view with the addition of indoor floor plans using ArcGIS Indoor Floor plan layers.
- **Collaborative Drawing Tools** – Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- **Zones of Interest** – Create geofences that geographically filter information in a defined area.
- **Directed Patrol Alerts** – Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- **Unit Management** – From CommandCentral Admin, affiliate various resources such as radios and body worn cameras into units that can be named and intelligently tracked based on data from all affiliated resources.

Event Monitor

CommandCentral Aware offers an event monitor to display a running list of event and resource alerts. The event monitor is highly configurable to meet the needs and preferences of each user. Filter events by type, create separate tabs for different event types and show, hide or reorder columns of event information within the tabs. Pin an event to the top of your monitor as well as apply your event monitor filter to the map to maintain a consistent view of information. Details from any event can be opened in a dialogue box to give users all information about an event provided by the source system.

Rules Engine

The CommandCentral Aware rules engine allows users to create highly configurable rule sets to trigger actions based on the occurrence of events matching the rule criteria. For example, rows in the Event Monitor can be highlighted and audible alerts for critical events can be triggered. These visual or auditory triggers reduce the number of steps needed to support an incident. Rules are used to trigger scenarios. For example, if a panic button alert is received, Aware will pin and highlight the event in the Event Viewer, zoom and pan to the location on the map and play nearby cameras in the Video module.

3.6.3 Integrations

The CommandCentral Aware Standard offer the following integrations:

Radio Location, Detail and Status

Body-Worn Camera

V700 Body-Worn Cameras

The CommandCentral Aware Standard offer integrates with LTE-enabled V700 body-worn cameras. This integration brings V700 location device details and the livestream from an actively recording

camera into CommandCentral Aware on the map and in the event monitor without needing to be within range of Wi-Fi.

3.6.4 Cloud Security and Compliance

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, Open Web Application Security Project (OWASP), and Center for Internet Security (CIS) and Criminal Justice Information System (CJIS) Security Policy. We are also annually audited for Service Organization Control (SOC) 1 and 2.

We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST, OWASP, CIS and ISO.

Cybersecurity Champions Imbedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

FedRAMP Certified Cloud

The CommandCentral Aware Standard offer is available to be hosted on GovCloud meeting high impact status determined by the Federal Risk and Authorization Management Program (FedRAMP) Joint Authorization Board (JAB). U.S. government customers can safely deploy CommandCentral Aware backed by FedRAMP's highest impact level of security. Some of the Aware Standard modules described above are not currently available with the FedRAMP deployment option.

Canada CCCS, Canada and Australia and New Zealand (ANZ) Clouds

The CommandCentral Aware Standard offer is available to be hosted on Motorola's CCCS (Canadian Centre for Cybersecurity) cloud environment as well as the Azure Canada and Azure ANZ clouds. Some of the Aware Standard modules described above are not currently available with the CCCS, Canada and ANZ clouds.

3.6.5 Capacity and Latency

CommandCentral Aware instances have the following capacity parameters:

- A maximum of 3,000 icons viewed on the CommandCentral Aware client at one time, per instance.
- A maximum of 100 updates per second on the CommandCentral Aware client.
- A maximum of 5,000 radios supported per server.

- A maximum of 32,000 total fixed cameras supported per CommandCentral Aware instance.

Low latency is critical for real-time operations. The speed with which data appears on the CommandCentral Aware display depends in large part on how quickly the information is presented to the CommandCentral Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to CommandCentral Aware from the source application (CAD, AVL, ALPR).

Although CommandCentral Aware strives to provide near real-time performance, Motorola provides no guarantees as to the speed with which an event (or video stream) appears in the application once the event is triggered.

Motorola will work with the Customer IT personnel to verify that connectivity meets requirements. The Customer will provide the network components.

Network Bandwidth Specifications

Network: Customer provided internet access and remote access capability

Minimum bandwidth: 1.1 Mbps between Cloud Anchor Server and CommandCentral Aware cloud platform

Networking Requirements

The following chart displays the requirements for accessing external network resources from within your Aware deployment. The final set of requirements will vary depending on the modules being deployed.

Box	Source IP	Destination IP	Protocol	Destination port
CloudConnect	<CloudConnect IP>	idm.imw.motorolasolutions.com	TCP	443
	<CloudConnect IP>	aware-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	admin-api.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	aware-publisher-ws.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	registry.commandcentral.com	TCP	443
	<CloudConnect IP>	s3-us-west-2-r-w.amazonaws.com	TCP	443
	<CloudConnect IP>	platformy-registry.s3.us-west-2.amazonaws.com	TCP	443
	<CloudConnect IP>	oneinterfaceblobstore.blob.core.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	ccinterfaces-ccbroker-prod.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	ccinterfaces-sasgen-prod.usgov.commandcentral.com	TCP	443

Box	Source IP	Destination IP	Protocol	Destination port
	<CloudConnect IP>	services.usgov.commandcentral.com	TCP	443
	<CloudConnect IP>	grwbubhpaovhj-sbu.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	grwbubhpaovhj-sbu.servicebus.usgovcloudapi.net	TCP	5671
	<CloudConnect IP>	loc-srv-ingest-production.servicebus.usgovcloudapi.net	TCP	443
	<CloudConnect IP>	loc-srv-ingest-2-production.servicebus.usgovcloudapi.net	TCP	443
One-time cloudconnect provisioning	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	8080
	Provisioning client (jumpbox)	<CloudConnect IP>	TCP	22
VMS Proxy	<VMS Proxy IP>	<CloudConnect IP>	TCP	22
	<VMS Proxy IP>	<CloudConnect IP>	TCP	8080
	<VMS Proxy IP>	<Genetec VMS IP>	TCP	5500
	<CloudConnect IP>	<VMS Proxy IP>	TCP	40080
IMW	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65001
(assuming 5.2.3 and above)	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65002
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65003
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65005
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65006
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	65008
	<CloudConnect IP>	<IMW Core IP (or IMW customer IP if IMW is redundant)>	TCP	9031
Aware clients	<Aware client IP(s)>	<VMS Proxy IP>	TCP	40080
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	554

Box	Source IP	Destination IP	Protocol	Destination port
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	560
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5004
	<Aware client IP(s)>	<Genetec VMS IP>	TCP	5500
	<Aware client IP(s)>	admin.commandcentral.com	TCP	443
	<Aware client IP(s)>	aware.commandcentral.com	TCP	443
	<Aware client IP(s)>	idm.imw.motorolasolutions.com	TCP	443

Section 4

Mobile Video Products New System Statement of Work

4.1 Overview

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the WV Division of Motor Vehicles (Customer) for the implementation of Body Worn Cameras and your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners.

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components of the Solutions Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

4.1.1 Award, Administration, and Project Initiation

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

4.1.2 FBI-CJIS Security Policy – Criminal Justice Information

4.1.2.1 CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e., in-car/body-worn cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola's Mobile Video system design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

4.1.2.2 Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name-based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

4.1.2.3 Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

4.1.2.4 CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

4.1.3 Completion Criteria

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

4.1.4 Project Roles and Responsibilities Overview

4.1.4.1 Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct remote equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Discovery validation.

- System provisioning.
- Covers the IT portion of the Project Kickoff Call with the Customer.

System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's digital evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Technical Trainer / Instructor

The Technical Trainer / Instructor will provide remote training.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

4.1.4.2 Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.

- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC)

The Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

4.1.4.3 General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Motorola-certified installers must be certified through LXP for remote or in-person installation training. The Customer is responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

4.1.5 Network and Hardware Requirements

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

4.2 Project Planning

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

4.2.1 Project Planning Session

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
 - Contract documents.
 - A summary of contracted applications and hardware as purchased.
 - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
 - A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Schedule the remote Project Planning Session.

- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in LXP.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

Motorola Deliverables

- Project Kickoff Meeting Agenda.

4.2.2 Project Kickoff

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the remote equipment inventory process.
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Provide all documentation (i.e., fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

4.2.3 Discovery Teleconference

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

Motorola Responsibilities

- Facilitate Discovery Teleconference(s).
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook no later than five (5) business days after the conclusion of the Discovery Teleconference.

Motorola Deliverables

- Completed BPR Workbook.

4.3 Project Execution

4.3.1 Hardware Procurement and Installation

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Conduct remote equipment inventory.
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to hardware.
- The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Transfer Stations, and the Customer's network is operational.
- Create a Trip Report outlining the activities completed during configuration and testing of system hardware.

Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e., power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- For remote deployments, the Customer is responsible for verifying the body-worn camera Transfer Stations are connected to their network.
- Confirm access to installed software on Customer-provided workstation(s).
- For body-worn cameras, the Customer will verify whether the Transfer Station(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.
- Remote Equipment Inventory.

4.3.1.1 Body Worn Camera Configuration

The Transfer Station will be utilized to configure each body-worn camera according to the Business Process Review. In order for this process to be successfully completed, the Transfer Station must be connected to the Customer's digital evidence management system. The table below shows the number of body-worn cameras an ST is contractually obligated to configure and test based on the number of body-worn cameras purchased.

Table 2: Number of Contractual Body-Worn Camera Configurations

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15
76 - 100	20
101 - 150	30
151 - 200	40
201+	20%

Motorola Responsibilities

- Configure Transfer Station(s) remotely for connectivity to the digital evidence management system.
- Verify the Transfer Station(s) is configured properly and connected to the network.
- Configure body-worn camera(s) remotely within the digital evidence management system.
- Check out body-worn camera(s) and create a test recording.
- Verify completion of upload from body-worn camera(s) after it is docked in a Transfer Station or USB dock.

Customer Responsibilities

- Select physical location(s) for Transfer Station(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

4.3.2 Software Installation and Configuration

Motorola will install VideoManager Evidence Library (EL) software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager EL software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager EL software consists of the following activities:

- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

4.3.2.1 VideoManager ELC

VideoManager ELC software is a cloud solution that does not require an onsite server and supports both body-worn cameras and in-car video systems.

Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager ELC software.
- Based on Customer feedback, perform the following activities:
 - Create users, groups, and setup permissions.
 - Create event categories.
 - Set retention policies.
- Test software using applicable portions of the Functional Validation Plan.
- Ensure training POC can access the system.

Customer Responsibilities

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

4.4 System Training

The objective of this section is to prepare for and deliver training. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

4.4.1 Online Training

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

4.4.2 Instructor-Led Training (On-Site)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

4.5 Project Go-Live, Closure, and Handover to Support

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

4.6 Assumptions

This SOW is based on the following list of assumptions:

- Videomanager EL Cloud (VMELC) must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the VMELC application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.

- Must be 2003 or later for Microsoft Entra ID integration.
- Upload Speed Requirements for Hardware Devices:
 - 5 Mbps + 3 Mbps per additional device.

This assumes it will take 8 hours to upload 5 GB of video on a device.

- 40-50 Mbps per concurrent uploading device.

This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.

- If the Customer is supplying an upload server to temporarily store video, please verify the server complies with the specifications provided in the Solutions Description.
- By default, M500 ICVs and V300/V700 BWCs do not need an upload server for cloud deployments. An upload server may be required depending on how many devices are uploading concurrently and the need for the Customer to upload video evidence at a given speed.

Section 5

Training Plan

5.1 Course Listing

The following matrix identifies the classes that have been proposed for the global product line. The matrix includes the training packages available, the courses in those packages, the maximum number of participants per course and the method of instruction (either “Virtual” or “On-Site”). Additional courses, course customization and/or training services may be obtained by the customer for an additional fee. Once those additional courses or customization requirements are determined, the customer will be provided with a quote for those additional courses and/or training services.

- **Remote Deployment** = Virtual Instructor-Led Training accessed via the LXP.
- **On-Site Deployment** = On-Site Instructor-Led Training (In-person training delivered by an on-site instructor, conducted at the Customer’ facilities).

Motorola offers virtual and in-person on-site training. Additional computer-based content is available via the Learning eXperience Portal (LXP). Computer-based LXP training is available as a supplemental method to learn about Motorola Solutions on demand before, during and after the deployment process.

Course Module	Max No. Per Class	Number of Session Days	Total No. To Be Trained	Method of Instruction	Not To Exceed (hours) per Class
Body-Worn Camera and VideoManager Package (On-Site)					
End User Body-Worn Camera	15			On-Site	1
End User VideoManager	15			On-Site	1
Administration of VideoManager	15			On-Site	1
Administration of Body-Worn Cameras	15			On-Site	1

5.2 Training Overview

Motorola considers training to be an extremely important aspect of the solution installation, deployment, and operation. Effective customer training supports user adoption and customer success. Working closely with the customer to implement a strong training plan is key.

Motorola offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers’ role. Whether they are an administrator, technician or user, Motorola makes sure our customers are equipped with both foundational and advanced skills that will help customers meet their operational outcomes.

5.2.1 Learning Experience Portal (LXP) Requirements

The Learning eXperience Portal (LXP) is used by the customer to access on-demand (self-paced) training and virtual instructor-led training. When the customer is engaged for a remote deployment, the customer's training will be delivered in a live virtual environment via the LXP. Any learner that will consume on-demand (self-paced) training and/or live virtual instructor-led training must have an LXP account to access those methods of training.

Accounts to access the LXP are created by each learner using their email address. All learners accessing LXP content must have their own account in the LXP. A learner will need to have access to the internet via a workstation, laptop, tablet or smartphone to access learning.

5.2.2 Training Facilities and Schedules

A successful training event also requires an appropriate classroom environment in which to deliver training. The customer or project team will ensure that the necessary equipment (which includes a whiteboard, projector, student tables and chairs) is in place for the training event.

While it is important that Motorola meets the customer's requested training dates, the final class dates are determined by instructor availability in alignment with the solution deployment schedule.

The customer will provide requested "shift-specific" schedule requirements during planning and scheduling. Motorola and the Customer shall mutually agree to any training schedules that are outside normal business hours to accommodate the Customer's shift operations and other site-specific requirements. Courses held between the hours of 6:00 P.M. and 6:00 A.M. incur a shift premium. Weekends and standard banking holidays will not be used as training days.

5.2.3 Training Methods and Procedures

Motorola offers virtual instructor-led and on-site instructor-led in support of deployments and general device and application training. The training method is determined by "**deployment**" type:

- Remote Deployment = Virtual Instructor-Led Training accessed via the LXP.
- On-Site Deployment = On-Site Instructor-Led Training (In-person training delivered by an on-site instructor, conducted at the Customer's facilities).

Types of training courses include:

- **Administrative workshops** - Instructor-led or virtual training focused on providing specialized users with in-depth knowledge on the features, operational, and administrative functions of the system.

NOTE: Instructor-led virtual online training uses the Learning eXperience Portal.

- **Train-the-Trainer (TTT):** Instructor-led or virtual training that provides key individuals with extensive hands-on use of the system utilizing true-to-life incident scenarios so they can develop and provide training to new users.

NOTE: Instructor-led virtual online training uses the Learning eXperience Portal.

- **End-User Training:** Instructor-led or virtual training that provides users with instruction on subject matter relevant to their respective role in using Motorola Body Cameras and In-Car Systems. In addition to facilitated discussion, End-User training consists of workshop elements where needed, to provide hands-on demonstrations of the material being presented.

NOTE: Instructor-led virtual online training uses the Learning eXperience Portal.

- **On-Demand** - Online self-paced training using the Learning eXperience Portal.

5.2.4 Training Environment

On-site instructor-led classes will utilize the customer's mobile video hardware and software in order to provide the best training environment. This will allow the learner to engage in an environment that has been configured and deployed in alignment with the customer's workflow.

Virtual instructor-led classes will be taught throughout a combination of remote application sharing and customers practicing on their own hardware and software. This will allow for an optimized virtual training environment.

5.2.5 Session Attendance

Motorola is committed to providing a quality training experience and desires that the Customer receives the maximum benefit from each on-site training session. Each training session has been sized to provide the optimal training environment that meets the needs of the students in relation to the complexity of the material being presented. Given the nature of the material being presented and the intensity of the training, it is imperative that maximum course numbers not be exceeded. In the event the number of students in attendance exceeds the published maximum number of students and the list of participants identified on the training roster, Motorola will take corrective action, ensuring the integrity of the session is maintained and the student's ability to learn is protected. Motorola corrective action may include:

- Delaying the start of training until the number of students in attendance is in line with the maximum number of students allowed for the session.
- Splitting the class into multiple sessions. In such a case, the Customer will be charged for multiple occurrences of the class plus additional expenses, including travel related expenses, incurred by Motorola.

5.2.6 Course Descriptions

The following tables provide detailed descriptions of training courses that will be provided as part of the system at the location indicated.

	End User Body-Worn Camera
Course Synopsis and Objectives:	<p>This course is part of the initial on-site deployment, designed to be the starting point for all new users. The course can be facilitated as either a "Train-the-Trainer" or an End User Training. After completing this course, the learner will be able to:</p> <ul style="list-style-type: none"> • Perform the initial steps to get started with a new body camera (V700) • Mount a body camera using various options • Start, stop, and categorize video recordings • Identify the icons on the display and navigate the display • Explain how to use the body camera Special Features
Course Materials:	Slide Deck.
Location:	On-Site.
Duration:	Not to exceed 1 hour.
Target Audience:	Officers; anyone who needs to know how to effectively operate a body-worn camera.
Class Size:	Not to exceed 15 students.
Prerequisite:	None.
Environment Setup:	Instructor's workstation(s) with network connection Projector

	End User VideoManager
Course Synopsis and Objectives:	<p>This course is part of the initial on-site deployment, designed to be the starting point for all new users. The course can be facilitated as either a "Train-the-Trainer" or an End User Training. After completing this course, the learner will be able to:</p> <ul style="list-style-type: none"> • Access and login to VideoManager • Search for recorded evidence • Use video playback, player controls, and special playback features • Export video evidence • Import recorded video evidence • Perform body camera assignment
Course Materials:	Slide Deck.
Location:	On-Site.
Duration:	Not to exceed 1 hour.
Target Audience:	Officers; evidence technicians; supervisors; IT; anyone who needs to know how to effectively operate the VideoManager software.
Class Size:	Not to exceed 15 students.
Prerequisite:	None.
Environment Setup:	Instructor's workstation(s) with network connection Projector

	Administration of Body-Worn Cameras
Course Synopsis and Objectives:	<p>This course is part of the initial on-site deployment. It is designed to be the starting point for all new administrators. The course can be facilitated as either a “Train-the-Trainer” or to groups, geared towards the audience attending. After completing this course, the learner will be able to:</p> <ul style="list-style-type: none"> • Explain the V700 device management best practices • Set camera and video quality settings • Set DVR behavior and power settings • Establish officer permissions • Determine video import settings • Troubleshoot basic error codes and how to get support
Course Materials:	Slide Deck.
Location:	On-Site.
Duration:	Not to exceed 1 hour.
Target Audience:	Administrators; all new administrators of the body-worn cameras and VideoManager.
Class Size:	Not to exceed 15 students.
Prerequisite:	None.
Environment Setup:	Instructor's workstation(s) with network connection Projector

	Administration of VideoManager
Course Synopsis and Objectives:	<p>This course is part of the initial on-site deployment. It is designed to be the starting point for all new administrators. The course can be facilitated as either a “Train-the-Trainer” or to groups, geared toward the audience attending. After completing this course, the learner will be able to:</p> <ul style="list-style-type: none"> • Access user security groups and set permissions • Review video storage settings • Set Retention Rules • Use the USB Devices and Transfer Station dashboards • Navigate administrator tools and features
Course Materials:	Slide Deck.
Location:	On-Site.
Duration:	Not to exceed 1 hour.
Target Audience:	Administrators; all new administrators of VideoManager.
Class Size:	Not to exceed 15 students.
Prerequisite:	None.
Environment Setup:	Instructor's workstation(s) with network connection Projector

Section 6

Support Services, Warranty, and Maintenance

6.1 Support and Service

Motorola strives to have the best service team in the industry through delivering thorough and efficient customer service. We continually ensure our representatives are available to the more than 6,500 agencies we serve 24 hours a day, seven days a week through the following options:

- You can submit and manage support tickets and RMA requests, chat with an agent, as well as explore learning modules and documentation all through our Customer Hub portal at <https://customerhub.motorolasolutions.com/>.
 - If you have any questions about how to access Customer Hub, please reach out to portal.support@motorolasolutions.com.
- A technical support representative can be reached by dialing our toll-free support number: 1 (800) MSI-HELP. You can then say what you are calling into support about, such as Parts, RMA, or Technical Support. Our voice recognition system will then route you to the appropriate team.
 - You can also submit a technical support request via email at: watchguard.customer.service.request@motorolasolutions.com.
 - Please include your agency name, a point of contact's name and contact information, site ID, and a description of your request.

The following support teams can be reached by dialing our toll-free phone support number: 1-(800) MSI-HELP (800-674-4357). Specific teams can be contacted by saying the following options shown below when prompted by our phone system.

6.1.1 Technical Support

The Technical Support Team provides initial support and troubleshooting for tickets. It can also escalate tickets if additional support is needed.

- Hours: Monday - Friday (7:00 AM to 6:00 PM Central); Tickets are answered via Pager during Holidays & After-Hours.
- Voice Prompts: "Technical Support Mobile Video".
- Escalation Points of Contact: Tim Leach, Shawna Griffin, Chuck White & Tiffany Morales.

6.1.2 Repair Team

The Repair Team manages all return material authorization requests, FLIP repairs, and provides replacements for pieces of equipment such as DVR, body cameras, etc. The team also provides case statuses for repair orders and missing/wrong parts, as well as sales representative contact information

for out-of-warranty upgrades. If you have any questions or would like to receive updates, you can email wgrepair@motorolasolutions.com.

- Hours: Monday - Friday (7:00 AM to 6:00 PM Central); Tickets are answered via Pager during Holidays & After-Hours.
- Voice Prompts: "RMA Mobile Video" or "Repairs Mobile Video".
- Escalation Points of Contact: Mike O'Donnell, Jacob Blasi & Dan Polley.

6.1.3 Parts Team

The Parts Team helps customers create, change, and expedite their orders. The team also provides information on part quotes and sales orders such as for free parts and accessories.

- Hours: Monday - Friday (7:00 AM to 6:00 PM Central); Tickets are answered via Pager during Holidays & After-Hours.
- Voice Prompts: "Parts Mobile Video".
- Escalation Points of Contact: Jason Ganze & TaNeal Jordan.

6.1.4 Essential Service for V700 Body Worn Camera Device (North America)

This Statement of Work ("SOW") is subject to the terms and conditions of the Motorola Service Agreement or other applicable agreement in effect between the parties ("Agreement"). The terms of this SOW are an integral part of an Agreement with the Customer to which this SOW is appended and is made a part thereof by this reference. In the event of a conflict between the terms and conditions of an Agreement and the terms and conditions of this SOW, this SOW will control the inconsistency only. This SOW applies to the Device(s) specifically named in the Agreement.

6.1.4.1 Description of Services and Obligations

The term "Customer" refers to any end-user who has a purchase agreement with Motorola.

Essential Service provides three (3) or years of coverage, as selected by the Customer, and includes:

- Remote Technical Support.
- Software Maintenance.
- Software Enhancements.
- Hardware Repair for manufacturing defects.

Motorola includes three (3) years of Essential Service with each Body Worn Camera (BWC) device purchase, with optional service upgrades to extend and/or provide additional coverage for the device.

6.1.4.2 Essential Service

6.1.4.2.1 Remote Technical Support

Remote Technical Support is provided for device issues related to software and/or hardware that require troubleshooting expertise. Motorola's System Support Center (SSC) and Technical Support Operations (TSO) center are staffed with highly trained technologists who specialize in the diagnosis and resolution of product issues. Motorola's SSC and TSO are continuously monitored against stringent, industry-recognized incident and problem management processes.

Motorola will respond to calls, e-mails, and web portal submissions during normal support hours, five (5) business days per week, excluding holidays, and weekends. In addition, Customers may contact the Motorola Service Desk and a Motorola representative will log a technical request on Motorola's Case Management System.

6.1.4.2.2 Technical Problem Isolation, Analysis and Resolution.

A Motorola representative or technologists will:

- Work to isolate the problem/issue.
- Analyze and determine the cause of the problem/issue.
- Work to achieve problem/issue resolution.

6.1.4.3 Software Maintenance

Software maintenance is important for ensuring device performance and operation. Essential Service provides the Customer with access to the latest available Body Worn Camera (BWC) device operating system (OS) software, device firmware, and application software. Device software releases maintain the device software performance such that the Device operates in accordance with its specifications and documented functionality, and is aligned with the applicable Motorola infrastructure platform lifecycle. Each release may include bug fixes, security patches, and/or new feature activation enablements.

Configuration of the Body Worn Camera (BWC) device is made possible through the use of the VideoManager EL Cloud, solution.

Access to software updates will remain available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial Essential Service term, availability of software updates will terminate, unless the Customer renews Essential Service.

6.1.4.3.1 Software Enhancements

Software Enhancements are included with all BWC devices that have a valid Essential Service Package. Software Enhancements may include, or introduce, new device features, functionality, or capabilities, that were not available at time of device purchase. Availability of software enhancements depends on the device hardware and software capability to work with the new enhancements. Certain enhancements, not included with Essential Service Packages, may only be available as an additional purchase.

Motorola, at its discretion, reserves the right to add new software enhancements, or remove existing software enhancements, from any of its Essential Service Package. Please contact your Motorola Sales associate, or visit the Motorola's Web portal, for additional information regarding device features and capabilities.

Software Enhancements for the device will be continuously available until the expiration of the initial term of the Essential Service Package. Upon expiration of the initial term of Essential Service, availability of Software Enhancements will terminate, unless the Customer renews Essential Service.

6.1.4.3.2 Device Hardware Repair

Essential Service provides the Customer with repair services at a Motorola owned and operated, supervised, or certified Repair Center that employs the latest test equipment and original or certified replacement components used in the manufacturing of the BWC device. Device Hardware Repair

provides the Customer with repair services for internal and external device components that are damaged as a result of manufacturing defects and defects due to normal wear and tear. With this Service, the device is repaired to ensure full compliance with its specifications, as published by Motorola at the time of delivery of the original device via:

- Repairs, adjustments and restorations, if appropriate, of any device that malfunctions while being used within the operational and environmental parameters specified by Motorola.
- Device updates, if applicable, as may be released, from time to time, by Motorola in accordance with an Engineering Change Notice.

At the discretion of Motorola, if the device is considered “un-repairable”, for technical or economic reasons, Motorola will replace the device with a new or refurbished device.

6.1.4.3.3 Essential Software Service

If for any reason the Customer declines or chooses to exclude the hardware repair option that is included with the three (3) year Essential Service Package, the Customer will automatically default to, and be entitled to, three (3) years of Essential Software Service and one (1) year of hardware repair against manufacturing defects, as covered by the standard product warranty.

Essential Software Service provides three (3) years of coverage and includes:

- Remote Technical Support.
- Software Maintenance.
- Software Enhancements.

6.1.4.3.4 Scope of Products or Services included

Essential Service, and optional Service upgrades, are currently available for all V700 Body Worn Camera devices. Check with your Motorola's Sales representative if you have a question about the eligibility of your device.

Motorola Solutions Responsibilities

Software Release Availability. Motorola will provide access to the latest BWC device software and firmware releases via the VideoManager VideoManager EL Cloud, solution. For customers using the VideoManager EL Cloud, software and firmware upgrades will occur automatically when the Body Worn Camera device connects to the agency's VideoManager EL Cloud instance.

Software Release Notes. Motorola may, from time to time, provide release notes for the BWC Device software release. Information regarding training material will be posted on the Learning Experience Portal (LXP) at <https://learning.motorolasolutions.com>.

Hardware Repair. Motorola will provide repair or replacement of a device, at its option, with a five (5) business day in-house turnaround time, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Business days do not include holidays or weekends. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola's option, with functionally equivalent, reconditioned parts, boards, or with a new or refurbished replacement device. All replaced parts, boards or devices will become the property of Motorola. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

LTE/4G Service. Motorola supports the operation of the V700 BWC device on multiple approved LTE/4G Carrier Networks. Based on the Customer's selection of a Carrier during the initial ordering

process, Motorola will install, in the device, the Customer's selected Carrier SIM, before the device is shipped to the Customer. The Customer is responsible for contacting the Carrier and activating the LTE/4G data service.

Shipping. For devices repaired under Essential Service, Motorola will provide one-way shipping, from an Authorized Motorola Repair Center to the Customer. The Customer is responsible for the shipping method and any shipping costs incurred when returning the faulty device to an Authorized Motorola repair center. Based on the country of purchase, Motorola may also cover, or include, two-way shipping for the damaged or defective device. Eligibility for two-way shipping will be confirmed during the repair submission process.

Customer Responsibilities

Serial Numbers. If device orders are submitted via Motorola's Partner Hub, OCC, or CPQ ordering systems, the hardware serial number(s) for three (3) year Essential Service and Essential Software and three (3) year Essential Service with Accidental Damage and Advanced Replacement, will be automatically captured and included in the Service Agreement.

If three (3) year Essential Service with Accidental Damage and Advanced Replacement is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola's Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Repair Center.
- Device accessories should not be included when returning a device to a Motorola Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Device software releases. The Customer will be responsible for updating each eligible BWC device with the latest available software and/or firmware, and of advising users of any operational changes that may have been introduced as a result of the new software or firmware.

LTE/4G Service. The Customer is responsible for selecting a Motorola approved LTE/4G Carrier/Provider during the initial ordering process, and for contacting the Carrier and activating LTE service for the device. The Customer is solely responsible for all financial obligations with the selected LTE Carrier.

Wi-Fi Connectivity. The Customer is responsible for providing all Wi-Fi connectivity to the device.

Removing Customer Data. The Customer is responsible for removing, from the device, any data, video, or other information that the Customer wishes to retain or destroy, prior to sending the device to a Motorola Repair Center for repair.

Motorola may provide a Video Evidence Recovery Service for the BWC device, as an additional charge. Video Evidence Recovery is a best effort service that is dependent on the condition of the device. This service, if applicable, will have a separated Agreement, with Terms and Conditions, outside the scope of this Statement of Work (SOW). Please contact your Motorola Representative for more information regarding the Video Evidence Recovery Service.

Essential Service Limitations and Restrictions

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, mounts, or clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repaired by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola and specifically listed as covered.
- Use of Software or Firmware releases, except as provided for under the responsibilities outlined in this document.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, unless the Customer has purchased the optional Essential Service with Accidental Damage and Advanced Replacement package.
- Cosmetic imperfections that do not affect the functionality of the device.

Where a Body Worn Camera device is submitted for repair that is outside the scope of Service, such repair may be quoted by Motorola for additional cost in accordance with Motorola's standard Time and Materials (T&M) rates and terms and conditions. Motorola will notify the Customer of any incremental charges related to the aforementioned exclusions prior to completing the repair and said repair will be subject to acceptance of the quotation by the Customer.

Software support for unauthorized modifications, or other misuse of the device software, is not covered under this Agreement.

Access to the software and firmware releases for updating the device under this SOW is available only for the device named in the Agreement. Software updates to any additional devices are expressly excluded and prohibited. Notwithstanding the foregoing, Motorola may, at its sole discretion, include coverage for other devices.

Any implementation tools not required to support the device software and firmware updates are excluded from coverage.

Motorola Solutions is not obligated to provide support for any Device:

- That has been repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola authorized service personnel.
- That has been subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If Customer fails to comply with the obligations contained in the product purchase agreement and/or the applicable software license agreement and/or Motorola terms and conditions of service.

6.1.4.3.5 Essential Service with Accidental Damage Repair and Advanced Replacement

Description of Services and Obligations

Accidental Damage coverage is an optional, prepaid service that adds coverage for accidentally damaged BWC devices. Accidental Damage coverage must be purchased together with, or within 90 days of, a qualifying Motorola device purchase. This three (3) year service offer reduces unexpected expenses related to the repair of the device. Accidental Damage and Advanced Replacement coverage includes all services provided under Essential Service, plus additional coverage for Accidental Damage and Advanced Replacement of the damaged device.

Examples of repairs covered under Accidental Damage include:

- Electrical repair for failures caused by accidental water or chemical damage.
- Electrical repair for accidental internal damage.
- Replacement of accidentally cracked or broken housings.
- Replacement of accidentally cracked or broken camera lens or displays.
- Replacement of accidentally cracked or broken or missing buttons, knobs, or keypads.

Repair or Replacement. Motorola will provide repair or replacement of a BWC device, at its option, with a five (5) business day in-house turnaround time, excluding weekends and holidays, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time), and replacement parts, components, and/or devices are available. Repair may include the replacement of parts, or boards with new parts or complete boards or, at Motorola option, with functionally equivalent, reconditioned parts, boards, or with a new replacement or refurbished device. All replaced parts, boards or devices will become the property of Motorola. Turnaround time represents the time a product spends in the repair process; it does not include time in transit, including customs clearance.

Serial Numbers. If the Accidental Damage Service is purchased with the device, in the same order, using Motorola's Partner Hub Portal, OCC, or CPQ when ordering, the hardware serial number(s) are automatically captured and included in the Service Agreement. If Accidental Damage Service is purchased within 90 days of device shipment, the Customer must provide a complete list, preferably in

electronic format, or by completing a Service Order Form (SOF), of all hardware serial numbers to be covered under the Agreement.

Initiating Repair. When initiating a repair, the Customer must contact Motorola to obtain a Return Material Authorization (RMA) number for each faulty BWC device. The Customer can submit a repair, and request an RMA, via the Partner Hub Portal, or by contacting the Motorola's Service Desk. If two-way shipping is included, the customer can generate a shipping label via Partner Hub, or by contacting the Motorola Service Desk. The Return Material Authorization (RMA) must be included with the device when shipped to the Authorized Motorola Repair Center.

- Only the BWC device should be returned for repair. The battery must be removed before shipping the device to a Motorola Repair Center.
- Device accessories should not be included when returning a device to a Motorola Repair Center for repair. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.
- The SIM card must remain in the device, and intact, when the device is shipped to a Motorola Repair Center. If the SIM card is removed, or if any evidence of SIM card tampering is found, including disassembling of the device, the warranty will be null and void.

Motorola is not responsible for any accessories, or device batteries, that are shipped with the device for repair.

Advanced Replacement. Under Accidental Damage and Advanced Replacement Service, Motorola will provide Advanced Replacement for the damaged device. Motorola will ship a new or refurbished replacement device to the Customer within two (2) business days of receiving the Customer repair request, subject to availability of replacement devices. Business days do not include weekends or holidays.

The Customer must return the defective or damaged device to a Motorola Repair Center within 60 days after receiving the replacement device. Failure to return the damaged device to Motorola will result in an additional Customer charge for the replacement device.

When returning a device for Advanced Replacement, device accessories should not be included. Accessories include batteries, chargers or charging stations, cables, mounts, and clips.

Motorola is not responsible for any accessories that are shipped with the device.

[6.1.4.3.6 Accidental Damage and Advanced Replacement Limitations and Restrictions](#)

Customer will incur additional charges at the prevailing rates for any of the following activities, which are not covered under this Agreement:

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, chargers, charging stations, mounts, and clips.
- Repair of problems caused by natural or manmade disasters, including but not limited to fire, theft and floods that would cause internal or external component damage or destruction.
- Repair of problems caused by third parties' Software, accessories or peripherals not approved in writing by Motorola for use with the device.
- Repair of problems caused by using the device outside of the product's operational and environmental specifications, including improper handling, carelessness or reckless use, or repair by a third party.
- Repair of problems caused by unauthorized alterations or attempted repair.

- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products; for example, any hardware or software products not specifically listed on the service order form.
- Any file or video backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola and specifically listed as covered.
- Use of Software or Firmware releases except as provided for under the responsibilities outlined in this document.

There is a maximum limit of one (1) Body Worn Camera device repair, per contract year, for Essential Service with Accidental Damage and Advanced Replacement.

Where ongoing “Accidental Damage” repair is deemed by Motorola to be excessive, systemic, or the result of device mishandling, the Customer may be subject to an additional charge. Should the accidental damage continue unabated, the Customer will incur repair charges at Motorola’s discretion and prevailing charges for devices deemed by Motorola to have been damaged through improper handling, carelessness or reckless use.

6.2 Warranty

6.2.1 CAPEX Warranty

High Level Warranty Replacement Term Length	
Body-Worn Camera	Every 3 years
Body-Worn Camera Battery	Every 1 to 2 years (dependent on use)
Body Worn Camera Mounts	As needed

Body-Worn Camera

The CAPEX package includes our comprehensive No-Fault Warranty. Motorola warrants each system, part, and component we manufacturer first sold to an end user to be free of defects in materials and workmanship for one year (12-month period) from the date purchase in its Limited Warranty. The V700 comes with a standard one-year warranty with an option to extend the warranty. Our price proposal includes pricing for extended warranty coverage through the fifth year of system ownership. Body worn cameras come with a three-year warranty and a refresh program at the end of the third year, where old units will be replaced with new body worn cameras. Body worn cameras camera refreshes are warrantied until the end of the 3rd year contract.

Motorola’s CAPEX package includes a “no fault” hardware warranty for the duration of the contract and a body-worn camera hardware refresh in the third year. Motorola has the industry’s most flexible warranty program, and no fault literally means “no fault.” Cameras can be crushed or smashed, frozen or melted. We will send you a replacement.

No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased as part of the CAPEX Program, Motorola will provide a No-fault Warranty to WV DMV for such Equipment that extends until the end of the Commitment Term (as defined below)

applicable to such Equipment; except that the No-fault Warranty will not apply to (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or EPSLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by WV DMV or any third party. The "No-fault Warranty" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in body-worn cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

An "advance replacement" warranty is also included. Should a unit need to be sent in for repair, WV DMV will call support and open a ticket. A replacement unit will be sent out within 48 hours of the ticket being opened.

Advance replacement equipment will be shipped within 24 hours of notification.

Warrantor

This warranty is granted by Motorola Solutions, Inc., 415 E Exchange Parkway, Allen, TX 75002. Telephone: 1-800-MSI-HELP.

Parties to Whom Warranty Is Intended

This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from Motorola.

Parts and Components Covered

All parts and components, including consumable items such as batteries, and repair labor of the warranted unit manufactured and/or installed by Motorola are covered by this warranty, except those parts and components excluded below.

Parts and Components Not Covered

The Limited Warranty excludes camera mounts and normal wear-and-tear items such as frayed or broken cords and scratched or broken displays. Motorola reserves the right to charge for damages resulting from abuse, improper use, or extraordinary environmental damage (such as submersion in liquid) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs **MUST** be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the Motorola system was internally changed, modified, or repair attempted, the system warranty will become null and void.

Limited Liability

Motorola's liability is limited to the repair or replacement of components found to be defective by Motorola. Motorola will not be liable for any indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective.

Remedy

If, within the duration of this warranty, a unit or component covered by this warranty is diagnosed by Motorola's Customer Service phone support and proves to be defective in material or workmanship, Motorola shall replace the defective unit with an Advance Replacement unit. The Advance Replacement unit will ship via UPS ground and include a prepaid shipping label to return the defective

unit, which must be received by Motorola within thirty days. The Advance Replacement unit pursuant to this warranty shall be warranted for the remainder of the warranty period.

Shipping

When an advance replacement is sent out, the unit will ship via ground shipping, and Motorola will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advance replacement unit. The customer will need to contact Motorola's Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty-day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to Motorola. Motorola will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from Motorola's factory for warranty service, including without limitation any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local Motorola Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting Motorola's Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

6.3 System Maintenance

All upgrades are subjected to a rigorous Engineering Change Notification (ECN) process and will include extensive release notes across bug fixes, changes, and feature additions. Major software and firmware upgrades and enhancements are scheduled for release every 9 to 12 months. Security vulnerability updates will follow an accelerated deployment with the objective of minimizing disruption to the system. All updates are provided at no additional cost to the WV DMV when covered by a support agreement.

6.3.1 Service Management Plan

The Motorola Service Management Plan is built upon the following principles:

- ITIL and Good Industry Practice will reside at the core of our service management operating model and in support of our service management organization.
- Service delivery will leverage Motorola public safety and managed services experience and platforms.
- Technical architecture will be designed to comply with both customer and support organization requirements.
- Service management capabilities and skills will be maintained at the level required to effectively support our solutions.
- Delivering exceptional customer satisfaction will be core to the evolution of operations strategy.

6.3.1.1 Centralized Operations

Motorola's approach to Operations centers around the principles that centralized delivery and standardization enhances the customer experience and drives improved outcomes. Through these principles, Motorola has established Centralized Managed & Support Operations (CMSO), a global organization with approximately 1000 personnel.

CMSO has a number of operation centers deployed across the world, each one operating in accordance with a standard to deliver consistency to our customers, irrespective of where they are located.

This operations center is staffed 8 hours a day, 5 days a week with system technologists and security analysts providing Technical Support Operations (TSO).

6.3.1.2 Processes and Service Management Framework

Motorola has adopted the IT Infrastructure Library (ITIL) as its service management framework which has been deemed best-practice for the delivery of services. Policies, procedures, and work instructions are aligned with ITIL, with accreditation to the following standards:

- ISO27001: International standard for the management of information security.
- ISO20000: International standard for service management.
- ISO9001: International standard for Quality Management Systems (QMS).
- ISO31000: International standard for the management of risk.

6.3.1.3 Service Management Tools

Managed Support Suite Technology (MSST) operates in unison with processes, policies, and procedures. This suite of tools spans Motorola's product set, facilitating the ability to manage services in an integrated manner.

At the core of MSST resides the IT Service Management (ITSM) system, which provides accurate logging, tracking, updates, notes, and closure of Requests, Incidents, Problems, and Changes. MSST is a fully integrated solution, with multiple automations deployed across Event, Incident, and Change Management. Motorola continues to evolve MSST in accordance with new services, industry-leading practices, and improved customer experiences. The WV DMV service will leverage aspects of MSST in accordance with the deployed solution, with specific core components being:

- ITSM: Core component which provides the effective management of case across the WV DMV service.
- PureCloud: Automated Call Distribution system with Natural Language Understanding to provide the WV DMV with more self-service capabilities.

6.3.1.4 Summary

Motorola's Service Management Plan is based upon standardization of best-practice frameworks, tools, processes, procedures, and work instructions. Ongoing external audits and accreditation maintain our commitment to being best-in-class for public safety service delivery. Effective governance encompasses all components of the service and provides assurance to the WV DMV of the required level of oversight and management.

Section 7

Terms and Conditions

RFP Exception/Clarifications
State of WV DMV BWC RFP
Due Date: 4-10-25

Motorola Solutions, Inc. ("MSI")'s proposal for the State of West Virginia DMV subject to the clarifications and exceptions set forth herein, as well as the enclosed Motorola Customer Services Agreement and its applicable Addenda (collectively the "MCA"), or, in the alternative, a negotiated version thereof. If this proposal is deemed acceptable by the State of West Virginia DMV and MSI is selected as the vendor, the final contract documents may incorporate mutually agreeable terms and conditions from prior contracts between the parties.

1. CLARIFICATION

Provision 13, Pricing, p6

Please delete the following: "Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price."

Please add the following: "Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment."

2. CLARIFICATION

Provision 14, Payment in Arrears

Please add the following language: "Payments are due within thirty (30) days from receipt of invoice."

3. CLARIFICATION

Provision 19, Cancellation

Please add the following language: "In the event of termination, the customer will pay for equipment delivered and/or services rendered prior to the date of termination."

4. CLARIFICATION

Provision 8, Insurance, p5

Please delete "Thirty (30) days prior to the expiration." And add "Upon removal"

Please also add "a thirty (30) day notice of cancellation on the Commercial General Liability, Automobile Liability, and Workers Compensation policies."

Please delete “immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.”

Please also delete “at least” and add “and aggregate” so that it reads as follows: “**Commercial General Liability Insurance** in an amount of: \$1,000,000.00 per occurrence and aggregate.”

Please also delete:

“**Automobile Liability Insurance** in at least an amount of: per occurrence.

D Professional/Malpractice/Errors and Omission Insurance in at least an amount of:

per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

D Commercial Crime and Third-Party Fidelity Insurance in an amount of: per occurrence.

D Cyber Liability Insurance in an amount of: per occurrence.

D Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

D Pollution Insurance in an amount of: per occurrence.

D Aircraft Liability in an amount of: per occurrence.”

5. CLARIFICATION

Provision 13, Pricing, p6

Please delete the following: “Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.”

Please add the following: “Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.”

6. CLARIFICATION

Provision 14, Payment in Arrears

Please add the following language: “Payments are due within thirty (30) days from receipt of invoice.”

7. CLARIFICATION

Provision 19, Cancellation

Please add the following language: “In the event of termination, the customer will pay for equipment delivered and/or services rendered prior to the date of termination.”

8. CLARIFICATION

Provision 36, Indemnification, p10

Please delete the following: "2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations;"

Please refer to Motorola's provisions regarding Data.

Also, please add the following at the end of this provision: "It is noted any prevailing wage will be handled by Motorola Subcontractors.

9. CLARIFICATION

Provision 41, Domestic Steel Products, p11

Please add the following language: "It is mutually agreed that no aluminum, glass or steel products are being provided."

10. CLARIFICATION

Provision 42, Aluminum/Glass, p12

Please add the following language: "It is mutually agreed that no aluminum, glass or steel products are being provided."

Motorola Solutions Customer Agreement

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

Section 1. Agreement.

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

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

Exhibit A “Payment” (Communications System purchase only)

Exhibit B Motorola Proposal dated _____

Exhibit C “System Acceptance Certificate” (Communications System only)

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

Section 2. Definitions.

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

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

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

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

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

Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services.

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

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

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

“Data Processing Addendum” or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards/terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

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

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 3. Products and Services.

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

3.2. Services.

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

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

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

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

3.2.5. Professional Services

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

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

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

3.2.6. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola’s standard Transport Connectivity Addendum, a copy of which is available here:

https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html.

3.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise

offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

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

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

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

3.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.

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

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

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to

the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

Section 4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

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

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

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

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

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

4.5. Wind Down of Subscription Software. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this

Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4.7. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

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

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

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

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

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the

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

5.5. Payment. Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

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

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

Name: _____ Address
: _____ Phone: _____

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable
Email: _____ Customer CC (optional)
Email: _____

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

Name: _____
Address: _____

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

Name: _____ Address
: _____ Phone: _____

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

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

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

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

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

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

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

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

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

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, 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 Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement.**

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms applicable to Motorola products are located at the following site:

https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue

supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

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

Section 7. Representations and Warranties.

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

7.2. Communications System Warranty. Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

7.3. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html, a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

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

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

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

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

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

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

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

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

CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

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

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

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

Section 8. Indemnification.

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

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

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

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

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

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

Section 9. Limitation of Liability.

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

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

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

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

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

Section 10. Confidentiality.

10.1. Confidential Information. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

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

any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

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

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

Section 11. Proprietary Rights; Data; Feedback.

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

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

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except

those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

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

11.4. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

11.5. Third-Party Data and Motorola Data. Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

11.5.1. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

11.5.2. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.

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

11.7. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the

Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

Section 12. Acceptance

12.1. Communications System Acceptance.

12.1.1. Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

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

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

12.2 Software System Completion. Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"),

which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

Section 13. Force Majeure; Delays Caused by Customer.

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

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

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

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

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in 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 must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party

expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

Section 15. General.

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

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

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

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

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

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

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

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

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

15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

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

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

Motorola Solutions, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Software License Addendum

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

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

Section 2. Licensed Software License and Restrictions.

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

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

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

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

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

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

Section 3. Subscription Software License and Restrictions.

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

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

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

the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

Section 4. Software Systems - Applicable Terms and Conditions

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

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

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

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

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

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

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

4.2.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software

license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

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

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

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

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

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

Section 5. Term.

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

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

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

5.4. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

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

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

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

Mobile Video and Vigilant Addendum

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

1. **Addendum.** This MVVA governs Customer’s purchase of (a) any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”), and (b) Motorola’s Vigilant automated license plate recognition software and hardware Products (“**LPR Products**”). This MVVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVVA.

Section 2. Definitions.

“**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site.

Camera License Key (“CLK”) means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

Commercial Data means both Commercial Booking Images and Commercial LPR Data.

Commercial LPR Data refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

License Plate Recognition (“LPR”) refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

Section 3. Evidence Management Systems; Applicable Terms and Conditions.

3.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Proposal specifies that any software is being purchased as Subscription Software, any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment purchased in connection with the On-Premises Evidence Management System is subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

3.2. Cloud Hosted Evidence Management. If Customer purchases a Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), then such software is subject to the SLA. Any Equipment purchased in connection with the Cloud Hosted Evidence Management System is subject to the MCA. System Warranty does not apply to Cloud Hosted Evidence Management Systems. System completion is determined in accordance with the provisions of **Section 12 –System Completion** below.

3.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Addendum.

Section 4. Payment. Customer will pay invoices for the Products and Services covered by this MVVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule is set forth in the Proposal.

Section 5. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 3.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier.

Section 6. Additional Software and Video Terms and Conditions.

6.1. Unlimited Storage. Storage shall be specifically described in Proposal. “Unlimited Storage” related to Customer’s purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer’s data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

6.2. Applicable End User Terms. Described in Section 5.6 of the SLA.

6.3. License Plate Recognition Data Ownership and Retention. Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal law enforcement agencies (“LEAs”). LPR data and where applicable, booking images, collected by the License plate recognition (“LPR”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager will be deleted in accordance thereof. Customer retains all rights to LPR data and booking images collected by Customer.

6.3.1 Data Sharing. Customer, at its option, may share its LPR data with other similarly situated LEAs which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager.

6.3.2. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided

by Customer (“**User Eligibility Requirements**”) may access Vigilant VehicleManager. Motorola in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person’s failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all individuals’ access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if it becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

6.3.3 LEA Customers. If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager.

6.3.4. Non-LEA Customers. If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

6.4. Commercial Data Access. If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola’s standard Data License Addendum, a copy of which is available upon request.

6.5. API Support. Described in the MCA.

6.6. Support of Downloaded Clients. Described in the MCA.

6.7. CJIS Security Policy. Described in the MCA.

Section 7. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered Equipment, as defined in the MCA and constitutes a purchase of Equipment subject to the terms and conditions contained therein. In addition, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

7.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) may be eligible for a technology refresh as described in the Proposal. If included in the Proposal, and in the event the Body Camera is eligible for replacement applicable under this **Section 7.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Proposal) will not be eligible for a technology refresh hereunder.

7.2. No-Fault Warranty. If specified in the Proposal, and subject to the disclaimers set forth in the Agreement, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed

under the MCA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The **"No-fault Warranty"** means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

7.3. Commitment Term. Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Proposal (the **"Initial Commitment Term"**). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 11.2 – Termination** hereunder.

Section 8. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a **"Subsequent Commitment Term"**) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a **"Commitment Term"**.

Section 9. Included Subscription Software.

9.1 VideoManager EL. Subject to **Section 11.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System during the VaaS Term (as defined below), use of the Cloud Hosted Evidence Management System is subject to the MCA and SLA. Customer's subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, Customer's continued use of expired Equipment with the Cloud Hosted Evidence Management System is subject to Customer's purchase of additional access at Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

9.2 CommandCentral. If specified and included in the Proposal, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral (CC), which provides access to CC Community, CC Capture, CC Vault and CC Records. Additional CC licenses may be purchased for an additional fee.

9.3 VideoManager EX. Subject to **Section 11.1 – VaaS Term**, if specified in the Proposal, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the MCA and SLA. Following expiration of the applicable Commitment Term, Customer must purchase additional access to VideoManager EX, at Motorola's prevailing rates, to continue using expired Equipment with the VideoManager EX, or Motorola may disconnect connectivity of any expired Equipment.

9.4. Vigilant VehicleManager or Vigilant ClientPortal. The VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Proposal, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer

desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

9.4.1. Access. Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies ("LEAs") and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

9.5. CarDetector. Customer Customer may purchase Vigilant CarDetector which is Subscription Software. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Vigilant technical support staff.

Section 10. VaaS Program Payment.

10.1 Mobile Video System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in a Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be prorated based on the applicable number of days remaining in the such initial Subscription Quarter.

10.2 LPR System: Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in a Proposal. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to Customer's initial purchase, the Fees for the additional LPR Product will be added to the yearly subscription Fee and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be prorated based on the applicable number of days remaining in such initial Subscription Year.

Section 11. VaaS Program Term and Termination.

11.1 VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term or the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer

Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

11.2 Termination. The termination provisions applicable to the VaaS Program will be those set forth in the MCA and SLA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

11.3 Post Termination Subscription Software Access. Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA and SLA.

Section 12. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the MCA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

Section 13. Additional Cloud Terms. The terms set forth in Section 4.4 Additional Cloud Terms of the SLA apply in the event Customer purchases any cloud hosted software Products, including a Cloud Hosted Evidence Management System.

Section 14. Survival. The following provisions will survive the expiration or termination of this MVVA for any reason: Section 1 – Addendum; 3 – Evidence Management Systems; Applicable Terms and Conditions; Section 4 – Payment; Section 6.2 – Applicable End User Terms; Section 9.1 – VideoManager EL Section 11 – VaaS Program Term and Termination; Section 14 – Survival.

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

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

Section 1. Addendum. This MSLMA governs Customer’s purchase of Maintenance, Support and Lifecycle Management (as defined below) services (and, if set forth in an Proposal related Services) from Motorola and will form part of the Parties’ Agreement. 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.

Section 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 Proposal.

Section 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 Proposal.

3.1.3 Auto Renewal. Unless the applicable Proposal 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 Proposal.

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 Proposal.

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

3.1.11 Excluded Services.

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

b) Unless specifically included in this MSLMA or the applicable Proposal, 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 Proposal. 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 Proposal, 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 Proposal, 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 License terms included in the MCA and its SLA Addendum apply to any Motorola Licensed Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this MSLMA is [REDACTED] years, commencing on [REDACTED], 202[REDACTED]. The Lifecycle Management Price for the [REDACTED] years of services is \$[REDACTED], 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 Proposal, 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. Motorola may substitute any of the promised Equipment or Licensed Software so long as the substitute is equivalent or superior to the initially promised Equipment or Licensed Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Licensed Software are delivered, in accordance with the MCA, and the Lifecycle Management services are fully performed.

3.2.5 The Warranty Period for any Equipment or Licensed Software provided under a Lifecycle Management transaction will commence upon shipment and is for a period of ninety (90) days. The ninety (90) day warranty for Lifecycle Management services is set forth in the applicable Proposal.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the applicable Proposal, 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 Proposal, 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 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 [REDACTED] year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the [REDACTED] year commitment. This provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 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 Agreement's first year 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%. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available 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).



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/28/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:														
INSURED Motorola Solutions, Inc. Attn Stephanie Lampi 500 West Monroe Chicago IL 60661 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Lexington Insurance Company</td><td>19437</td></tr><tr><td>INSURER B: Liberty Mutual Fire Ins Co</td><td>23035</td></tr><tr><td>INSURER C: Liberty Insurance Corporation</td><td>42404</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lexington Insurance Company	19437	INSURER B: Liberty Mutual Fire Ins Co	23035	INSURER C: Liberty Insurance Corporation	42404	INSURER D:		INSURER E:		INSURER F:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			TB2641005169074	07/01/2024	07/01/2025	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$250,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000	MED EXP (Any one person)	\$10,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS - COMP/OP AGG	\$2,000,000
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C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WA764D005169084 All other States WC7641005169094 WI	07/01/2024	07/01/2025	<table><tr><td><input checked="" type="checkbox"/> PER STATUTE</td><td><input type="checkbox"/> OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-EA EMPLOYEE</td><td></td><td>\$1,000,000</td></tr><tr><td>E.L. DISEASE-POLICY LIMIT</td><td></td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$1,000,000	E.L. DISEASE-EA EMPLOYEE		\$1,000,000	E.L. DISEASE-POLICY LIMIT		\$1,000,000
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A	E&O - Miscellaneous Professional-Primary			013461661 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2024	07/01/2025	<table><tr><td>Each Claim</td><td>\$1,000,000</td></tr><tr><td>Aggregate</td><td>\$1,000,000</td></tr></table>	Each Claim	\$1,000,000	Aggregate	\$1,000,000								
Each Claim	\$1,000,000																		
Aggregate	\$1,000,000																		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER**CANCELLATION**

Motorola Solutions, Inc. 500 W. Monroe Chicago IL 60661 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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Section 8

Forms

Motorola has included the Contractor Manager Information and the Addendum Acknowledgement forms on the following pages.

REQUEST FOR QUOTATION
On Body Worn Camera Systems-CDL examiners

7 VENDOR DEFAULT:

7.1 The following shall be considered a vendor default under this Contract.

7.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.

7.1.2 Failure to comply with other specifications and requirements contained herein.

7.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.

7.1.4 Failure to remedy deficient performance upon request.

7.2 The following remedies shall be available to Agency upon default.

7.2.1 Immediate cancellation of the Contract.

7.2.2 Immediate cancellation of one or more release orders issued under this Contract.

7.2.3 Any other remedies available in law or equity.

8 MISCELLANEOUS:

8.1 Contract Manager: During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Thomas Moro

Telephone Number: 540-454-7462

Fax Number: N/A

Email Address: thomas.moro@motorolasolutions.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ DMV2500000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

<input checked="" type="checkbox"/> Addendum No. 1	<input type="checkbox"/> Addendum No. 6
<input type="checkbox"/> Addendum No. 2	<input type="checkbox"/> Addendum No. 7
<input type="checkbox"/> Addendum No. 3	<input type="checkbox"/> Addendum No. 8
<input type="checkbox"/> Addendum No. 4	<input type="checkbox"/> Addendum No. 9
<input type="checkbox"/> Addendum No. 5	<input type="checkbox"/> Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Motorola Solutions, Inc.

Company



Authorized Signature

4/16/2025

Date

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