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August 13, 2021

Jackson County Sheriff's Office 4001 NE Lakewood Court Lee's Summit, MO 64064

Dear Sgt. Barnes,

Motorola Solutions, Inc. ("Motorola Solutions") appreciates the opportunity to provide Jackson County with quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your needs and provide exceptional value.

This proposal consists of:

- Infrastructure Upgrades to Tower Sites (2 Channel Addition)
- Sheriff's Office Console AES Upgrades
- Sheriff's Office Mobiles and Control Station Replacement
- Sheriff's Office Portable Radio Replacement
- Health Department Portable Radio Replacement
- PW and Parks/Rec Portable Radio Replacement
- Department of Corrections MCC7500E Dispatch Console and MW Link
- Department of Corrections Portable Radios
- MPLS Site Links
- NICE Logging Recorder Equipment

The Mid-American Regional Radio System (MARRS) is a Motorola Solutions ASTRO Land Mobile Radio Network. This system was competitively bid and awarded to Motorola Solutions for region-wide mission critical communications for public safety users.

The ASTRO Radio Infrastructure, which was competitively bid, is listed on the State Contract via the Missouri Office of Administration (DPS) under contract number CT182780001. The APX Radios, which were also competitively bid, are listed on the MARC-KCRPC Contract RFP 83 Public Safety Radios.

As the industry's premier supplier of public safety solutions, Motorola possesses many unique capabilities to implement this project. Our state-of-the-art technology and successful deployment history allow us to provide effective solutions to your complex problems.

This proposal is subject to the terms and conditions of the enclosed Lease Communications System and Services Agreement, including the Maintenance, Support and Lifecycle Addendum and remains valid for 90 days from the date on this cover letter. The Bundled System Discount is only valid with contract signature by September 27, 2021. Jackson County may accept this proposal by returning a signed copy of the aforementioned agreement. Any questions Jackson County has regarding this proposal can be directed to Denise Gibbs, Sr. Account Manager at 312-270-3935, (denise.gibbs@motorolasolutions.com).

Sincerely,

Nicole Sherrill

Nico Sperill

Territory Vice President

MOTOROLA SOLUTIONS, INC.

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SECTION 1

SYSTEM DESCRIPTION

1.1 TWO CHANNEL ADDITION

Bridging applications, networks, devices, and services, Motorola Solutions, Inc. (Motorola Solutions) offers a customized and cost-effective solution to accomplish Jackson County's current and future goals. Our solutions connect users in the office and in the field with the critical information needed to safely and effectively handle any situation or environment. The end result is a secure, reliable, and scalable system designed to address the specific requirements of Jackson County.

The solution for Jackson County consists of the following technologies:

ASTRO 25 Systems

Motorola Solutions has prepared this proposal to add two (2) 7/800 MHz Channels to Jackson County's existing 8 site Simulcast ASTRO 25 radio system connecting to the Public Metropolitan Area Regional Radio System (MARRS) Core for expanded call capacity. The expansion will bring the total channel count to 12 FDMA trunked channels per site spread across two (2) existing Expandable Site Subsystem (ESS) Racks. Each new channel (GTR 8000) will be installed in one of the existing ESS Racks. This proposal includes the necessary hardware, software, and service for the addons to the 8 site Simulcast system.

The following equipment will be added to the Simulcast Cell:

- Sixteen (16) GTR 8000 Base Radios (2 per site)
 - 7/800 MHz Frequency Band
 - DC Power GTR's
 - Simulcast Capability
- Two (2) GCM 8000 Trunking Comparators (Prime Site)

1.2 CONSOLE DISPATCH

Motorola Solutions is pleased to propose one (1) new MCC 7500E IP dispatch console to provide Jackson County, MO with the confidence of state-of-the-art secure communications, seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management. The MCC 7500E console will be directly integrated into the KCMO MARRS P25 system via a microwave link from the Jackson County Correctional Facility to the City Hall Building in Kansas City. This solution allows their existing conventional channel resources to be used for local agency communications with the added capability of utilizing trunked talkgroups of the KCMO system.

Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Jackson County with sophisticated network management and easy migration to future capabilities.

Updating to IP-based MCC 7500E consoles provides for effective and efficient dispatcher performance with the improved level of reliability required to support digital P25 public safety communications.

Connecting the consoles into MARRS enables interoperable communications with neighboring state and local agencies. Jackson County is ultimately responsible for coordinating with MARRS to establish connectivity. All required forms and fees associated with joining MARRS are the responsibility of Jackson County.

Solution Highlights

- One (1) MCC 7500E Dispatch Position
- One (1) Console Alias Manager (CAM) Software
- One (1) GCP 8000 Site Controller
- One (1) SDM 3000 for AUX I/O
- One (1) APX Consolette
- One (1) Conventional Channel Gateway (CCGW): The CCGW can support up to eight conventional channels.
- Uninterrupted Power Supply (UPS) at the dispatch position and another for the networking equipment
- One (1) PTP link from the Jackson County Corrections Facility to City Hall in Kansas City, MO
- PTP Spares
- Two (2) XPR2500 Mobile MOTOTRBO radios
- Dispatch Spares

Solution Benefits

- The highly reliable MCC 7500E IP console platform is the basis for future console feature enhancements.
- IP consoles allows for seamless PSAP backup.
- Ease of use and minimal learning curve for dispatchers, with an intuitive graphic user interface (GUI).
- End-to-end encryption.
- Ability to manage multiple up to 60 different talkgroups, including interoperable talkgroups, from one console GUI.



1.2.1 **Console Configuration**

The proposed solution offers Jackson County one (1) dispatch position. The MCC 7500E console position is licensed to support both trunked and conventional channels. Figure 1-1 shows an MCC 7500E operator position.



Figure 1-1: MCC 7500E Dispatch Position provides a small form factor, familiar GUI, and advanced features

1.2.2 Integration with the ASTRO 25 Network

The proposed console seamlessly integrates into the KCMO MARRS ASTRO 25 system without interface boxes, digital voice gateways, or backroom electronics for an integrated, mission-critical network. This tight union between radio infrastructure and console equipment has several operational benefits to Jackson County.

The physical space to accommodate the proposed console is comparable to that required for a personal computer. The console can access both trunked talkgroups and conventional radio channels over the same network. This architecture reduces overall transport costs and the need for duplicate fixed network equipment.

1.2.3 **Connection to ASTRO 25 System**

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to Jackson County's needs. The proposed MCC 7500 Dispatch console will connect into the ASTRO 25 Master Site. The dispatch position will utilize the site's networking equipment and a PTP backhaul to connect to the KCMO MARRS Core. A conceptual diagram of the proposed console connectivity has been provided in Figure 1-2.



Figure 1-2: System connectivity for proposed solution.

1.2.4 Dispatch Console Solution Components

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

The console connects directly to the radio system's IP transport network without gateways or interface boxes. Audio processing, encryption, and switching intelligence for dispatch are performed within each software-based dispatch position without additional centralized electronics.

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

1.2.5 MCC 7500E Dispatch Position

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch, as shown in the figure titled "MCC 7500E Dispatch Position." The following list describes the components included in the proposed configuration.

THE MCC 7500E DISPATCH CONSOLE



Figure 1-3: MCC 7500E Dispatch Position supports multiple accessories.

Audio Interface Module (AIM)

The USB Audio Interface Module (AIM) acts as an interface between analog devices and the dispatch position and as a general purpose input/output module. The USB AIM supports audio routing between the dispatcher and Motorola Solutions standard peripherals. The USB AIM connects to the MCC 7500E dispatch position with a USB cable.

Personal Computer (PC)

The personal computer included with the dispatch position is Windows-based and certified by Motorola Solutions.



Computer Display

The dispatch position will use a 22 inch Computer Display with Touch Screen

Enhanced Integrated Instant Recall Recorder (IRR)

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

Desktop Speakers

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

Headset Jack

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

Headset

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

Gooseneck Microphone

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

Footswitch

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

Telephone Headset Interface Port

The telephone/headset port provides a connection for an external telephone to the dispatch position. This allows the operator to use a single headset to communicate on both the radio system and a telephone system.

Redundant Ethernet Connection

The optional redundant Ethernet connections increase MCC 7500E console availability by protecting against the loss of multiple dispatch positions. In the event of a LAN switch failure, the system will automatically detect and switchover with no manual intervention required. Dispatching operations will not be interrupted.

1.2.6 Backup Consolette

This proposal includes one (1) new APX 7/800 MHz Consolette and its installation at Jackson County Corrections. The APX Consolette provides a low-cost, mid-power wireless dispatch solution as an



ideal complement to a modern P25 dispatch center. Equipped with leading edge P25 Phase 1 and Phase 2 TDMA technology and multi-band interoperability, the APX Consolette can also be used as an emergency backup station when infrastructure is offline, or for wireless access to different system types for increased interoperability between agencies.

1.2.7 XPR2500 MOTOTRBO Mobile Radios

From the delivery driver crisscrossing the city to the sanitation crew clearing streets, the XPR Series of mobile radios deliver loud, clear audio in a mobile radio package. Capable of both analog and digital function, the XPR series incorporate Bluetooth audio, integrated Wi-Fi, and location tracking to keep users connected, productive, and safe. Featuring a high power audio amplifier, these radios deliver loud, clear speech, with background noise cancellation for better intelligibility. XPR Series radios are also ideal as a dispatch solution, with desktop microphones and a rugged, durable design for everyday use. The quick access buttons on XPR Series radios can summon help with one touch, using Transmit Interrupt to clear a channel when necessary. A range of safe driving accessories allows workers to communicate hands-free, and text-to-speech technology helps drivers keep their eyes on the road.

1.2.8 Additional Equipment

Per your request, we have included the following additional items to extend the functionality of the console to meet Jackson County's needs.

1.2.8.1 GCP 8000 Conventional Site Controller

The GCP 8000 conventional Site Controller supports site conventional operation where a Conventional Channel Gateway (CCGW) is located at a dispatch console site. If the link between the console site and the master site is lost, the GCP 8000 enables dispatchers to communicate over conventional resources.



1.2.8.2 SDM 3000 Auxiliary Input/Output Server

The SDM 3000 provides dispatchers with the ability to control and monitor external devices, such as doors and lights, from the console user interface. The console interface uses icons to display the state of external devices via auxiliary inputs and outputs, which support momentary and latched inputs, as well as latched and interlocked latched outputs.

1.2.8.3 Enhanced Conventional Channel Gateway Equipment

An Enhanced Conventional Channel Gateway (ECCGWs) provides the interface for analog and ASTRO 25 conventional channels to the ASTRO 25 radio system infrastructure. The ECCGW can support combinations of analog, MDC 1200, ACIM Link, digital, and mixed mode channels simultaneously. An ECCGW can also be used in combination as a console site router or an RF site router, provided the WAN link is not redundant.

1.2.8.4 MKM 7000 Console Alias Manager (CAM)

The MKM 7000 Console Alias Manager (CAM) manages the radio unit ID aliases displayed on dispatch positions. It enables agencies that share a radio system to change aliases displayed on their dispatch positions and logging recorders without affecting the aliases displayed at the other agencies on the system.

A typical console uses many types of aliases to provide meaningful, descriptive names instead of numeric ID numbers for different resources on the console, such as:

- Trunking talkgroups and conventional channels
- Aux I/Os
- Secure keys used for voice encryption
- Frequencies on multi-frequency conventional channels
- Private Line (PL) codes on conventional channels
- Predefined pages
- Radio unit IDs (also called radio PTT IDs)

The CAM supports aliases for radio unit IDs on ASTRO 25 trunking systems, ASTRO 25 conventional systems, MDC 1200 conventional systems, and Advanced SECURENET conventional systems.

1.2.8.5 KVL 5000

The KVL 5000 is a P25 communications encryption device that delivers greater flexibility for programmers to secure their radio channels, leading to less interruption in Jackson County's workflow. As the only key loader that employs a hardware protected keystore, the KVL 5000 is used to generate, transport, and load encryption keys to secure user programming and critical information with a physical encryption solution at the highest level.

The KVL's one-handed build features a sleek, responsive UI with quick start for a more efficient key loading process. This device integrates with Motorola Solutions' Key Management Facility (KMF) by provisioning radios to use Over-the-Air-Rekeying (OTAR).



1.3 MPLS LAYER 3 SITE LINKS

Motorola Solutions is proposing that Jackson County upgrade their network backhaul, whether it is fiber or microwave, to a Layer 3 MPLS (Multi Protocol Label Switching) network. MPLS offers many advantages to IP data networks, which is what essentially the ASTRO 25 radio network is. Some of these advantages are:

- Traffic engineering, resource utilization management and path protection.
- High availability links with protection schemes such as fast-reroute (FRR).
- Very scalable; additional services may be added without touching intermediate devices. Only endpoints need configuration.



• A way to implement Layer 3 networks and mitigate broadcast domains; minimize storm risks.

Motorola is proposing the Nokia 7705 Service Aggregation Router-8 (SAR-8) fully redundant MPLS router for the Jackson County network. There will be one per site.

The Nokia 7705 Service Aggregation Router-8 (SAR-8), will be utilized at the following sites:

Site Name	Major Equipment
Oak Grove Water Tank ASR Site	(One) 7705 SAR-8 Router
Lone Jack ASR Site	(One) 7705 SAR-8 Router
Jackson County Sheriff Dispatch Site	(One) 7705 SAR-8 Router

The proposed SAR-8, shown in Figure 1-2, has a throughput of 40 Gbps and provides GigE Copper ports and GigE SFP ports to provide the highest levels of resiliency. It also boasts redundant router capabilities, dual AC power supplies, and Motorola is proposing UEM licenses to monitor the network. The MPLS design offers fast reroute feature for resiliency where traffic is rerouted around a failure with sub–50 millisecond restoration time. This ensures that services on the network are not affected.

The proposed MPLS solution also supports software redundancy by using the proposed redundant Control and Switching Modules (CSMs) installed. The CSMs both are running the identical version of system software. The CSMs operate together as an active and standby pair. Each of the CSMs has the same software features and either can be in control as the active CSM. Should the active CSM fail, the standby CSM will take over control of the system, becoming the new active CSM.

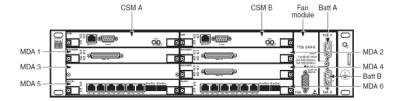


Figure 1-2: Front View of the Nokia 7705 SAR-8 MPLS Router

When an active CSM goes offline (due to reboot, removal, or failure), the standby CSM will take control without rebooting or initializing itself. It is assumed that the CSMs are synchronized; therefore, there is no delay in operability. When the CSM that went offline boots and then comes back online, it becomes the standby CSM.

For the proposed MPLS configuration, redundancy is assured through communication and message exchange between the two CSMs when the system is so configured and is in a normal state.

The proposed MPLS router also includes redundant fans. If one fan fails, the others will continue to operate and provide cooling to the system without impacting traffic. An alarm will indicate the failure of a fan. Similarly, redundant power supply feeds enable one power feed to be removed without impact on traffic. Finally, the 7705 SAR-8 includes hot swappable cards, so that components in a live system can be replaced or become active without taking the system down or affecting traffic flow to/from other modules.

1.3.1 7705 SAR Overview

The 7705 Service Aggregation Router (SAR) portfolio provides service adaptation, aggregation, and routing over an efficient, feature-rich Ethernet and IP/MPLS infrastructure. With interfaces supporting a wide range of access protocols, it is well suited for mobile backhaul, fixed-mobile convergence, mission- critical and enterprise applications.

Leveraging the powerful Service Router Operating System (SR OS) and the Nokia 5620 Service Aware Manager (SAM), the 7705 SAR delivers industry-leading IP/MPLS and pseudowire capabilities. It is available in compact, power efficient, indoor and outdoor platforms that support highly available services and applications over flexible network topologies.

Unprecedented scalability—The 7705 SAR is distinguished by its IP and MPLS scale, giving network operators the greatest potential to grow their networks, adding unprecedented numbers of end users and applications, without having to make additional capital investment.

Deployment flexibility—The 7705 SAR portfolio is packaged in a wide range of form factors to accommodate the density and types of services required at any location. It provides both indoor and outdoor mounting solutions combined with extended temperature range and power-over-Ethernet (PoE) options. Fan less and conformal-coated variants allow the 7705 SAR to be used in harsh environmental conditions. The 7705 SAR portfolio accommodates fiber, copper and microwave uplinks with support for a full range of interfaces to accelerate deployment and reduce capital expense.

Reliable service delivery—SR 0S software provides superior QoS on the 7705 SAR. The same level of deep buffering and support for ingress and egress shaping that is available on edge and core routing platforms is also available on the 7705 SAR aggregation platform. Consistency of traffic engineering and shaping across the network provides higher packet routing performance overall with differentiated service treatment. This facilitates the convergence of fixed and mobile traffic for service providers as well as operational and business services traffic for mission-critical network operators. It allows for advanced service offerings, and delivers efficient network resource usage, customer satisfaction and retention.

Routing & Resiliency—The 7705 SAR provides excellent resiliency to link or equipment failures through redundancy and the ability to quickly reroute traffic. The 7705 SAR delivers network reconvergence in tens of milliseconds using a strong suite of dynamic routing and recovery capabilities. Superior network resiliency reduces network down time and improves operations staff's productivity, helping to reduce operating costs, improve end-user satisfaction, and allowing service providers to offer higher value SLAs.

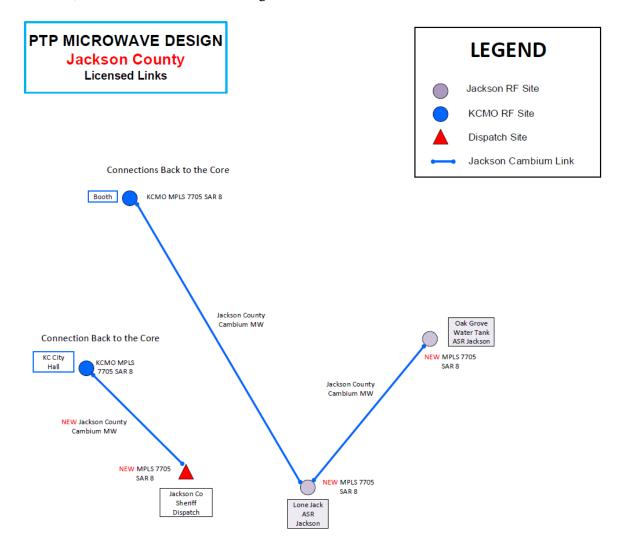
Precise timing and synchronization—The 7705 SAR provides microsecond timing and accurate synchronization to support mobile base station requirements and the migration of TDM based services onto the packet network. Timing accuracy and performance over packet are enabled with a combination of built-in architectural features, integrated Global Navigation Satellite System (GNSS) receivers, algorithms, and powerful QoS mechanisms, which minimize the delay and delay variation experienced by synchronization traffic.

Wide-ranging security—The 7705 SAR provides a robust set of security features to maintain network integrity in the face of cyber attacks such as session hijacking, spoofing, and denial of service attacks. The 7705 SAR firewall is application-aware and mitigates attacks, such as Domain Name System (DNS)/Internet Control Message Protocol (ICMP) replay. It uses application level gateways to ensure extra security for FTP/TFTP connections. 7705 SAR hardware-based encryption features, including IP sec, Network Group Encryption (NGE) and advanced key exchange algorithms,

prevent man-in-the-middle attacks. All 7705 SAR security features provide high throughput levels while minimizing latency. Operators can use the 7705 SAR to safeguard critical infrastructures and address regulatory requirements, such as North American Electric Reliability Corporation (NERC) Critical Infrastructure Protection Version 5 (CIP V5).

1.3.2 Microwave Network Topology

Below is a diagram illustrating Jackson County's existing microwave network topology. Motorola Solutions' proposed MPLS upgrade will be implemented at the Jackson County Sheriff's Office, Lone Jack, and Oak Grove sites in the diagram below.



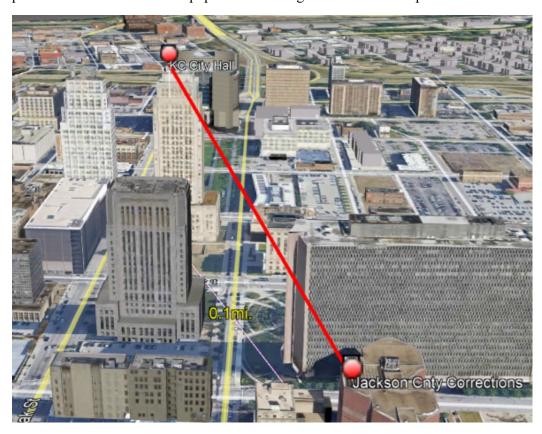


1.4 PTP MICROWAVE LINK

Motorola has designed a state of the art backhaul network for Jackson County, Kansas. This solution will provide Ethernet P25 traffic and provide overall system connectivity. The solution chosen for this design is the PTP 820 radio.

The microwave path is designed in the 18 GHz band with adaptive modulation. The proposed link will provide a minimum of 200 Mbps of capacity with a 99.999% annual 2-way availability.

A new Eltek FlatPack and you can wire 120 or 240VAC/UPS power directly to it. This will be provided for the microwave equipment. The image below shows the path of the microwave link.



1.5 **INFORM LOGGER**

Infrastructure and Equipment Upgrade

Motorola Solutions is providing a new logging recorder for the Jail Dispatch Console to record the P25 and analog talkgroups at the Jail Console.

1.6 **APX PORTABLE AND MOBILE RADIOS**

The APX platform was developed with help from public safety and law enforcement agencies to identify and design the specific functionality essential for mission critical communications. With a

rugged, easy-to-operate form factor and advanced voice and data features, Motorola Solutions' IPenabled APX radios will deliver reliable, two-way communications for Jackson County's users in everyday and extreme environments.

The proposal includes the following 7/800 MHz APX radios for the Jackson County Sheriff's Department:

- (118) APX 6000 Portable Radios with Spare Battery, Single-Unit Charger, and Remote Speaker Microphone
- (98) APX 6500 Remote Mount Mobile Radios with E5 Control Heads
- (2) APX 6500 Remote Mount Mobile Radios with O3 Control Heads
- (2) APX 4500 Control Stations Dispatch Center

The proposal includes the following 7/800 MHz APX radios for the Jackson County Department of Corrections:

(170) APX 4000 Portable Radios

The proposal includes the following 7/800 MHz APX radios for the Parks Department:

• (35) APX 6000 Portable Radios

The proposal includes the following 7/800 MHz APX radios for Public Works:

(25) APX 6000 Portable Radios

The following radios will be flashed with AES encryption and multikey for the Jackson County Department of Corrections and the Jackson County Sheriff Department's fleet. A Key Variable Loader (KVL 5000) has also been included to manage encryption keys.

- (2) APX 4500 Control Stations
- (4) APX 6500 Control Stations
- (12) APX 8500 Mobile Radios

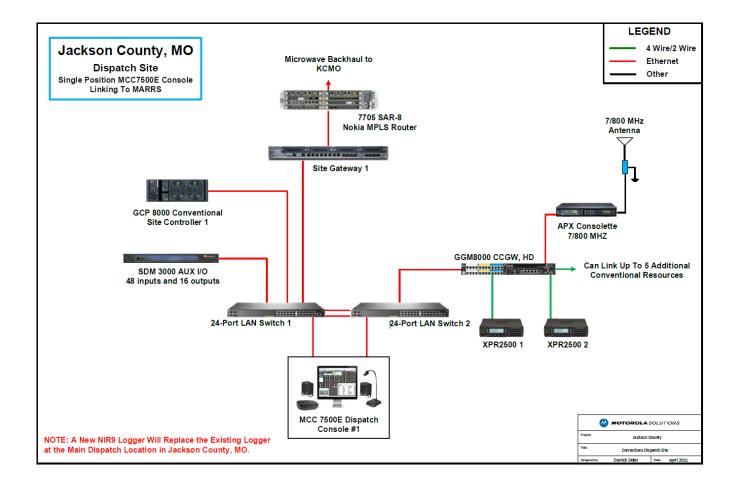
The proposal includes the following 7/800 MHz APX radios for the Health Department:

• (15) APX 6000 Portable Radios

All associated accessories, cabling, speakers, batteries and antennas for radio equipment described here.

SYSTEM DIAGRAM

2.1 DISPATCH SITE DIAGRAM



SECTION 3

EQUIPMENT LIST

3.1 TWO (2) CHANNEL ADDITION (8 SITE SIMULCAST)

QTY	NOMENCLATURE	DESCRIPTION
1	T7321	GCM 8000 COMPARATOR
2	CA01183AA	GCM 8000 COMPARATOR
2	CA01185AA	ADD: IP BASED MULTISITE OPERATION
1	X153AW	ADD: RACK MOUNT HARDWARE
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
1	CA01400AA	ADD: POWER CABLE, DC
1	T8343	GSERIES SOFTWARE LICENSING
2	UA00402AA	ADD: GSERIES CM-P25 TRNK IP
16	UA00400AA	ADD: GSERIES BR-P25 TRNK MS IP
8	T7071	GTR 8000 EXPANDABLE SITE SUB-SYSTEM CHANNEL ADDITION UPGRADE
8	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
16	CA00855AA	ADD: 700/800 MHZ
8	X302AE	ADD: QTY (2) GTR 8000 BASE RADIO
16	CA01193AA	ADD: IP BASED MULTISITE BASE RADIO SOFTWARE
16	3084921Y01	CBL,ASSY,COAX,0.22ML,QN PLUG

3.2 DISPATCH AND NETWORK EQUIPMENT

QTY	NOMENCLATURE	DESCRIPTION
1	SQM01SUM0323	ASTRO MASTER SITE
1	CA03517AB	ADD: CORE EXPANSION
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	B1948	MCC 7500E DISPATCH POSITION LICENSES
1	UA00653AA	ADD: BASIC CONSOLE OPERATION
1	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION
1	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION
1	UA00658AA	ADD: SECURE OPERATION
1	UA00659AA	ADD: ADP/AES/DES-OFB ENCRYPTION
2	UA00250AA	ADD: 30 RADIO RESOURCES LICENSE
1	UA00661AA	ADD: ENHANCED IRR
1	B1949	MCC 7500E SOFTWARE DVD
1	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH
1	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB

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1	DSF2B56AA	USB EXTERNAL DVD DRIVE
1	T7885	MCAFEE WINDOWS AV CLIENT
1	T7449	WINDOWS SUPPLEMENTAL TRANS CONFIG
1	DSUSB31000S	STARTECH USB 3.0 TO GIGABIT ETHERNET ADAPTER
1	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB
1	B1941	USB AUDIO INTERFACE MODULE
4	B1952	SPEAKER, DESKTOP, USB
4	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
4	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
4	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1951	MICROPHONE, DESKTOP, USB
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
2	B1913	MCC SERIES HEADSET JACK
2	RLN6098	HDST MODULE BASE W/PTT, 15 FT CBL
2	RMN5150A	OVER-THE-HEAD, MONAURAL, NOISE-CANCELING HEADSET
1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH FOR MCC 7500 DISP
1	BLN6200	AC POWER STRIP, 6 OUTLET
1	DSGXTT09001038	UPS, GXT TOWER 1000VA/900W, 120V, 38 MIN RUNTIME SOFT
1	DSLOGITECHZ130	LOGITECH Z130 SPEAKERS
2	CLN1868	2930F 24-PORT SWITCH
2	CLN1866	FRU: 1M DAC CABLE
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL
1	F4543	SITE MANAGER BASIC
1	VA00874	ADD: AUX I-O SERV FW CURR ASTRO REL
1	V266	ADD: 90VAC TO 260VAC PS TO SM
3	V592	AAD TERM BLCK & CONN WI
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00719AA	ADD: ASTRO SYSTEM RELEASE 2019.2
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	X153AW	ADD: RACK MOUNT HARDWARE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	BVN1013	MKM 7000 Console Alias Manager Software
1	DSGXTR13501031	UPS, GXT RACKMOUNT 1500VA/1350W, 31 MIN RUNTIME, 120V
1	TRN7343	SEVEN AND A HALF FOOT RACK
1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA
1	DS1101990	SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56
3	BLN6200	AC POWER STRIP, 6 OUTLET
1	L30URS9PW1 N	ALL BAND CONSOLETTE
L	<u>I</u>	I

G361	ENH: P25 TRUNKING SOFTWARE APX
G806	ADD: ASTRO DIGITAL CAI OPERATION
G51	ENH: SMARTZONE OPERATION APX
G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
G843	ADD: AES ENCRYPTION APX
L999	ADD: FULL FP W/05/KEYPAD/CLOCK/VU
G90	ADD: NO MICROPHONE NEEDED
CA01598	ADD: AC LINE CORD US
G78	ADD: 3Y ESSENTIAL SERVICE
HKN6184C	CABLE CH, PROGRAMMING,USB
HKN6233C	APX CONSOLETTE RACK MOUNT KIT
	G806 G51 G298 G843 L999 G90 CA01598 G78 HKN6184C

3.3 MOTOTRBO MOBILES

QTY	NOMENCLATURE	DESCRIPTION
2	AAM28JNC9KA1_N	XPR2500 MOTOTRBO Mobile Radio

3.4 DISPATCH CENTER SPARES

QTY	NOMENCLATURE	DESCRIPTION
1	TT3492	Z2 G4 MINI WORKSTATION NON RETURNAB
1	B1952	SPEAKER, DESKTOP, USB
1	CA03405AA	ADD: POWER SUPPLY WITH DC CORD
1	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA
1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
1	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	T8492	SITE ROUTER & FIREWALL- AC
1	CA03445AA	ADD: MISSION CRITICAL HARDENING
1	CA03448AA	ADD: STATEFUL FIREWALL

3.5 MPLS LAYER 3 SITE LINKS

QTY	NOMENCLATURE	DESCRIPTION
3	DSMW3HE06791AA	SAR-8 SHELF V2
6	DSMW3HE02774AB	CONTROL SWITCH MODULE V2 (CSMV2) 48V
3	DSMW3HE02784MA	SAR RELEASE 9.0 BASIC OS LICENSE
3	DSMW3HE06792EA	FAN MODULE (SAR-8 SHELF V2) EXT TEMP -48VDC
6	DSMW3HE11473AK	PMC CARD W/ 4 GIG-E SFP BUNDLE (1) 3HE02782AA PMC, (4) SHE11904AA



		SFP
6	DSMW3HE05837BA	7705 AC POWER CONVERTER PIGTAIL - O-RING
6	DSMW3HE05838AA	250W 120/240V AC POWER CONVERTER
3	DSMW3HE02775AB	16 PORT T1/E1 ASAP CARD V2 (-48/+24 VDC)
3	DSMW3HE03394AA	32 PORT T1/E1 RJ45 PANEL
3	DSMW3HE03397AA	T1/E1 CABLE FOR DISTRIBUTION PANEL 1M
3	DSMW3HE03401AA	IPD SYNCHRONIZATION Y- CABLE
3	DSMW3DB05850AA	SYNCH CABLE, 1M

3.6 PTP LINK FROM JACKSON CNTY TO CITY HALL (KCMO)

QTY	NOMENCLATURE	DESCRIPTION
12	DS01010419001	CABLE GROUNDING KITS FOR 1/4 INCH AND 3/8 INCH CABLE
6	DS07009304001	HOISTING GRIP FOR CNT-400 CABLE
1	DS30010195001	50 OHM BRAIDED COAXIAL CABLE - 500 METER
2	DSC000082M004A	PTP 820G, DUAL MODEM, ETH ONLY
2	DSC180082R029A	PTP 820 RFU-C,18GHZ,TR1560,CHF,HI,19259-19710MHZ
2	DSC180082R030A	PTP 820 RFU-C,18GHZ,TR1560,CHF,LO,17699-18150MHZ
4	DSN000081L006A	TNC MALE RIGHT ANGLE FOR CNT-400 BRAIDED CABLE
2	DSN000082L028A	PTP 820G ACT.KEY - 2ND MODEM ACTIVATION
4	DSN000082L124A	PTP 820 ACT.KEY - CAPACITY 200M
2	DSN180082D052A	PTP 820 2FT ANT,SP,18GHZ,RFU-C TYPE&UBR220 - RADIOWAVE
2	DSN180082L046A	PTP 820 RFU-C 18GHZ COUPLER KIT
2	DSN180082L049A	PTP 820 RFU-C 18GHZ TWIST ADAPTOR KIT
4	ADSWB3616H	COAXIAL CABLE INSTALLATION ASSEMBLY KITS (W/O SURGE ARRESTOR)
4	DSWB3657A	LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE)
2	DSPSVC2E2R	FLATPACK (2) RECTIFIERS, INT BREAKER PANEL, (7) BREAKERS, AC CORD

3.7 PTP SPARES

QTY	NOMENCLATURE	DESCRIPTION
1	DSC000082M004A	PTP 820G, DUAL MODEM, ETH ONLY
1	DSC180082R029A	PTP 820 RFU-C,18GHZ,TR1560,CHF,HI,19259-19710MHZ
1	DSC180082R030A	PTP 820 RFU-C,18GHZ,TR1560,CHF,LO,17699-18150MHZ
1	DSN000082L028A	PTP 820G ACT.KEY - 2ND MODEM ACTIVATION
1	DSN000082L124A	PTP 820 ACT.KEY - CAPACITY 200M
1	DSWB3657A	LPU END KIT PTP800 (1 KIT REQUIRED PER COAXIAL CABLE)
1	DSPSVC2E2R	FLATPACK (2) RECTIFIERS, INT BREAKER PANEL, (7) BREAKERS, AC CORD

3.8 RECORDER

QTY	NOMENCLATURE	DESCRIPTION
1	TT3290	SINGLE TELEPHONY RECORDER BASE BUNDLE
25	TT06303AA	ADD: PROFESSIONAL RECORDING CHANNEL
2	DDN2681	HP 2TB 6G SAS HDD FOR GEN10 ML350 OR DL380
1	DDN2521	MS SQL 2016 64 BIT SERVER CLIENT ACCESS LICENSE
4	DDN2522	MS SQL 2016 64 BIT USER CLIENT ACCESS LICENSE
1	DDN2523	MYSQL SERVER LICENSE STANDARD EDITION
2	DDN2487	ANALOG DIGITAL TRUNK FULL LENGTH PCI E INTERFACE BOARD WITH NO
		CABLE
1	DDN2663	NICE INFORM 9 CHANNEL FLAG
2	DDN2502	CONNECTION CABLE 10M FOR ANALOG DIGITAL CARDS

3.9 (QTY 118) SHERIFF DEPARTMENT APX 6000 PORTABLE RADIOS

QTY	NOMENCLATURE	DESCRIPTION
118	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE
118	Q806	ADD: ASTRO DIGITAL CAI OPERATION
118	H38	ADD: SMARTZONE OPERATION
118	Q361	ADD: P25 9600 BAUD TRUNKING
118	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
118	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTION
118	Q629	ENH: AES ENCRYPTION AND ADP
118	WARRANTY	ADD: 5Y ESSENTIAL SERVICE
118	PMNN4485	BATT IMPRES 2 LIION R IP68 2550T
118	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
118	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER

3.10 (QTY 98) SHERIFF DEPT APX 6500 REMOTE MOUNT MOBILE RADIOS WITH E5 CONTROL HEADS

QTY	NOMENCLATURE	DESCRIPTION
98	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ
98	G806	ADD: ASTRO DIGITAL CAI OPERATION
98	G51	ENH: SMARTZONE OPERATION APX6500
98	G361	ENH: P25 TRUNKING SOFTWARE APX
98	GA01670	ADD: APX E5 CONTROL HEAD
98	G444	ADD: APX CONTROL HEAD SOFTWARE
98	G67	ADD: REMOTE MOUNT MID POWER

98	G174	ADD: ANT 3DB LOW-PROFILE 762-870
98	W22	ADD: STD PALM MICROPHONE APX
98	B18	ADD: AUXILIARY SPKR 7.5 WATT
98	G628	ADD: REMOTE MOUNT CBL 17 FEET
98	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
98	WARRANTY	ADD: 5Y ESSENTIAL SERVICE
98	G843	ADD: AES ENCRYPTION APX AND ADP
98	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY

3.11 (QTY 2) SHERIFF DEPT APX 6500 REMOTE MOUNT MOBILE RADIOS WITH O3 CONTROL HEADS

QTY	NOMENCLATURE	DESCRIPTION
2	M25URS9PW1BN	APX6500 ENHANCED 7/800 MHZ
2	G806	ADD: ASTRO DIGITAL CAI OPERATION
2	G51	ENH: SMARTZONE OPERATION APX6500
2	G361	ENH: P25 TRUNKING SOFTWARE APX
2	G72	ADD: APX O3 HANDHELD CH
2	G444	ADD: APX CONTROL HEAD SOFTWARE
2	G67	ADD: REMOTE MOUNT MID POWER
2	G174	ADD: ANT 3DB LOW-PROFILE 762-870
2	G90	ADD: NO MICROPHONE NEEDED
2	B18	ADD: AUXILIARY SPKR 7.5 WATT
2	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
2	WARRANTY	ADD: 5Y ESSENTIAL SERVICE
2	G843	ADD: AES ENCRYPTION APX AND ADP
2	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY

3.12 (QTY 2) SHERIFF DEPT APX 4500 CONTROL STATIONS

QTY	NOMENCLATURE	DESCRIPTION
2	M22URS9PW1BN	APX4500 ENHANCED 7/800 MHZ
2	QA02756	ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM
2	GA00804	ADD: APX O2 CONTROL HEAD
2	G444	ADD: APX CONTROL HEAD SOFTWARE
2	G66BF	ADD: DASH MOUNT O2 APXM
2	G89	ADD: NO RF ANTENNA NEEDED
2	W382	ADD: CONTROL STATION DESK GCAI MIC
2	G142	ADD: NO SPEAKER NEEDED
2	G91	ADD: CONTROL STATION POWER SUPPLY
2	W665	ADD: CONTROL STATION OPERATION

2	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED
2	WARRANTY	ADD: 5Y ESSENTIAL SERVICE
2	G298	ENH: ASTRO 25 OTAR W/ MULTIKEY
2	G843	ADD: AES ENCRYPTION APX AND ADP

3.13 (QTY 170) DEPARTMENT OF CORRECTIONS APX 4000 PORTABLE RADIOS

QTY	NOMENCLATURE	DESCRIPTION
170	H51UCF9PW6 N	APX 4000 7/800 MHZ MODEL 2 PORTABLE
170	QA02756	ENH: 3600 OR 9600 TRUNKING BAUD SIN
170	H869	ENH: MULTIKEY
170	Q629	ENH: AES ENCRYPTION AND ADP
170	WARRANTY	ADD: 5Y ESSENTIAL SERVICE
170	QA01833	EXTREME NOISE REDUCTION
170	NNTN8128BR	BATT IMP STD LI ION 1900M 2000T
30	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA
24	PMPN4284A	CHARGER DESKTOP MULTI-UNIT IMPRES 2 1 DISPLAY EXT PS 100-240VAC
24		US/NA
170	PMMN4065AL	MICROPHONE,IMPRES RSM, IP57

3.14 (QTY 35) PARKS DEPARTMENT APX 6000 PORTABLE RADIOS

QTY	NOMENCLATURE	DESCRIPTION
35	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE
35	Q806	ADD: ASTRO DIGITAL CAI OPERATION
35	H38	ADD: SMARTZONE OPERATION
35	Q361	ADD: P25 9600 BAUD TRUNKING
35	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTION
35	Q629	ENH: AES ENCRYPTION AND ADP
35	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
35	WARRANTY	ADD: 5Y ESSENTIAL SERVICE
35	PMNN4485	BATT IMPRES 2 LIION R IP68 2550T
35	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
35	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHO

3.15 (QTY 25) PUBLIC WORKS APX 6000 PORTABLE RADIOS

QTY	NOMENCLATURE	DESCRIPTION
25	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE

25	Q806	ADD: ASTRO DIGITAL CAI OPERATION
25	H38	ADD: SMARTZONE OPERATION
25	Q361	ADD: P25 9600 BAUD TRUNKING
25	QA01833	ADD: EXTREME 1-SIDED NOISE REDUCTION
25	Q629	ENH: AES ENCRYPTION AND ADP
25	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
25	WARRANTY	ADD: 5Y ESSENTIAL SERVICE
25	PMNN4485	BATT IMPRES 2 LIION R IP68 2550T
25	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
25	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IP68 REMOTE SPEAKER MICROPHO

3.16 (QTY 15) HEALTH INSPECTORS APX 6000 PORTABLE RADIOS

QTY	NOMENCLATURE	DESCRIPTION
15	H98UCF9PW6BN	APX6000 700/800 MODEL 2.5 PORTABLE
15	H38	ADD: SMARTZONE OPERATION
15	Q361	ADD: P25 9600 BAUD TRUNKING
15	Q498	ENH: ASTRO 25 OTAR W/ MULTIKEY
15	Q629	ENH: AES ENCRYPTION AND ADP
15	Q806	ADD: ASTRO DIGITAL CAI OPERATION
15	WARRANTY	ADD: 5Y ESSENTIAL SERVICE
15	QA09006	ADD: ADAPTIVE NOISE SUPPRESSION
15	PMNN4485	BATT IMPRES 2 LIION R IP68 2550T
15	PMMN4099CL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE, IP68 REMOTE
SPEAKER MICROPHO		SPEAKER MICROPHO
15	NNTN8860A	CHARGER, SINGLE-UNIT, IMPRES 2, 3A, 115VAC, US/NA
15	PMLN7904A	LEATHER CARRY CASE WITH D-RINGS AND 2.75" SWIVEL BELT LOOP

3.17 (QTY 178) SHERIFF, PUBLIC WORKS, & PARKS DEPARTMENT APX 6000 CARRYING CASE

QTY	NOMENCLATURE	DESCRIPTION	
178	PMLN7904A	LEATHER CARRY CASE WITH D-RINGS AND 2.75" SWIVEL BELT LOOP	

3.18 KVL 5000

QTY	NOMENCLATURE	DESCRIPTION	
1	T8476B	KVL 5000	
1	CA00182AW	ADD: AES ENCRYPTION SOFTWARE	
1	CA03358AA	ADD: ASTRO 25 MODE	
1	CA03467AA	ADD: NORTH AMERICA MICRO USB CHARGER 100/240V	

1	X423AG	ADD: DES/DES-XL/DES-OFB ENCRYPTION
1	CA00243AJ	ADD: ADP PRIVACY
1	DQUUSBOTG	STARTECH.COM 5IN MICRO USB TO USB OTG HOST ADAPTER M/F - USB ADPT
1	HKN6182B	CABLE KEYLOADING ADAPTER CGAI
1	WPLN6904A	KEYLOAD CABLE FOR APX7000
1	TKN8531C	CABLE FOR RNC, DIU MGEG
1	PMKN4013C	PROGRAMMING, TEST & ALIGNMENT CABLE
1	CB000262A01	CABLE,MICRO USB PROGRAMMING CABLE

3.19 AES AND MULTIKEY FLASHPORT UPGRADES

QTY	NOMENCLATURE	DESCRIPTION
1	T8012	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING
1	G298AU	ADD: ENCRYPTION P25 AND MDC OTAR
1	UA00083AA	ADD: SOFTWARE LICENSE ONLINE DELIVERY
1	T7697	DIGITAL SMARTZONE
4	G298AV	ENH: ASTRO 25 OTAR W/ MULTIKEY
1	T7697	DIGITAL SMARTZONE
1	G298AV	ENH: ASTRO 25 OTAR W/ MULTIKEY
1	T7936	APX UCM UPGRADE CD
1	CA00182AR	ADD: AES ENCRYPTION SOFTWARE
1	T7936	APX UCM UPGRADE CD
12	CA00182AR	ADD: AES ENCRYPTION SOFTWARE
1	T8012	9600 OR 3600 SINGLE SYSTEM DIGITAL TRUNKING
23	G298AU	ADD: ENCRYPTION P25 AND MDC OTAR
1	T7936	APX UCM UPGRADE CD
24	CA00182AR	ADD: AES ENCRYPTION SOFTWARE
1	T7697	DIGITAL SMARTZONE
1	G298AV	ENH: ASTRO 25 OTAR W/ MULTIKEY

3.20 CONSOLE AES UPGRADES

QTY	NOMENCLATURE	DESCRIPTION
1	T8063	ENCRYPTION FIRMWARE
4	CA00182AB	ADD AES

SECTION 4

IMPLEMENTATION PLAN

Motorola Solutions' approach to successfully implementing Jackson County's project will control risk, schedule, and costs from contract signing through post-implementation.

For Jackson County's system implementation, Motorola Solutions will bring together a local team of engineers, system technologists, subject matter experts, and qualified subcontractor personnel, all under the direction of an experienced Project Manager who will have overall responsibility for the project. The combined strengths of the Motorola Solutions' project team will enable us to successfully balance Jackson County's project schedule and technical/budgetary requirements. Motorola Solutions' project team for Jackson County's implementation will include, but may not be limited to, the key personnel listed in Table 4-1 below.

Table 4-1: Motorola Solutions Project Team

Table 4-1. Motoroia Solutions 1 Toject Team			
Project Team Member	Core Competencies		
Project Manager	Manages the entirety of the project from start to completion, as defined in the contract. The Project Manager will be the single point-of-contact for all items related to the contract and will serve as the official communication between Jackson County's Project Manager and Motorola Solutions.		
Systems Engineer	Ensures the technical integrity and functionality of the system design. The Systems Engineer will serve as the technical point-of-contact for Jackson County.		
System Technologist	Tests and optimizes the system to ensure it performs as designed. The System Technologist leads a team of technologists responsible for planning, installing, configuring, testing, and cutover efforts, while also providing diagnostic and troubleshooting expertise for the operational system.		
Account Manager	Addresses the needs that arise from daily operations, as well as issues resulting from system implementation.		
Customer Support Manager	Coordinates support resources, such as issue resolution and escalation, to ensure optimal quality-of-service (maintenance) delivery.		

The project team will work with Jackson County's personnel to establish a project schedule that tracks tasks, milestones, start-end dates, predecessors and critical path, and owners based on a Work Breakdown Structure (WBS). The project schedule will guide the implementation through each phase, as shown in Figure 4-1 below.



Figure 4-1: Work Structure Breakdown Diagram

4.1 SUPPORT AND SERVICES

Motorola Solutions will provide Jackson County with a suite of system support and services designed to maximize network uptime during the warranty. This warranty will begin on the date of system acceptance, and will continue for 12 months from that date on a 24/7 basis. During this time, Motorola Solutions will repair any unit or component of the communications system that becomes defective through normal use or that fails because of defective materials or workmanship, without charge to Jackson County.

In addition to Motorola Solutions' Standard Warranty, Motorola has proposed 4 additional years of the Advanced Plus Services and SUAII package as part of this solution. With this package, Jackson County will receive quick response to network issues from Motorola Solutions' qualified technicians who analyze and diagnose the system and deliver routine maintenance. Our expert service teams help mitigate downtime and ensure reliable network connectivity.

For a full description of the services provided, please refer to the Support Plan.

4.2 PROJECT SCHEDULE

A final project schedule will be developed based upon mutual agreement between Motorola Solutions and Jackson County at the Detailed Design Review (DDR). The dates for the installation and activation are highly dependent on the actual completion dates of tasks associated with site acquisition, R56 upgrades, installation, cabling and providing unobstructed cable routes. The biggest drivers for project schedule are site acquisition (including lease/NTP, permitting, zoning, NEPA, SHPO, etc.) and tower readiness (including structural analysis and remediation/construction) where applicable.

4.3 ACCEPTANCE TEST PLAN

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that Jackson County's solution will operate according to its design, and increase the efficiency and

accuracy of the final installation activities. A detailed FATP will be developed and finalized during project implementation.

4.4 ASSUMPTIONS

Motorola Solutions has made several assumptions in preparing this project for Jackson County.

- All RF sites have enough space in the existing racks to add the proposed equipment.
- All RF sites have open ports on the Combiner and Multicoupler to add the additional channels.
- Frequencies used for the additional channels need to be 150 kHz apart from the rest of the transmitters on the combiner and free of intermodulation.
- Adequate bandwidth is available at the site to support the additional equipment using the existing backhaul to the MARRS Core
- Assume the existing antennas and line can be reused and are in good working condition.
- Any site/location upgrades or modifications are the responsibility of the Jackson County or the site owner.
- All sites are DC Powered.
- All existing sites or equipment locations will have adequate electrical power and site grounding suitable to support the requirements of the system described.
- Upgrading the existing gateways is not included in this proposal.
- All existing sites meet R56 standards.
- No performance bond has been included in this quote.
- Approved local, State, or Federal permits as may be required for the installation and operation of the proposed equipment, are the responsibility of Jackson County.
- The new GTR 8000 Base Stations will interface to the existing timing source using the same connection as the existing ESS Rack Repeaters.
- A port on the TRAK 9100 DDM Card is available for each additional GCM 8000 Comparator at the prime site.
- Customer can provide a complete list of existing subscriber model numbers and FLASHcodes which are needed upon ordering flash upgrade kits.
- MOTOTRBO radios can be linked to the MCC7500E console via a CCGW, however, the Unit IDs will not be provided.
- Jackson County will provide adequate floor space for new equipment.
- A quantity of (1) CCGW will provide for all of Jackson County's local conventional resources
- Jackson County Corrections facility will allow for PTP microwave dish to be mounted in a location such that clear line of sight to Kansas City, City Hall building is achievable
- The existing microwave links will be reused and are currently capable of Ethernet operation and are in good working condition.
- No Coverage testing or guarantee has been included in this proposal.
- Rack space is available for the new recording equipment.



4.5 STATEMENT OF WORK

Motorola Solutions has made several assumptions in preparing this project for Jackson County.

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer	
PROJECT INITIATION			
Contract Finalization and Team Creation			
Execute contract and distribute contract documents.	Х	Х	
Assign a Project Manager as a single point of contact.	Х	Х	
Assign resources.	Х	Х	
Schedule project kickoff meeting.	Х	Х	
Deliverable: Signed contract, defined project team, and	d scheduled project kick	off meeting.	
Project Administration			
Ensure that project team members attend all meetings relevant to their role on the project.	Х	Х	
Record and distribute project status meeting minutes.	X		
Maintain responsibility for third-party services contracted by Motorola Solutions.	Х		
Complete assigned project tasks according to the project schedule.	Х	X	
Submit project milestone completion documents.	X		
Upon completion of tasks, approve project milestone completion documents.		Х	
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	×		
Deliverable: Completed and approved project mile	estones throughout the	project.	
Project Kickoff			
Introduce team, review roles, and decision authority.	X	Х	
Present project scope and objectives.	Х		
Review SOW responsibilities and project schedule.	Х	Х	
Schedule Design Review.	Х	Х	
Deliverable: Completed project kickoff and scheduled Design Review.			
Design Review			
Review the Customer's operational requirements.	Х	Х	



Tasks	Motorola Solutions	Customer
Present installation plan.	Х	
Present preliminary cutover plan and methods to document final cutover process.	X	
Present configuration and details of sites required by system design.	Х	
Validate that Customer sites can accommodate proposed equipment.	X	X
Provide approvals required to add equipment to proposed existing sites.		X
Review safety, security, and site access procedures.	X	
Finalize site development plan.		X
Present equipment system design drawings.	X	
Provide backhaul performance specifications and demarcation points.	Х	
Provide heat load and power requirements for new equipment.	X	
Provide information on existing system interfaces.		X
Provide frequency and radio information for each site.		X
Assume liability and responsibility for proving all information necessary for complete installation.		Х
Assume responsibility for issues outside of Motorola Solutions' control.		X
Provide FCC coordination services for licensing 2 additional 800 MHz Channels for the Independence, MO 8-Site 800 MHz Simulcast System.	X	
Search for the desired number of additional licensable frequencies required to meet all capacity needs.	X	
Create Region Planning Committee interference studies and applications and walk them through the Region Planning Process if necessary.	Х	
Complete required number of 601 forms via Spectrum Watch or Radio Forms	Х	
Provide System technical data required for completing complete FCC Licensing application(s)	Х	
Ensure that frequency availability and licensing meet project requirements, and pay licensing and frequency coordination fees.		Х
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Provide existing microwave links capable of Ethernet operation and in good working condition.		Х
Provide minimum acceptable performance specifications for customer provided hardware, software, LAN, WAN and internet connectivity.	x	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	Х	

Tasks	Motorola Solutions	Customer
Deliverable: Finalized design documentation based upon "frozen" documentation.	design, along with any rele	evant Change Order
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide		Х
entry to sites identified in the project design documentation.		
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without		X
assistance from other equipment. Where applicable, obtain site licensing and permitting, including		
site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		Χ
Deliverable: Access, permitting, and licensing necessary to	o install system equipment	at each site.
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		Х
Provide the R56 requirements for space, power, grounding,	Х	
HVAC, and connectivity requirements at each site. Provide adequate electrical power in proper phase and voltage		
at sites.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		Х
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.	Х	
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		Х
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		Х
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	Х	Х
Ensure that each site meets the R56 standards for space,		Х
grounding, power, HVAC, and connectivity requirements.		
Conduct one three-point ground resistance test of each new PTP site.	X	
Prepare and submit Electromagnetic Energy (EME) plans for the site (as licensee) to demonstrate compliance with FCC RF Exposure Guidelines.		Х
Prepare a lease exhibit and sketch of each site showing the proposed lease space and planned development at that site.		Х
Prepare site construction drawings showing the layout of new and existing equipment.		Х
Review and approve site construction drawings.		Х
Obtain the permits needed to complete site development,		Х



Tasks	Motorola Solutions	Customer
including electrical, building, and construction permits.		
Pay for application fees, taxes, and recurring payments for lease/ownership of property.		Х
Ensure that required rack space is available for installation of the new equipment.		Х
Deliverable: Information and permitting requiren	nents completed at each s	site.
General Facility Improvements		
Provide adequate HVAC, grounding, lighting, cable routing, and surge protection based upon Motorola Solutions' Standards and Guidelines for Communication Sites (R56)		Х
Provide adequate backup power sources (i.e. UPS, Generator) at each job site. Exception: Motorola has included a UPS for the new console and backroom console network equipment.		Х
Ensure the resolution of environmental and hazardous material issues at each site including, but not limited to, asbestos, structural integrity (tower, rooftop, water tank, etc.), and other building risks.		X
Ensure that electrical service will accommodate installation of system equipment, including isolation transformers, circuit breakers, surge protectors, and cabling.		Х
Provide obstruction-free area for the cable run between the demarcation point and system equipment.		Х
Provide structure penetrations (wall or roof) for transmission equipment (e.g. antennas, microwave radios, etc.).		X
Supply interior building cable trays, raceways, conduits, and wire supports.		X
Pay for usage costs of power and generator fueling, both during the construction and installation effort, and on an ongoing basis.		Х
Provide one-time mobilization of construction crews.		X
Transport removed site equipment to a location designated by Customer and within Customer's jurisdiction.		X
If, for any reason, any of the sites, buildings or antenna structures cannot be utilized due to reasons beyond Motorola Solutions' control, the costs associated with site changes or delays including, but not limited to, re–engineering, frequency re–licensing, site zoning, site permitting, schedule delays, site abnormalities, re–mobilization, etc., will be paid for by Jackson County and documented through the change order process.		X
Deliverable: Sites meet physical requirements	for equipment installation	n.
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	Х	
Procure non-Motorola Solutions equipment necessary for the system.	Х	



Tasks	Motorola Solutions	Customer
Deliverable: Equipment procured and	ready for shipment.	
Equipment Shipment and Storage		
Provide secure environmentally controlled location for solution equipment.		Х
Pack and ship solution equipment to the identified, or site locations.	Х	
Receive solution equipment.		X
Inventory and inspect solution equipment.	x	
Deliverable: Solution equipment received a	nd ready for installation	
General Installation		
Deliver solution equipment to installation location.	Х	
Coordinate receipt of and inventory solution equipment with designated contact.	х	
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	
Provide System Integration resources to reconfigure and optimize the existing backhaul links for Ethernet operation.	Х	
Provide system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links, or other types of connectivity.		X
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.	X	
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment.		Х
Install two (2) 7/800MHz channels to Independence 's existing eight (8) site simulcast ASTRO 25 radio system. Each new channel (GTR8000) will be installed in one of the existing ESS racks and DC wiring hooked up to existing DC power plant. Install two (2) GCM8000 Trunking Comparators at Prime Site and hook to existing UPS AC power.	X	
Install control stations at Jackson County Sheriff's office and Jackson County Department of Corrections	Х	
Install Point to Point Link on top of facility.	X	
Install Point to Point Link on top of Kansas City City Hall building and run cable into the radio room. Wire new link to microwave demux for connectivity.	Х	
Install Radio cabinet in JCCF penthouse radio room.	X	
Supply, install and mount low gain 800MHz omni antenna for P25 backup radio.	Х	



Tasks	Motorola Solutions	Customer
Supply and install 500' of single mode fiber down stairwell	Motorola Solutions	Gustomei
using existing, pre-drilled holes from penthouse to dispatch.	X	
Connect installed equipment to the provided ground system.	X	
Label equipment, racks, and cables.	Х	
Perform preliminary audit of installed equipment to ensure compliance with requirements and R56 standards.	Х	
Note any required changes to the installation for inclusion in the "as-built" system documentation.	Х	
Remove, transport, and dispose of old equipment.	X	
Deliverable: Equipment in	stalled.	
ASTRO 25 Core and Remote Site Installation and Configuration	on	
Install fixed equipment contained in the equipment list and system description.	х	
Provide adequate backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		Х
Configure ASTRO 25 system to support the new RF channels.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment.	х	
Integrate the RF sites into the system to ensure proper operation.	×	
Console Installation and Configuration		
Load licenses onto MARRS Core	Х	
Deliver and install console equipment in customer provided equipment floor/desktop space.	Х	
Connect console to circuit demarcation points.	X	
Install PC workstation w/ keyboard and mouse, and monitor.	Х	
Install a Voice Processor Module (VPM) and purchased peripheral console equipment in accordance with R56 standards and state/local codes.	х	
Develop templates for console programming.	Х	
Program and install back-up consolette and connect to existing antenna and line	Х	
Prepare equipment for final acceptance testing with customer.	X	
Deliverable: Console equipment insta	allation completed.	
NICE Recorder (Replace Existing Logger with NIR9 Logger) I	nstallation and Config	uration
Deliver and install recorder equipment in customer provided equipment rack space.	Х	
Connect recorder to existing circuit demarcation points.	Х	



Tasks	Motorola Solutions	Customer
Tech Implementation: First Recording System, up to 48 audio channels.	Х	
Existing Logger to Remain Online for Legacy Audio Search and Playback.	X	
Prepare equipment for final acceptance testing with customer.	Х	
Deliverable: Logger equipment insta	llation completed.	
Mobile Radio Installation and Programming		
Provide list of subscriber IDs for loading into the Zone Controller.		X
Load new subscriber IDs in the Zone Controller.	Х	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Develop and approve prototypes for each type of mobile installation.		Х
Test features and functionalities of the mobile templates.	Х	
Program the mobile radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. This proposal includes the initial programming as well as the "second touch" programming that will be required when the MARRS region moves to AES encryption.	Х	
Provide adequate number of vehicles for installations according to the project/installation schedule.		X
Install all the mobiles in the vehicles, as identified in the equipment list, and according to the installation schedule.		X
Permanently mount the antennas on each vehicle according to the approved prototype, appropriate for the vehicle type. Install the antennas close to the same location as the existing antennas, where practical, in vehicles that already have antennas installed. If applicable, plug the old antenna hole with an appropriate rubber plug.	х	
Install the antennas on the roof, where practical, on the new antenna installations. If mobile antenna cannot be installed on the roof, determine an alternative location.		Х
Remove the existing mobiles from the vehicle at the time of installation of the new radios		X
Prior to subscriber flash upgrade, perform all appropriate preventative maintenance on the subscriber radios, including calibration and tuning to ensure the radios are operating within manufacturer's specifications.		Х
Include radio flashing process.	X	
Deliverable: Mobile radios installe	d and accepted	
Portable Radio Programming and Distribution		
Provide list of subscriber IDs for loading into the Zone Controller.		Х
Load new subscriber IDs in the Zone Controller.	Х	

Tasks	Motorola Solutions	Customer	
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		Х	
Pass all features and functionalities of the portable radio template.	х		
Program test portable radios with each template version and activate them on the system.	х		
Program the portable radios identified in the equipment list in accordance with the programming templates, client software, and fleetmap. A "one-time only" programming is included in the project pricing.	Х		
Deliver portable radios to authorized Customer personnel and inventory upon receipt.	X		
Acknowledge receipt of portable radios and accessories and verify proper operation of a sampling of delivered portable radios.		Х	
Distribute portable radios to end users.	X		
Deliverable: Portable radios accepte	d and distributed.		
SYSTEM OPTIMIZATION AND TESTING			
Control Station Installation and Programming			
Provide list of subscriber IDs for loading into the Zone Controller.		X	
Load new subscriber IDs in the Zone Controller.	×		
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		Х	
Program the control stations with approved programming template.	Х		
Install control stations in customer provided desktop space and according to the installation schedule. Connect to existing antenna and lines.		X	
Remove the existing mobiles from the vehicle at the time of installation of the new radios		X	
Prior to subscriber flash upgrade, perform all appropriate preventative maintenance on the subscriber radios, including calibration and tuning to ensure the radios are operating within manufacturer's specifications.		X	
Include radio flashing process.	X		
Deliverable: Mobile radios installe	d and accepted		
R56 Site Audit			
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	Х		
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	Х		
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.			

Infrastructure and Equipment Upgrade

Tasks	Motorola Solutions	Customer
Electromagnetic Interference (EMI) Analysis		
Perform EMI analysis for the Motorola Solutions-supplied equipment. Note: Motorola Solutions is only responsible for interference caused by Motorola Solutions-provided transmitters to the Motorola Solutions-provided receivers. Should the proposed equipment experience interference, Motorola Solutions can be contracted to investigate the source and recommend solutions to mitigate the issue. Resolve any interference caused by equipment not supplied by	Х	X
Motorola Solutions. Deliverable: EMI analysis co	l l ompleted.	
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	Х	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	Х	
Deliverable: Completion of Systen	n Optimization.	
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	Х	
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	Х	
Resolve any minor task failures before Final System Acceptance.	Х	
Document the results of the acceptance tests and present for review.	х	
Review and approve final acceptance test results.		X
If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	Х	
Deliverable: Completion of functional testing a	and approval by Customer	
PROJECT TRANSITION		
Training		



Tasks	Motorola Solutions	Customer
Finalize schedule for training coursework. See Training section for additional information (i.e. classes, curriculum, prereq)	Х	
Install and prepare equipment for training.	X	
Provide adequately sized and equipped (i.e. chairs, desktop, equipment power) training facility.		Х
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan. Note: Regarding NICE Recorder Training: 1/2 day / 4 hour NICE Inform refresher training - for users previously trained on NICE Inform. Up to 6 students. Delivered remotely by default. Agenda to be defined by the customer.	Х	
Attend proposed training classes.		X
Deliverable: Training coursewor	k completed.	
Cutover		
Finalize Cutover Plan.	X	Х
Calibrate and tune existing mobile and portable radios to ensure good working order.		X
Provide Motorola Solutions with user radio information for input into the system database and activation, as required.		Х
Provide programming of user radios and related services (i.e. template building, re-tuning, testing and installations), as needed, during cutover period.		Х
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	х	
Complete the process of defining, documenting (drawings, equipment list, manuals), and acquiring Jackson County's approval of system programming and configuration for the upgrade. The intent is to minimize the time the simulcast subsystem is down and operating at reduced capacity.		
 The suggested cutover plan is as follows: MPLS routers will be installed in parallel with the existing equipment and then cutover 	X	
The specific cutover plan will be discussed by the post-sale team during the implementation process.		
Notify the personnel affected by the cutover of the date and time planned for cutover.		Х
Provide ongoing communication with users regarding the project and schedule.	Х	Х
Cut over users and ensure that user radios are operating on system.		Х
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	Х	



Tasks	Motorola Solutions	Customer
Assist Motorola Solutions with resolution of identified punchlist		
items by providing support, such as access to the sites,		Χ
equipment and system, and approval of the resolved punchlist		Λ
items.		
Deliverable: Migration to new system completed,	and punchlist items res	olved.
Transition to Warranty		
Review the items necessary for transitioning the project to	Х	
warranty support and service.	^	
Motorola Solutions to provide services during year 1 warranty	X	
which align with the proposed services.	^	
Provide a Customer Support Plan detailing the warranty support	X	
associated with the contract equipment. Participate in the Transition Service/Project Transition Certificate		
(PTC) process.		X
Deliverable: Service information delivered ar	nd approved by Custome	er
Finalize Documentation and System Acceptance		
Provide manufacturer's installation material, part list and other	Х	
related material to Customer upon project completion.	^	
Provide an electronic as-built system manual on CD or other		
Customer preferred electronic media. The documentation will		
include the following:		
Dispatch Site Diagram.		
Dispatch Site Equipment Rack Configuration.		
Structural reports for the two PTP site locations.		
FCC Licensing (copy should be posted at each site too)	X	
Final Functional Acceptance Test Plan Test Sheets and Results.		
- Equipment Inventory List.		
Console Programming Template.		
Maintenance Manuals (where applicable).		
 Technical Service Manuals (where applicable). 		
Drawings will be delivered in Adobe PDF format.		
Receive and approve documentation.		Х
Execute Final Project Acceptance.	Х	Х
Deliverable: All required documents are provided and a	approved. Final Project A	Acceptance.

4.6 TRAINING PLANS

4.6.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC7500 Console Operator and Admin, Console Alias Manager	Dispatch Supervisors	1 (8-hour session)	1 day	Jackson Co	Prior to cutover	3
Utilizing the Interactive End User Tool Kit						
1 training console (Instructor-led)						
MCC7500 Console Operator	Dispatch Operators	3 (4-hour sessions)	1.5 days	Jackson Co	Prior to cutover	6 (2 per session)
console (Instructor-led)						

4.6.2 APX Subscriber Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
APX Portable and APX Mobile Train-the-Trainer (Instructor-led)	Sheriff and Police Radio Trainers	1 (8 hr) Session	1 day	Jackson Co	Prior to training Users	10
APX Portable Train-the-Trainer (Instructor-led)	Public Works Radio Trainers	1 (8 hr) Session	1 day	Jackson Co	Prior to training Users	10

4.6.3 Course Descriptions

4.6.3.1 MCC7500 Console Supervisor / ADMIN

Course Synopsis and Objectives:	This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens.
	After completing this training course, you will be able to: - Understand the menu items and tool bar icons. - Edit folders, multi-select/patch groups, auxiliary input output groups,

	windows and toolbars. - Add/delete folders.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours Operator, plus 4 hours Admin
Participants:	Dispatch Supervisors and System Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	 Introduction Configurations Folders and Resource Setup Customizing Folders Auto Starting the MCC7500 Dispatch Console Editing Preferences Configuring the Toolbar Setting Up Aux IOs Resource Groups

4.6.3.2 MCC7500 Console Operator

Course Synopsis and Objectives:	This course provides participants with an introduction to the dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation. After completing this training course, you will be able to:
	 Perform basic operational tasks of the dispatch console. Utilize the provided job aids to perform specific tasks associated with the console.
	 Understand a high level view of the system configuration. Understand a high-level overview of the customer system configuration. Understand general console operation.
	 Understand proper operating procedures for specific customer features.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators, Supervisors, System Administrators, and Support Personnel
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	 Overview Communicating with Radios Advanced Signaling Features Resource Groups Working with Configurations Working with Aux IOs Troubleshooting

4.6.3.3 MKM7000 Console Alias Manager (CAM)

Course Synopsis and Objectives:	This course provides participants with an introduction MKM7000 feature, its basic operation, recommendations and assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console alias configuration. After completing this course, the participant will be able to understand: A high level view of the system alias configuration A High-level overview of the customer system alias configuration General console alias management requirements Proper operating procedures for the MKM7000
Delivery Method:	ILT – Instructor Led Training
Duration:	4 hours
Participants:	 Dispatch Console Operators Supervisors System Administrators Support Personnel
Class Size:	Class Size may vary by region.
Prerequisite:	None
Curriculum:	 Overview Alias Options Creating Alias Folders Creating Trunked Unit Aliases Creating Conventional Unit Aliases Working with Aux IOs Troubleshooting

4.6.3.4 APX Portable and APX Mobile Train-the-Trainer

Course Synopsis and	This course provides APX radio trainers with an introduction to their		
Objectives:	This course provides APX radio trainers with an introduction to their radio, its basic operation and tailored job aids available for assistance in operation. The learning experience is a mix of facilitation and hands-on activities to help users perform common tasks associated with their radio operation. Segmentation between user groups (i.e. Police, Fire/EMS, and Public Service) is encouraged to help focus instruction on the specific operational issues of the individual user group. This course is geared for customers who have an experienced dedicated training staff in their organization. It provides the customer's identified training personnel with the knowledge and practice applying training techniques that will enable them to successfully train their students. Trainers will use audio visual (Interactive End User Toolkits–iEUTK), facilitation and "hands-on" activities to facilitate learning events supported by tailored or customized training materials and job aides. They will become proficient in discussing common tasks associated with the operation of the customer's radios.		
	After completing the course the participant will be able to:		
	Understand a high-level overview of the customer system		
	configuration		
	 Understand the general radio operation Understand proper operating procedures for specific customer 		
	features		
	Perform basic operational tasks of the radio		
	 Utilize the provided job aids to perform specific tasks associated with the radio 		
Delivery Method:	ILT - Instructor-led training		
Duration:	8 hours		
Participants:	APX Trainers, Supervisors and Support Personnel		
Class Size:	Up to 10		
Prerequisite:	Previous two-way radio and training experience		
Curriculum:	Basics: Controls		
	○ Controls○ Top and Side Buttons		
	o Switches		
	 3 Position toggle 2 Position Concentric 		
	2 Position ConcentricHome key		
	o Data Key		
	o Display o Front Display		
	o Top Display		
	Display light		
	o Intelligent Lighting		

Menu:

- o Menu Screen Anatomy
- Navigating Menu Screen
- o Recent Call List (Model 3.5)

Hub, hang up box (Mobile)

o Unified Call List - Contacts (Model 3.5)

o Push to Talk or Accessory PTT found on the microphone

- o Dual Sided Radio (Model 3.5)
- o Dual Mics
- **Dual Speakers**
- **Accessory Connector**



Infrastructure and Equipment Upgrade

- Specific Features:
 - o Changing Talkgroups/Channels
 - Changing Zones
 - Mute tones of keypad
 - o Talkgroup Call
 - Private Call
 - o Accessing Private Call Feature
 - o Initiating Private Call
 - Call List Programming
 - Announcement/All Call (Calls involving Multiple Talkgroups)
 - Initiating Announcement/All Call
 - o Direct/Talkaround
 - o Failsoft
 - o Radio Profiles
 - o Accessing and changing Radio Profile
- Optional Features:
 - o Scan
 - o Scan program
 - o Priority Scan
 - o Dynamic Priority
 - Telephone Interconnect
 - o Accessing Telephone Interconnect Feature
 - o Initiating a Phone Call
 - o Phone List Programming
- Data Services:
 - o Text Messaging
 - Accessing the Text Messaging Feature
 - Creating a Free Form Text Message
 - o Sending a "Canned " Text Message
 - o GPS
 - o OTAP User Interface
 - o Encryption
 - Emergency



SECTION 5

SUPPORT PLAN

5.1 ADVANCED PLUS SERVICES OVERVIEW

In order to ensure the continuity of Jackson County's network and reduce system downtime Motorola Solutions proposes our Advanced Plus Services offering to the Jackson County. Appropriate for customers who wish to leverage Motorola Solutions' experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and on-site support. The proposed offering consists of the following specific services:

- Service Desk.
- Technical Support.
- Network Event and Monitoring.
- On-site Support.
- Annual Preventative Maintenance.
- Network Hardware Repair with Advanced Replacement.
- Remote Security Patch Installation.
- Network Updates.
- Security Monitoring

These services will be delivered to Jackson County through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within our Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

5.2 ADVANCED PLUS SERVICES DESCRIPTIONS

5.2.1 Centralized Service Delivery

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

Motorola Solutions will provide **Service Desk** response as a single point of contact for all support issues, including communications between Jackson County, third-party subcontractors and manufacturers, and Motorola Solutions. When Jackson County's personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using our Customer Relationship Management (CRM) system. The Service Desk is responsible for documenting Jackson County's inquiries, requests, concerns, and

Infrastructure and Equipment Upgrade

related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

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

The same SSC staff that provide direct telephone support to Jackson County will also provide **Network Event Monitoring** to Jackson County's network in real-time, ensuring continuous management of the system's operational functionality. The SSC's technicians will utilize sophisticated tools to remotely monitor Jackson County's system, often identifying and resolving anomalous events before they might affect user communications.

5.2.2 Field Service Delivery

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

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

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

5.2.3 Network Hardware Repair

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

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



Security Management Operations 5.2.4

The proposed Remote Security Patch Installation Service will provide Jackson County with pretested security updates, pre-tested and remotely installed by Motorola Solutions on Jackson County's system. When appropriate, Motorola Solutions will make these updates available to outside vendors in order to enable them to test each patch, and will incorporate the results of those third-party tests into the updates before installation on Jackson County's network. Once an update is fully tested and ready for deployment in Jackson County's system, Motorola Solutions will remotely install it onto Jackson County's system, and notify Jackson County that the patch has been successfully installed. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website.

5.2.5 Network Updates (a.k.a. SUAII)

With our proposed Network Updates Service, Motorola Solutions commits to sustain Jackson County's ASTRO 25 system through a program of software and hardware updates aligned with the ASTRO 25 platform lifecycle. This comprehensive approach to technology sustainment will ensure that Jackson County has access to the latest available standard features, as well as the opportunity to incorporate optional features through the purchase of hardware and/or software licenses. Updates and expansion of system components will optimize the availability of repair services, and will enable Jackson County to add RF sites, dispatch positions, data subsystems, network management positions, and other elements to increase capacity and processing capability. Motorola Solutions will minimize any interruption to system operation during each network update, with minimal reliance on Jackson County's personnel.

5.2.6 **Security Monitoring**

Increased network activity, reduced performance, and loss in functionality may be symptoms of malicious software intrusion. Motorola Solutions will continuously monitor Jackson County's ASTRO 25 network for attempts to compromise the network. Security Monitoring tools will collect automatic security alerts from network firewalls. Motorola Solutions security professionals will evaluate if that alert indicates there is an active cybersecurity threat. If a potential threat is identified, Motorola Solutions will alert Jackson County.

5.3 MOTOROLA SOLUTIONS' SERVICES CAPABILITIES

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

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

The cornerstone of our customer care process, our Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with

Infrastructure and Equipment Upgrade

Motorola Solutions customers per month, the SSC provides our customers with a centralized contact point for service requests.

5.3.2 On-Site Service through a Field Service Team

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

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

5.3.3 Centralized Repair Management through Motorola Solutions' Repair Depot

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

5.3.4 Direct Access to System Information through MyView Portal

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



Figure 5-1: MyView Portal offers real-time, role-based access to critical system and services information.

5.4 SYSTEM UPGRADE AGREEMENT II (A.K.A NETWORK UPDATES)

In order to keep Jackson County's system current, Motorola offers the System Upgrade Agreement II (SUA II). This is a complete package of hardware, software, and professional services required to update Jackson County's ASTRO 25 system up to once in a two-year period to a level consistent with the latest system release shipping from the factory.

Updates to software (and occasionally) hardware components ensure ongoing availability of repair services support, system expansion (e.g. addition of RF sites, dispatch positions, data sub-systems, or network management positions), and the latest cyber security protection. The SUA II provides a consistent, budgeted solution that delivers complete update coverage while transferring risk associated with integrating future (unknown today) technology to Motorola.

Included features

Features Descriptions	
Incremental Software Enhancements (Bug Fixes)	
Software Release Updates	✓
Hardware Refresh	
Factory-certified integration, testing, and supply chain management of new software (SW) and hardware (HW) components	
Professional implementation services to upgrade your live system	

As system releases become available, Motorola will provide you with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for your ASTRO 25 system.

Hardware updates include version updates and/or replacements for Motorola's field replaceable units (FRU) and third-party networking and computing hardware when required by the software release. Platform migration like replacement of Gold Elite consoles and QUANTAR base radios are not included in this update.

- System releases include commercial OS and application software updates as well as Motorola certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola's personnel at Jackson County's site to execute upgrade.

5.5 APX ESSENTIAL SERVICES OVERVIEW

APX Portables, Mobiles, Control Stations, and Dispatch Consolette

To provide Customer with access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions proposes the Essential tier of our Device Management Services (DMS Essential) for APXTM user radios. DMS Essential provides remote technical support to troubleshoot problems and hardware repair to properly restore Customer's devices.

The proposed offering consists of the following specific services:

- Technical Support.
- Hardware Repair.

The following sections describe the services included with DMS Essential.

5.5.1 Technical Support

Infrastructure and Equipment Upgrade

Motorola Solutions Technical Support personnel will be available to assist with any questions, issues, or problems related to user radios. Technical Support personnel apply leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

5.5.2 Hardware Repair

Hardware Repair provides repair services for user radios damaged by manufacturing defects and normal wear and tear. Repairs are provided by Motorola Solutions, or an authorized Motorola Solutions service repair center, for the length of the contract. The service center tests, repairs, and restores the user radio to original factory specifications. Repair may include updating the user radio's Operating System (OS) software to the latest version supported by the user radio.

The Hardware Repair service adheres to a proven process of analysis and restoration, and the work is backed by a 90-day warranty. User radios covered under this service also receive higher service priority at the repair depot, resulting in quicker repair time.

5.6 PTP BACKHAUL NETWORK

Motorola Solutions System Support Center (SSC) is the first point of contact for our customers that need technical assistance with Point to Point and Point to Multipoint. Motorola Solutions and Cambium Networks technical support teams are able to provide our customer with centralized telephone consultation for issues that require a high level of communications network expertise and troubleshooting capabilities with the assistance of Cambium Networks. The technical support centers are staffed with trained, skilled technologists specializing in the diagnosis and swift resolution of performance issues.

Motorola Solutions is able to provide their Point to Point and Point to Multipoint customers with repair services with the assistance of Cambium Networks. Motorola Solutions offers an All Risk Advance Replacement service for our Point to Point customers. One major benefit of this service is our customers will always be eligible for a replacement unit no matter the condition of the product. The new unit will be shipped out of the warehouse within one business to help meet our customer's needs.

Motorola Solutions Dispatch Service and On Site Infrastructure Response ensure that local, trained, and qualified technicians are dispatched to diagnose and restore your Motorola provided Cambium Networks equipment. Following proven response and restoration processes, the local authorized service center in your area is contacted and a qualified technician is sent to your site. An automated escalation and case management process is followed to ensure that technician site arrival and restoration comply with contracted response and restore times.

Once the issue has been resolved, the Motorola Solutions System Support Center verifies resolution and with your approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

SECTION 6

SERVICE SUPPORT STATEMENTS OF WORK

Provided on the following pages:

- Advanced Plus Statement of Work
- DMS Essential Services Statement of Work

SECTION 1

ASTRO 25 ADVANCED PLUS SERVICES STATEMENT OF WORK

1.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Advanced Plus Services ("Advanced Plus Services") provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Plus Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Plus Services consist of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- Remote Security Update Service.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.
- Security Monitoring.

Each of these elements is summarized below and expanded upon in Section 1.4. In the event of a conflict between the descriptions below and an individual subsection of Section 1.4, the individual subsection prevails.

This Statement of Work ("SOW"), including all of its subsections and attachments is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' <u>Software Support Policy</u> ("SwSP").

Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.



Remote Technical Support

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure operational technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities.

Network Hardware Repair

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

Remote Security Update Service

Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

On-site Infrastructure Response

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

Annual Preventive Maintenance

Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

Network Updates

Periodically updates the Customer's ASTRO 25 system release software, and includes hardware and implementation services necessary to complete the update. With this service, the Customer's system is kept current so that it is prepared to support the latest capabilities.

Security Monitoring

Real-time, continuous ASTRO 25 radio network security elements monitoring by specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions technologists have direct access to Motorola Solutions engineers for rapid resolution.

1.2 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Advanced Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

1.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support



teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

1.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

1.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Plus Services.

1.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.



1.2.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- Network Event Monitoring: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Remote Technical Support: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Network Hardware Repair: Track return material authorizations ("RMA") shipped to Motorola Solutions' repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online
- Remote Security Update Service: View patch history and status of recently completed security updates.
- On-site Infrastructure Response: Manage incidents and view self-service reports.
 Observe incident details by incident priority level, and track the progress of issue resolution.
- Annual Preventive Maintenance: View incident status and details of each annual change request for preventive maintenance, including completed checklist information for the incident.
- Network Updates: View system status overview and software update information.
- Security Monitoring: Manage incidents and view self-service reports. Observe incident details by incident priority level, and track the progress of issue resolution.
- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

1.3 CONNECTIVITY SPECIFICATIONS

The Advanced Plus Services package requires available internet connectivity provided by the Customer. A minimum connection of 2 Mbps is necessary to enable remote monitoring and update services.

1.4 ADVANCED PLUS SERVICES DETAILED DESCRIPTION

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

1.4.1 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer's ASTRO 25 radio network and characterize network events. When



an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents, and initiate a defined response.

1.4.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center ("NOC"). Incidents will be generated automatically based on the criteria shown in Table 1-1.

Table 1-1: Alarm Threshold Rule Options for all Event Types

Standard Threshold	Optional Threshold	
An incident will be triggered if an event fulfills one of the two following criteria:	An incident will be triggered if an event fulfills one of the two following criteria:	
Event occurs 5 times in 30 minutes.	- Event occurs 7 times in 30 minutes.	
Event causes 10 minutes of continuous downtime for a monitored component.	 Event causes 15 minutes of continuous downtime for a monitored component. 	

The CMSO NOC agent assigns a priority level to an incident, then initiates a response in accordance with the Customer Handling Procedure ("CHP"). Depending on the incident, Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open: Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor Escalation and contact information.
- Resolution Incident closure information.
- Site Arrival Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via MyView Portal, including incident management reports. Any specific remediation and action notes from Motorola Solutions' CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite ("SCP-Lite"), which can be accessed through MyView Portal, provides a read only view of the Customer's current service configuration, including site parameters, notification preferences, and dispatch information. If the Customer or Motorola Solutions make changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.



1.4.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 1.5: Priority Level Definitions and Response Times.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

1.4.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 1.4.1.9: Monitored Elements.

1.4.1.4 Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 1.4.1.7: Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutionsowned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 1.4.1.8: Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 1.5: Priority Level Definitions and Response Times.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 1.4.1.6: Customer Responsibilities.
- Create an incident, as necessary. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Provide the Customer with a link to access system configuration info, site info, system notifications, and system notes.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 1.4.1.6: Customer Responsibilities.
- If the Customer's technician designated in the CSP is Mobile OSS ("MOSS") enabled, the incident will be Automatically Dispatched to MOSS. Otherwise, the incident will be sent to the CMSO Service Desk.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

1.4.1.5 Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
 - Motorola Solutions will not monitor any elements outside of the Customer's ASTRO
 25 network, or monitor infrastructure provided by a third party, unless specifically



- stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
- Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.

1.4.1.6 Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").
- Notify the CMSO when the Customer performs any activity that impacts the system.
 Activity that impacts the system may include, but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply
 if it is determined that system faults were caused by the Customer making changes to
 critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring
 for third-party elements provided by the Customer, the Customer agrees to obtain third
 party consents or licenses required to enable Motorola Solutions to provide the
 monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility
 for monitoring needs to be transferred to or from Motorola Solutions, as specified in predefined information provided in the Customer's CSP. An example of a transfer scenario
 is transferring monitoring from Motorola Solutions for network monitoring after normal
 business hours.



- Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with Section 1.5: Priority Level Definitions and Response Times.

1.4.1.7 Connectivity Matrix

Request connectivity eight weeks in advance of service start date.

Table 1-2: Available Connectivity

System Type	Available Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola Solutions
ASTRO® 25	Ethernet	Motorola Solutions

1.4.1.8 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

Table 1-3: Motorola Solutions Owned and Supplied Equipment

Equipment Type	Location Installed	
Firewall/Router	Master Site	
Service Delivery Management Server	Master Site for each Zone	

1.4.1.9 **Monitored Elements**

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This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CSP.

Table 1-4: Monitored Elements

Monitored Elements			
Active Directory	Enrichment Testing	Probe	
Agent	Environmental	QUANTAR	
AIS	ESX	Radio Interface	
AMB	Exit Router	RDM	
Application Server	Firewall	RFDS	
APX Cloud Application	GAS Server	RGU	
ATR	Gateway	RNG	
AUC	Gateway Router	Router	
Backup Server	Gateway Unit	RTU	
Base Radio	GIS Server	SCOM Server	
Call Processor	HSS	Short Data Router	
CAM	Infrastructure (CHI CAM)	Site	



Monitored Elements			
Camera	Install Server	Statistical Server	
CBSD	LAN Switch	Storage Networking	
CCGW	Licensing Service	Switch	
CEB	Link	Telephony	
Channel	Load Balancer	TENSR	
Client Station	Logging Recorder	Terminal Server	
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper	
Controller	MGEG	Training App	
Conventional	Microwave	Training Database	
Core	MME	TRAK	
Core Router	MOSCAD Server	Trap Forwarder	
Data Processing	Network Address	UCS	
Database Server	Network Device	UEM	
Data Warehouse Server	NTP	Virtual Machine	
Device Configuration Server	ОР	VMS	
DIU	OSP	VPM	
DNS	Packet Data Gateway	WSGU	
Domain Controller	Physical Host Environmental	ZDS	
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller	
eNodeB	Power Distribution Unit		

1.4.2 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

1.4.2.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' Customer Relationship Management ("CRM") system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies and responds to each technical support request in accordance with Section 1.5: Priority Level Definitions and Response Times.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

1.4.2.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 1.5: Priority Level Definitions and Response Times.

1.4.2.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products.



1.4.2.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with Section 1.5:
 Priority Level Definitions and Response Times.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

1.4.2.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

1.4.2.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with Section 1.5: Priority Level Definitions and Response Times.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.
- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



1.4.3 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

1.4.3.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations ("IDO"). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

1.4.3.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations ("CMSO") organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained by contacting the Customer Support Manager ("CSM").

1.4.3.3 Inclusions

This service is available on Motorola Solutions-provided infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life ("EOL") notification.

1.4.3.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
 - Perform an operational check on infrastructure components to determine the nature of the problem.
 - Replace malfunctioning components.
 - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
 - Perform a box unit test on serviced infrastructure components.
 - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
 - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found ("NTF") to third-party vendor for repair.
 - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.



- Track infrastructure components sent to the original equipment manufacturer or thirdparty vendor for service.
- When applicable, perform a post-test after repair by original equipment manufacturer or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 1.4.3.6. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time ("CST"), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as next flight out ("NFO"). In such cases, the Customer will be responsible for paying shipping and handling charges.

1.4.3.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave, line boosters, amplifiers (such as tower top amplifiers and bi-directional amplifiers), logging recorders, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, shelters, shelter HVAC, generators, UPS's, and test equipment.
- Racks, furniture, and cabinets.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.4.3.6 Customer Responsibilities

 Contact or instruct servicer to contact the Motorola Solutions CMSO organization, and request a return authorization number prior to shipping malfunctioning infrastructure components.



- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense.
 The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
 - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



1.4.3.7 Repair Process

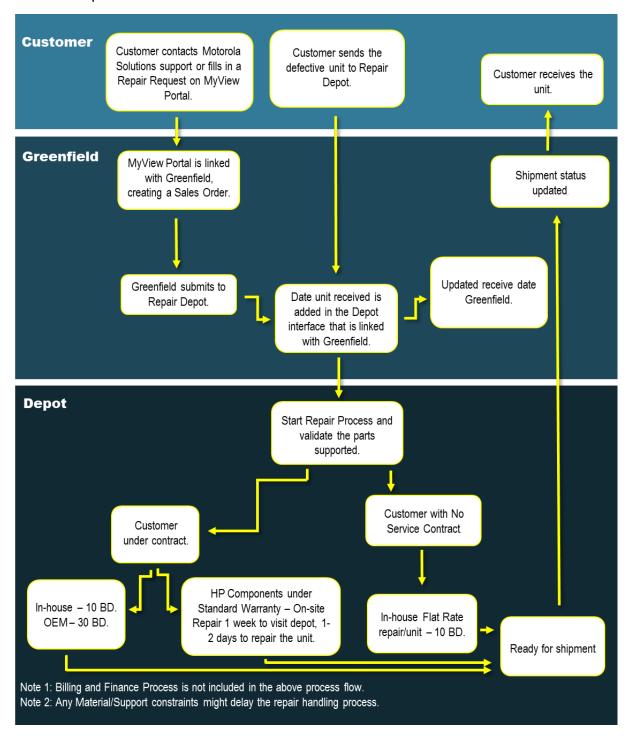


Figure 1-1: Repair Decision Process

1.4.3.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions. When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units ("FRU") in exchange for the Customer's malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment, and add that equipment to the depot's FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a "Loaner" FRU while their unit is being repaired. Refer to Figure 1-2 for details on the unit loan process.

1.4.3.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU's to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer's malfunctioning component, and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer's software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer's software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
 - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or next flight out ("NFO") shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer's malfunctioning component. The Customer's malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
 - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
 - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer's responsibility. Motorola Solutions will repair and return the Customer's component, and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 1-2 for the loaner process, and Table 1-5 for shipping charge details.
- Provide repair return authorization ("RA") number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.



- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock

1.4.3.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 1.4.3.8.1. See Table 1-5 for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions' FRU inventory, properly package the Customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions' repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU's not returned within five business days.
- At the Customer's expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.



1.4.3.8.3 Replacement Process for Advanced Replacement

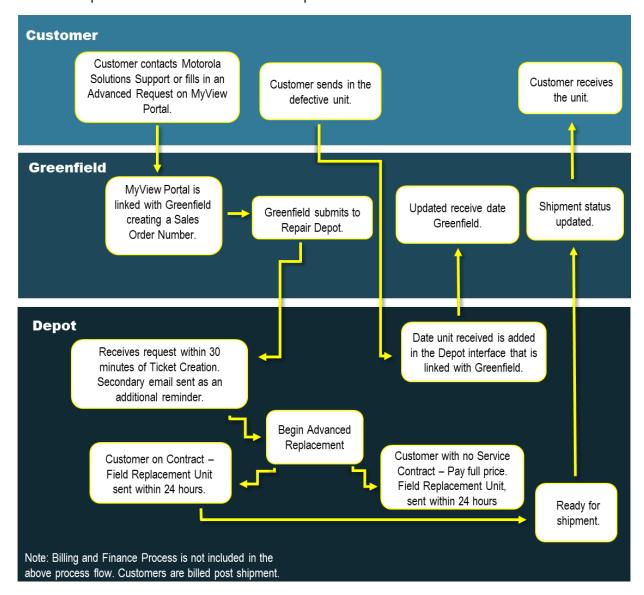


Figure 1-2: Advanced Replacement or Loaner Decision Process

Table 1-5: Shipping Charges and Default Mail Service:

Service	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	
Loaner Shipping Outbound to Customer	Motorola Solutions
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	Customer
Loaner Repair Shipping Inbound to Motorola Solutions	Customer
Loaner Installation Labor	

^{*}Motorola Solutions shipping carrier – FedEx



1.4.4 Remote Security Update Service

Motorola Solutions' ASTRO 25 Remote Security Update Service ("RSUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola Solutions will remotely deliver tested security updates to the Customer using a network connection. Reboot responsibility is determined by which options are included as part of this service.

The ASTRO 25 Security Update Service ("SUS") and Network Event Monitoring service are prerequisites for RSUS. These prerequisites are included as part of this service package.

1.4.4.1 Description of Service

Motorola Solutions remotely installs pretested security updates on the Customer's network. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Motorola Solutions will install compatible ASTRO 25 security updates using a remote connection. After installing tested security updates remotely, Motorola Solutions provides the Customer with a report outlining the updates made to the Customer's system. This report will inform the Customer of security update network transfers and installation.

1.4.4.1.1 Remote Update Requirements

A reliable connection from Motorola Solutions to the Customer's network is required to enable remote security update installation. Motorola Solutions' Network Event Monitoring service includes the required hardware and maintenance, and is a prerequisite to RSUS. Customer systems with slow and/or unreliable remote site links may impact the speed of RSUS updating and our ability to deliver the service.

In some instances, Motorola Technical Notices ("MTN") must be applied to enable Motorola Solutions to remotely deploy the latest security updates. MTN installation is not part of RSUS. In the event Motorola Solutions cannot deploy security updates unless one or more MTNs are installed, Motorola Solutions will communicate this to the Customer. The Customer and their Customer Support Manager ("CSM") will determine how to apply necessary MTNs. Once necessary MTNs are applied to the Customer's system, Motorola Solutions will continue to remotely deploy security updates.

Connections to other networks, herein referred to as Customer Enterprise Network ("CEN"), are delineated by firewalls. All security updates deployed by RSUS are specific to the equipment included in the ASTRO 25 radio network with only the following exceptions: Key Management Facility ("KMF") and MCC 7500e consoles.

The Customer may request, via the CSM, that Motorola Solutions remotely updates MCC 7500e consoles and KMF in the Customer's CEN as part of RSUS, or designate Customer IT resources to install the security updates. The Customer must make the appropriate configuration changes to their firewall allowing access.

1.4.4.1.2 Reboot Support

If Reboot Support is included with RSUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.



1.4.4.2 Scope

RSUS includes pretested security updates for the software listed in Table 1-6. This table also describes the release cadence for security updates.

Table 1-6: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL	Quarterly
(From ASTRO 25 7.14 and newer major releases)	
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

Motorola Solutions installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time on Monday through Friday, excluding Public Holidays. The Customer may submit a formal request that Motorola Solutions personnel work outside of these hours. The Customer may need to pay additional costs for work to be completed outside of normal business hours.

Motorola Solutions will provide an Impact Timeline ("ITL") to show installation tasks scheduled during normal business hours, including preparation work and the transfer of security updates to local storage or memory. Server and workstation reboots or zone controller rollover will be initiated at the times shared in the ITL.

Intrusive security updates require Customer coordination. Intrusive security updates may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. While rolling the zone controllers, the system will operate in "Site trunking" mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

1.4.4.3 Inclusions

Supported ASTRO 25 core types and security update delivery methods are included in Table 1-7. This table indicates if Motorola Solutions will provide any RSUS optional services to the Customer. RSUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older



releases. Contact Motorola Solutions' assigned Customer Support Manager ("CSM") for the latest supported releases.

Table 1-7: SUS Packages

Service	ASTRO 25 Core Type	Included
Remote Security Update Service	L Core M Core Simplified Core	X
Remote Security Update Service with Reboot Support	L Core M Core Simplified Core	

Responsibilities for rebooting applicable hardware are detailed in Section 1.4.4.7: Reboot Responsibilities.

1.4.4.4 Motorola Solutions Responsibilities

- Remotely deploy updates listed in Section 1.4.4.2: Scope on the Customer's system.
 Updates will be installed on the cadence described in that section.
 - As outlined in Section 1.4.4.2: Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
 - Install non-intrusive updates, like antivirus definitions, as released without coordination.
- In the event no security updates are released by the OEMs during the usual time period, Motorola Solutions will send a notice that no new security updates were deployed.

1.4.4.5 Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system ("IDS") signature updates
 for IDS solutions. However, select vendor IDS signature updates are made available via
 the secure website. The available vendors may change pursuant to Motorola Solutions'
 business decisions. The Customer is responsible for complying with all IDS licensing
 requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25 L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.



1.4.4.6 Customer Responsibilities

- This service requires connectivity from Motorola Solutions' CMSO to the Customer's ASTRO 25 system. Procure Motorola Solutions' Network Event Monitoring service, and maintain it for the duration of RSUS contract.
- Refrain from making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation, and coordinate the update process with users.
- Coordinate any maintenance or other updates that are not part of RSUS with Motorola Solutions to minimize downtime and redundant efforts.

1.4.4.7 Reboot Responsibilities

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities. Reboot responsibilities are determined by the specific RSUS package being purchased. Table 1-8 contains the breakdown of responsibilities. Section 1.4.4.3: Inclusions indicates which services are included.

Table 1-8: Reboot Responsibilities Matrix

Remote SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Remote Security Update Service	Provide a report to the Customer's main contact listing the servers or workstations which must be rebooted to ensure installed security updates become effective.	When a security update requires a reboot, reboot servers and workstations after security updates are installed. When remote deployment is in progress, it may be necessary for multiple reboots to be coordinated with Motorola Solutions.
Remote Security Update Service with Reboot Support	When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	

1.4.4.8 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (end-of-life) from deployed software, Motorola Solutions will work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security



updates when they are made available, and incorporate those security updates into the next appropriate release.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.



1.4.5 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

1.4.5.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching onsite resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 1.5: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

1.4.5.2 Scope

On-site Infrastructure Response is available 24 hours a day, 7 days a week in accordance with Section 1.5: Priority Level Definitions and Response Times. Customer's Response Time Classification is designated in the Customer Support Plan.

1.4.5.3 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-provided infrastructure.

1.4.5.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
 - Run diagnostics on the infrastructure component.
 - Replace defective infrastructure component, as supplied by the Customer.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.



- If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional.
 If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed and the field service technician will be released.
- Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

1.4.5.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
 - Incident notification preferences and procedure.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide the following information when initiating a service request:
 - Assigned system ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.



1.4.6 Annual Preventive Maintenance

Motorola Solutions personnel will perform a series of maintenance tasks to keep network equipment functioning correctly.

1.4.6.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

1.4.6.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

1.4.6.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-provided infrastructure, including integrated third-party products, per the level of service defined in Section 1.4.6.7: Preventive Maintenance Tasks.

1.4.6.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this SOW, and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan ("CSP"), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
 - Perform the tasks defined in Section 1.4.6.7: Preventive Maintenance Tasks.
 - Perform the procedures defined in Section 1.4.6.8: Site Performance Evaluation Procedures for each site type on the system.
 - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
 - As applicable, use the Method of Procedure ("MOP") defined for each task.

1.4.6.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

• Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.



- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

1.4.6.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

1.4.6.7 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section.

DISPATCH SITE CHECKLIST			
	General		
Inspect all Cables	Inspect all cables and connections to external interfaces are secure.		
Mouse and Keyboard	Verify operation of mouse and keyboard.		
Configuration File	Verify each operator position has access to required configuration files.		
Console Operator Position Time	Verify console operator position time is consistent across all operator positions.		
Screensaver	Verify screensaver set as Customer prefers.		
Screen Performance	Verify screen operational and is not suffering from dead pixels or image burn-in that prevent user operation.		
Touchscreen	Verify touchscreen operation, if present.		
Cabling/Lights/Fans	Visual inspection of all equipment cabling, lights, and fans		
Filters/Fans/Dust	Clean all equipment filters and fans and remove dust.		
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep".		
DVD/CD	Verify and clean DVD or CD drive.		
Time Synchronization	Verify console time is synchronized with NTP server		



April 2		
	DISPATCH SITE CHECKLIST	
Anti-Virus	Verify anti-virus is enabled and that definition files have been updated within two weeks of current date.	
	Headset Unplugged Testing	
Speakers	Test all speakers for audio quality, volume, static, drop-outs, and excess hiss when turned up.	
Channel Audio in Speaker	Verify selected channel audio in select speaker only.	
Footswitch Pedals	Verify both footswitch pedals operational.	
Radio On-Air Light	Verify radio on-air light comes on with TX (if applicable).	
	Headset Plugged In Testing	
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise, static, or drop-outs.	
Speaker Mute	Verify speaker mutes when muted.	
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise, static, or drop-outs.	
Audio Switches	Verify audio switches to speaker when phone off-hook if interfaced to phones.	
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone is off-hook, with mic switching to radio and muting phone during push-to-talk.	
	Other Tests	
Phone Status Light	Verify phone status light comes on when phone is off-hook (if applicable).	
Desk Microphone Operation	Confirm desk mic operation (if applicable).	
Radio Instant Recall Recorder ("IRR") Operation	Verify radio IRR operational on Motorola Solutions dispatch (if applicable).	
Telephone IRR Operation	Verify telephone IRR operational on Motorola Solutions dispatch, if on radio computer.	
Recording	Verify operator position being recorded on long term logging recorder, if included in service agreement	
	Computer Performance Testing	
Computer Reboot	Reboot operator position computer.	
Computer Operational	Confirm client computer is fully operational (if applicable).	
	Audio Testing	
Conventional Resources	Confirm all conventional resources are functional, with adequate audio levels and quality.	
Secure Mode	Confirm any secure talkgroups are operational in secure mode.	
Trunked Resources	Confirm all trunked resources on screen are functioning by placing a call in both directions, at the Customer's discretion, and at a single operator position	
Backup Resources	Confirm backup resources are operational.	



	DISPATCH SITE CHECKLIST		
	Logging Equipment Tests		
Recording - AIS Test	Verify audio logging of trunked calls.		
Recording	With Customer assistance, test operator position logging on recorder.		
System Alarms	Review alarm system on all logging equipment for errors.		
Capture Diagnostics	Perform recommended diagnostic tests based on equipment, and capture available diagnostic logs.		
Verify System software Physical media	Perform audit of software media on site. Verify that versions, KC numbers, and types match what is deployed to Customer server.		

RF SITE CHECKLIST			
	RF PM Checklist		
Equipment Alarms	Verify no warning or alarm indicators.		
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.		
Site Frequency Standard Check	Check LEDs for proper operation.		
Basic Voice Call Check	Voice test each voice path, radio to radio.		
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.		
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.		
PM Optimization Workbook (See Section 1.4.6.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.		

MICROWAVE CHECKLIST		
General		
Transport Connectivity	Confirm transport performance by viewing UEM for site link warnings or errors.	
Backhaul Monitoring	Monitor UEM status, including alarms, logs, and events, for all links. If UEM not used to monitor microwave, then use approved vendor-provided microwave alarm management server.	

MICROWAVE CHECKLIST			
	Radio		
Alarms	Check alarm and event history.		
Software	Verify version of application.		
TX Frequency	Verify transmit frequency.		
TX Power	Verify transmit power.		
RX Frequency	Verify receive frequency.		
RX Signal Level	Verify receive signal level and compare with install baseline documentation.		
Save configuration	Save current configuration for off-site storage.		
	Waveguide		
Visual Inspection	Inspect for wear or dents from ground using binoculars.		
Connection Verification	Verify all connections are secured with proper hardware from ground using binoculars.		
Dehydrator			
Visual Inspection	Inspect moisture window for proper color.		
Pressure Verification	Verify pressure of all lines.		
Re-Pressurization	Bleed lines temporarily to verify the dehydrator re-pressurizes.		
Run Hours	Record number of hours ran.		

1.4.7 Network Updates

1.4.7.1 Description of Service

The ASTRO 25 Network Updates service periodically provides updates to system software, with associated implementation services and hardware changes, to keep the overall ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

1.4.7.2 Scope

As system releases become available, Motorola Solutions agrees to provide the Customer with the software updates and implementation services necessary to maintain the ASTRO 25 system. If needed to perform the software updates, Motorola Solutions will provide updated and/or replacement hardware for covered components. System release updates, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola Solutions' option, new system releases may introduce new features or enhancements that Motorola Solutions may offer for purchase. These new features, available separately for purchase, are not part of the Network Update service.

As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade in each eligible update window over the term of this agreement. The term of the Network Updates service is listed in Table 1-9. The eligible update windows, and their duration, are illustrated in Table 1-10.



Table 1-9: Network Updates Term

Duration:	4 Year(s)

Table 1-10: Eligible Update Windows

First Eligible Update Window	Second Eligible Update Window
Duration:	Duration:
2 Year(s)	2 Year(s)

To be eligible for recurring ASTRO 25 Network Updates, the ASTRO 25 system must be in the Standard Support Period as defined in Motorola Solutions' <u>Software Support Policy</u> ("SwSP").

The methodology for executing each Network Update is described in Section 1.4.7.4: Update Planning and Preparation through Section 1.4.7.7: Update Completion.

ASTRO 25 Network Updates pricing is based on the system configuration outlined in Section 1.4.7.11: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 Network Updates price adjustment.

The price quoted for Network Updates requires the Customer to choose a certified system update path from the system release update chart referenced in Section 1.4.7.10: ASTRO 25 System Release Update Paths. Should the Customer elect an update path other than one listed in Section 1.4.7.10: ASTRO 25 System Release Update Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system update. In this case, Motorola Solutions agrees to provide a price quotation for any additional materials and services necessary.

1.4.7.3 Inclusions

ASTRO 25 Network Updates entitles the Customer to eligible past software versions for the purpose of downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

ASTRO 25 Network Updates makes available the subscriber radio software releases that are shipping from the factory during the Network Updates coverage period.

The Network Updates service covers ASTRO 25 certified software releases for the following products:

- Servers.
- Workstations.
- Firewalls.
- Routers.
- LAN switches.
- MCC 7100 Dispatch Consoles.
- MCC 7500 Dispatch Consoles.
- MCC 7500E Dispatch Consoles.
- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- DSC 8000 Site Controllers.



- GCM 8000 Comparators.
- Motorola Solutions logging interface equipment.
- PBX switches for telephone interconnect.
- NICE and Verint IP logging solutions (if purchased).

The following hardware components, if originally provided by Motorola Solutions, are eligible for full product replacement when necessary to support the system release update:

- Firewalls.
- Servers.
- Workstations.
- CommandCentral AXS Hub.
- Routers.
- LAN switches.
- PBX switches for telephone interconnect.

The following hardware components, if originally provided by Motorola Solutions, are eligible for board-level replacement when necessary to support the system release update. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:

- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- GCM 8000 Comparators.
- MCC 7500 Dispatch Console Voice Processing Module.

The ASTRO 25 Network Updates does not cover all products. Refer to Section 1.4.7.8: Limitations and Exclusions for exclusions and limitations.

The ASTRO 25 Network Updates applies only to system release updates within the ASTRO 25 7.x platform.

1.4.7.4 Update Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled update.

1.4.7.4.1 Motorola Solutions Responsibilities

- Obtain and review infrastructure system audit data as needed.
- If applicable, identify additional system hardware needed to implement a system release, and determine if the Customer has added hardware that is not covered under this agreement.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the actual field update implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the system update.
- Assign program management support required to perform the certified system update.
 Prepare an overall project schedule identifying key tasks and personnel resource required from Motorola Solutions and Customer for each task and phase of the update.
 Conduct a review of this schedule and obtain mutual agreement of same.
- Assign installation and engineering labor required to perform the certified system update.



Deliver release impact and change management training to the primary zone core
owners, outlining the changes to their system as a result of the update path elected. This
training needs to be completed at least 12 weeks prior to the scheduled update. This
training will not be provided separately for user agencies who reside on a zone core
owned by another entity. Unless specifically stated in this document, Motorola Solutions
will provide this training only once per system.

1.4.7.4.2 Customer Responsibilities

- Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions
 resources for a system release update and provide necessary information requested by
 Motorola Solutions to execute the update. Review update schedule and reach mutual
 agreement of same.
- If applicable, provide network connectivity at the zone core site(s) for Motorola Solutions to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola Solutions will provide the network connection specifications, as listed in Section 1.4.7.4.1: Motorola Solutions Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled update. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the system release update.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the system release update when applicable. Upon reasonable request by Motorola Solutions, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the Network Updates service is included in Section 1.4.7.11: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the Network Updates service. The Customer may purchase these under a separate agreement.
- Participate in release impact training at least 12 weeks prior to the scheduled update.
 This applies only to primary zone core owners. It is the zone core owner's responsibility
 to contact and include any user agencies that need to be trained, or to act as a training
 agency for those users not included.

1.4.7.5 System Readiness Checkpoint

All items listed in this section must be completed at least 30 days prior to a scheduled update.

1.4.7.5.1 Motorola Solutions Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus updates have been updated on the Customer's system.

1.4.7.5.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus updates to the Customer's system have been completed.



1.4.7.6 System Update

1.4.7.6.1 Motorola Solutions Responsibilities

 Perform system infrastructure update for the system elements outlined in this Statement of Work ("SOW").

1.4.7.6.2 Customer Responsibilities

- Inform system users of software update plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software update services.

1.4.7.7 Update Completion

1.4.7.7.1 Motorola Solutions Responsibilities

Validate all certified system update deliverables are complete as contractually required.

1.4.7.7.2 Customer Responsibilities

 Cooperate with Motorola Solutions in efforts to complete any post update punch list items as needed.

1.4.7.8 Limitations and Exclusions

The Customer and Motorola Solutions agree that systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 Network Updates service unless otherwise agreed in writing by Motorola Solutions and included in this SOW.

Customer acknowledges that if the system has a Special Product Feature, that it may be overwritten by the software update. Restoration of that feature is not included in the coverage of this SOW.

The parties acknowledge and agree that the ASTRO 25 Network Updates does not cover the following products:

- MCC5500 Dispatch Consoles.
- MIP5000 Dispatch Consoles.
- E911 systems.
- MOTOBRIDGE solutions.
- ARC 4000 systems.
- Motorola Solutions Public Sector Applications Software ("PSA").
- Custom software, Computer-aided Dispatch ("CAD"), Records Management Software.
- Data radio devices.
- Mobile computing devices such as laptops.
- Non-Motorola Solutions two-way radio subscriber products.
- Genesis products.
- Point-to-point products, such as MPLS equipment, microwave terminals, and associated multiplex equipment.



ASTRO 25 Network Updates does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

ASTRO 25 Network Updates service does not include repair or replacement of hardware or software that is due to defects that are not corrected by the system release, nor does it include repair or replacement of hardware defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software; or excessive wear and tear; or accidental damage, power surges, neglect, acts of God or other force majeure events.

Updates for equipment add-ons or expansions during the term of this ASTRO 25 Network Updates service are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.

Items that are consumed in the normal operation of the hardware are excluded, such as accessories. The Network Updates service excludes repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola Solutions has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or worldwide web, or for hardware malfunction caused by the transmission medium.

Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 Network Updates coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 Network Updates coverage.

Any implementation services that are not directly required to support the certified system update are not included. Unless otherwise stated, implementation services necessary to provide system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system update are not included.

1.4.7.9 Special Provisions

Any Motorola Solutions software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Solutions Software License Agreement. Any non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

ASTRO 25 Network Updates coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola Solutions no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 Network Updates



program. In either case, Motorola Solutions will refund to Customer any prepaid fees for ASTRO 25 Network Updates services applicable to the terminated period.

If the Customer cancels a scheduled update within less than 12 weeks of the scheduled on site date, Motorola Solutions reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The Network Updates annualized price is based on the fulfillment of the system release update in each eligible update window. If the Customer terminates, except if Motorola Solutions is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible update window if a system release update has been taken prior to the point of termination.

1.4.7.10 ASTRO 25 System Release Update Paths

The update paths for standard ASTRO 25 system releases are listed in Table 1-11.

Table 1-11: Certified Standard ASTRO 25 System Release Update Paths

ASTRO 25 System Release	Certified Upgrade Paths				
Pre-7.16	Upgrade to Current Shipping Release				
7.16	7.18				
7.17.X*	A2019.2; A2020.1				
7.18	A2021.1				
A2019.2	A2021.2				
A2020.1	A2021.2				

The update paths for high security ASTRO 25 system releases for federal deployments are described in Table 1-12.

Table 1-12: Certified High Security ASTRO 25 System Release Update Paths

ASTRO 25 High Security System Release	Certified Upgrade Paths
7.17.X*	A2020.HS
A2020.HS	A2022.HS

^{*} Includes planned incremental releases.

The release taxonomy for the ASTRO 25 7.x platform is expressed in the form "ASTRO 25 7.x release 20YY.Z". In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO 25 System release with support for Public key infrastructure ("PKI") Common Access Card/Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release update paths can be found in the most recent SMA bulletin.
- The information contained herein is provided for information purposes only and is intended only to outline Motorola Solutions' presently anticipated general technology



direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola Solutions reserves the right to make changes to the content and timing of any product, product feature, or software release.

1.4.7.11 System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 Network Updates price adjustment.

Table 1-13: System Configuration

System Configuration					
Master Site Configuration					
# of Master Sites	0				
# of DSR Sites	0				
System Level Features					
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0				
MOSCAD NFM RTU (typically 1 per site location)	0				
MOSCAD NFM / SDM Clients	0				
Network Management Clients	0				
Unified Network Services (UNS)	0				
ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR					
Telephone Interconnect	0				
InfoVista - Transport Network Performance Service (One per system)	0				
Security Configuration					
Firewalls	0				
Intrusion Detection Sensor (IDS)	0				
Centralized Event Logging (SysLog)	0				
Zone Core Protection (ZCP)	0				
Radio Authentication	0				
RF Site Configuration					
# of RF Sites	0				
Simulcast Prime Sites (including co-located/redundant)	0				
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	0				
GTR 8000 Base Stations	16				
HPD Base Stations	0				
QUANTAR Base Stations	0				
STR 3000 Base Stations	0				
SmartX Site Converters	0				
Dispatch Site Configuration					
# of Dispatch Sites	1				
Gold Elite Consoles	0				
MCC7500E Dispatch Consoles	1				
MCC7100 Dispatch Consoles	0				
MIP 5000 Dispatch Consoles	0				
AIS	0				
Third Party Elements					

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System Configuration				
NICE Logging recorders (IP, Telephony, or Analog)	1			
Verint Logging recorders (IP, Telephony, or Analog)	0			
MACH Alert FSA	0			
Genesis Applications	0			

1.4.8 Security Monitoring

Motorola Solutions' ASTRO 25 Security Monitoring provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola Solutions' technologists have rapid direct access to Motorola Solutions engineers for rapid resolution.

1.4.8.1 Description of Service

Security Monitoring provides continuous monitoring of authentication logs and monitors for potential introduction of malware software into the ASTRO 25 network.

1.4.8.2 Scope

Security Monitoring is available 24 hours a day, 7 days a week. The service is delivered by the Motorola Solutions Secure Operations Center ("SOC"). The SOC is part of Motorola Solutions' Centralized Managed Support Operations ("CMSO"), and is staffed by highly trained and experienced security professionals. When a security event is detected, the security specialists will run remote diagnostics and initiate an appropriate response. This response may consist of continuing to monitor the event for further development, attempting to remotely restore the system, or logging an incident for dispatch of a field service technician.

Motorola Solutions will respond to events in accordance with Section 1.4.8.8: Security Monitoring Priority Level Definitions and Response Times.

1.4.8.3 Inclusion

- Anti-malware Monitoring ASTRO 25 comes installed with Anti-malware software.
 Motorola Solutions will remotely monitor ASTRO 25 anti-malware software for activity such as deletion, quarantine, and alerting of suspicious software.
- Authentication Monitoring ASTRO 25 may be accessed by users by way of Windows and RSA logins. Motorola Solutions will remotely monitor such logins for repeated failures and locked accounts.
- **Firewall Monitoring** ASTRO 25 systems may be deployed with certain firewalls, as described in Section 1.4.8.7: Potential ASTRO 25 Firewalls, which may or may not support remote monitoring. Motorola Solutions will remotely monitor those firewalls that support such monitoring.
- Intrusion Detection System ("IDS") Monitoring. An IDS is an option for ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN. Motorola Solutions will remotely monitor an IDS for the Customer where applicable.
- Centralized Event Logging ASTRO 25 has provided the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events. Motorola Solutions will remotely monitor syslog data elements forwarded by the centralized event logging server specific to the monitored ASTRO 25 system. Not all elements within the network will be supported for forwarding in every ASTRO 25 system release. The Customer and CSM will document the specific supported elements in the Customer Support Plan ("CSP").



1.4.8.4 Motorola Solutions Responsibilities

- Provide, maintain, and when necessary replace, hardware and software required to monitor ASTRO 25 security elements. Hardware may include a firewall, router, or physical server. Software may include virtual servers either on the ASTRO 25 core or a separate physical server, as well as related OS, SIEM collectors, and software that support update distribution and remote diagnostics.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola Solutions service authentication credentials.
- Maintain trained and accredited technicians. Monitor the Customer's system 24/7/365 for malicious or unusual activity.
- Post security reports to MyView Portal.

1.4.8.5 Customer Responsibilities

- Security Monitoring requires a connection from the Customer's ASTRO 25 system to Motorola Solutions' SOC. Motorola Solutions offers either a T1 or a Virtual Private Network ("VPN") link through a Customer-supplied internet connection. Connectivity needs to be established before service commences.
- Permit Motorola Solutions continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.
- Provide continuous utility service to any Motorola Solutions equipment installed or utilized at the Customer's premises to support service delivery.
- Provide Motorola Solutions with contact information necessary to complete the CSP.
 Notify the Customer's Customer Support Manager ("CSM") within two weeks of any contact changes.
- Validate that Motorola Solutions is monitoring the components defined in the CSP and notify Motorola Solutions if any new components need to be incorporated in Security Monitoring.
- As necessary, upgrade the ASTRO 25 system to supported releases.
- Allow Motorola Solutions dispatched field service technicians physical access to the equipment when required.
- Comply with the terms of the applicable license agreements between Customer and the non-Motorola Solutions software copyright owners.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide the services described in this SOW.
- Ensure that all monitored devices within the network have a properly configured Syslog agent, which is forwarding events to the centralized event log server.
- Obtain any third party consents required to enable Motorola Solutions to provide the monitoring service.



1.4.8.6 Disclaimer

Disclaimer: "AS IS". MOTOROLA SOLUTIONS' ASTRO 25 SECURITY MONITORING SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Motorola Solutions does not guarantee that the Customer's system will be error-free or immune to security breaches as a result of these services.

1.4.8.7 Potential ASTRO 25 Firewalls

Table 1-14: Potential ASTRO Firewalls

Firewall	Description
Customer Network Interface ("CNI")	This firewall separates the ASTRO 25 Radio Network from the Customer's IT network, which is often referred to as the CEN or Customer Enterprise network. There are single and redundant (high-availability) options for the CNI. The redundant option includes two firewalls. Both firewalls must be monitored in the redundant case.
Dynamic System Resilience ("DSR")	This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case the primary becomes inoperable due to a failure. This option potentially doubles the number of firewalls in the system.
Zone Core Protection ("ZCP")	This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This prevents a compromised site from being used to attack the core or other sites. For redundancy, there are always 2 firewalls in this option.
Telephone Interconnect ("TI")	This ASTRO 25 option allows calls to be made to and from ASTRO 25 subscribers. One firewall is required to protect the RNI. The TI firewall may also be used to protect ISSI connections.
Inter RF Subsystem Interface ("ISSI")	This option allows connectivity to a separate system. This connection can be to another P25 system, or to non-P25 systems through an additional interface, such as WAVE. In both cases, one firewall is necessary to protect the RNI. The ISSI firewall may also be used to protect TI connections.
MCC 7100 Dispatch Console	The MCC 7100 Dispatch Console may be configured so that it can connect via Virtual Private Network ("VPN") through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site, and there may be multiple firewalls for this purpose.
Custom	The Customer may opt to install their own firewalls and request that Motorola Solutions monitor them. The most common location is at console sites. The Customer will have to work with Motorola Solutions to determine if and how custom firewalls can be monitored. Monitoring these firewalls may require an additional fee.

1.4.8.8 Security Monitoring Priority Level Definitions and Response Times

Table 1-15: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Response Time		
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples:	Response provided 24 hours, 7 days a week, including US Holidays.		
	Malware that is not quarantined by anti-virus			
	Evidence that a monitored component has communicated with suspected malicious actors.			
High P2	Security incidents that have localized impact, but have the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples:	Response provided 24 hours, 7 days a week, including US Holidays.		
	Malware that is quarantined by antivirus.			
	Multiple behaviors observed in the system that are consistent with known attacker techniques.			
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include:	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.		
	 Suspected unauthorized attempts to log into user accounts. 			
	- Suspected unauthorized changes to system configurations, such as firewalls or user accounts.			
	Observed failures of security components.			
Low P4	Routine, informational events that are expected to be benign, but are captured and tracked to provide context in case of future incidents. Examples include: - User account creation or deletion.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.		
	Privilege change for existing accounts.			

1.5 PRIORITY LEVEL DEFINITIONS AND RESPONSE TIMES

Table 1-17 describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 1-16: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time	On-site Response
Critical P1	Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. Consoles: More than 40% of a site's console positions down. Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available. Security Features: Security is non-functional or degraded. Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival onsite within 4 hours of receiving dispatch notification.
High P2	Core: Core server or link failures. Redundant server or link available. Consoles: Between 20% and 40% of a site's console positions down. Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater. Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival onsite within 4 hours of receiving dispatch notification.
Medium P3	Consoles: Up to 20% of a site's console positions down. Conventional Channels: Single channel down. Redundant gateway available. Network Elements: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.	Response provided during normal business hours until service restoration. Field service technician arrival onsite within 8 hours of receiving dispatch notification.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.	Not applicable.



SECTION 1

DEVICE MANAGEMENT SERVICES - ESSENTIAL

1.1 OVERVIEW

To provide Jackson County with access to technical support teams and resources for troubleshooting and maintenance, Motorola Solutions proposes the Essential tier of our Device Management Services

(DMS Essential) for APXTM user radios. DMS Essential provides remote technical support to troubleshoot problems and hardware repair to properly restore user radios.

The proposed offering consists of the following specific services:

- Technical Support for user radios.
- Hardware Repair for your new APX user radios.

The following sections describe the services included with DMS Essential.

1.2 TECHNICAL SUPPORT

Motorola Solutions Technical Support personnel will be available to assist with any questions, issues, or problems related to user radios. Technical Support personnel apply leading industry standards in recording, monitoring, escalating, and reporting technical support calls to provide the support needed to resolve issues quickly.

1.3 HARDWARE REPAIR

Hardware Repair provides repair services for user radios damaged by manufacturing defects and normal wear and tear. Repairs are provided by Motorola Solutions, or an authorized Motorola Solutions service repair center, for the length of the contract. The service center tests, repairs, and restores the user radio to original factory specifications. Repair may include updating the user radio's Operating System (OS) software to the latest version supported by the user radio.

The Hardware Repair service adheres to a proven process of analysis and restoration, and the work is backed by a 90-day warranty. User radios covered under this service also receive higher service priority at the repair depot, resulting in quicker repair times.



PRICING

7.1 PRICING SUMMARY

Please see the pricing summary included below.

Equipment and Systems Integration	Price
Infrastructure Upgrades to Tower Sites (2 Channel Addition) – Includes Equipment, Systems Integration, and 1st Year Warranty	\$761,489
Sheriff's Office Dispatch Console AES Upgrades	\$3,650
Sheriff's Office Mobile and Control Station Radio Upgrades – Includes Equipment and Programming (Customer to install)	\$509,852
Sheriff's Office Portable Radio Replacement – Includes Equipment and Programming	\$537,618
Health Department Portables – Includes Equipment and Programming	\$79,017
PW and Parks/Rec Portable Radio Replacement – Includes Equipment and Programming	\$126,308
Department of Corrections MCC7500E Dispatch Console and MW Link – Includes Equipment, Systems Integration, and 1st Year Warranty	\$330,749
Department of Corrections Portable Radios – Includes Equipment and Programming	\$554,374
MPLS Site Links – Includes Equipment, Systems Integration, and 1st Year Warranty	\$230,342
IP Logger – Includes Equipment, Systems Integration, and 1st Year Warranty Support	\$108,150
6 Years Post Warranty Services and SUAII	\$500,712
Total System Price	\$3,742,261
Bundled System Discount with Contract Signature by September 27, 2021	(\$95,000)
Grand Total after System Discount	\$3,647,261

SECTION 8

CONTRACTUAL **DOCUMENTATION**

This proposal is subject to the terms and conditions of the enclosed Lease Communications System and Services Agreement, including the Maintenance, Support and Lifecycle Addendum and remains valid for 90 days from the date on this cover letter. The System Discount is only valid with contract signature by September 27, 2021. Jackson County may accept this proposal by returning a signed copy of the aforementioned agreement.

Infrastructure and Equipment Upgrade

Communications System and Services Agreement

(Lease)

Motorola Solutions, Inc	. ("Motorola") and	Jackson County, MO	("Customer")	enter into this
"Agreement," pursuant t	to which Customer will	purchase and Motorola w	ill sell the System	ı and Services,
as described below. Mo	otorola and Customer r	nay be referred to individι	ually as a "Party" a	and collectively
as the "Parties." For go	ood and valuable consid	leration, the Parties agree	as follows:	

Section 1 ATTACHMENTS

1.1.	EXHIBITS.	The	Exhibits	listed	below	are	exhibits	related	to	the	System	sale	and
implementation. These Exhibits are incorporated into and made a part of this Agreement.													
Exhibit	A "Motorola S	Softwa	re License	e Ágree	ment"								
Exhibit	B "Payment"												
Evbibit	C Tachnical a	- A I I I I I	nlamanta	tion Do	a maant	_							

Exhibit C Technical and Implementation Documents

- C-1 "System Description" dated ____4-21-21____
- C-2 "Pricing Summary & Equipment List" dated __4-21-21____
- C-3 "Implementation Statement of Work" dated ____4-21-21____ C-4 "Acceptance Test Plan" or "ATP" dated ____4-21-21____
- C-5 "Performance Schedule" dated 4-21-21___

Exhibit D "System Acceptance Certificate"

Exhibit E "Equipment Lease Purchase Agreement Delivery and Acceptance Certificate"

- 1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.
- 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 E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

- "Acceptance Tests" means those tests described in the Acceptance Test Plan.
- "Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.
- "Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.
- "Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).
- "Confidential Information" means all information consistent with the fulfillment of this Agreement that is

- (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.
- "Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.
- "Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.
- "Derivative Proprietary Materials" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.
- "Effective Date" means that date upon which the last Party executes this Agreement.
- **"Equipment"** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.
- **"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 in connection with or relating to Equipment or Services, during the term of this Agreement.
- **"Force Majeure"** means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.
- "Motorola Software" means software that Motorola or its affiliated companies owns.
- "Non-Motorola Software" means software that a party other than Motorola or its affiliated companies owns.
- "Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.
- "Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.
- "Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets,

trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

- "Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.
- "Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.
- "Software License Agreement" means the Motorola Software License Agreement (Exhibit A).
- "Software Support Policy" ("SwSP") means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola's discretion.
- "Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.
- "Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.
- **"Specifications"** means the functionality and performance requirements that are described in the Technical and Implementation Documents.
- "SUA" means Motorola's Software Upgrade Agreement program.
- **"Subsystem"** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.
- "System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.
- "System Acceptance" means the Acceptance Tests have been successfully completed.
- "System Data" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.
- "Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

- 3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.
- 3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.
- 3.3. TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.
- ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.
- 3.5. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.
- 3.6. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.
- 3.7. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.
- 3.8. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services

Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

- 4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.
- 4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warrantv Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

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

- 4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.
- 4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.
- 4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will 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. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

- 4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.
- 4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.
- 4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.
- 4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.
- 4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.
- 4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PERFORMANCE SCHEDULE

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

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

- 6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.
- 6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$3,647,261. The Contract Price will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease-Purchase

Agreement executed between the parties. If applicable, a pricing summary is included with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. Invoices will be mailed or emailed to Customer pursuant to Section 6.4, Invoicing and Shipping Addresses. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

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

6.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address: Name:Jackson County Sheriff's OfficeAddress:4001 NE Lakewood Ct, Lee's Summit, MO 64064Phone:(816) 541-8017
E-INVOICE. To receive invoices via email: Customer Account Number: 1012496776
Customer Accounts Payable Email:
The address which is the ultimate destination where the Equipment will be delivered to Customer is: Name:Jackson County Sheriff's Office
Address:4001 NE Lakewood Ct, Lee's Summit, MO 64064
The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:Commenco
Address: 4901 Bristol Ave, Kansas City, MO 64129
Phone: (816) 753-2166

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

Section 7 SITES AND SITE CONDITIONS

- 7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.
- 7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the

requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

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

Section 8 TRAINING

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

Section 9 SYSTEM ACCEPTANCE

- 9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.
- 9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola 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 System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.
- 9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.
- 9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D) and the Equipment Lease Purchase Agreement Delivery and Acceptance Certificate (Exhibit E).

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever

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

- 10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.
- 10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.
- 10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.
- 10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.
- 10.6. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, 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. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

- 10.7. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.
- 10.8. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

- 11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.
- 11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

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

- 12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.
- 12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.
- 12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.
- 12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent

jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

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

Section 13 DEFAULT AND TERMINATION

- 13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.
- 13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14 INDEMNIFICATION

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

- 14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, 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.
- 14.3.2 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 Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.
- 14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.
- 14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

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

transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

- 16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.
- 16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement.
- 16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.
- 16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.
- 16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement,

Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

- 16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.
- 16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").
- 16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

- 17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.
- 17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

- 17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.
- 17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.
- 17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.
- 17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.
- 17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.
- 17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.
- 17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative

User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

- 17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.
- 17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

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

Motorola Solutions, Inc.	Customer
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Mo	otorola Software License	Agreement ("Agreement") is between	Motorola	Solutions,	Inc.
("Motorola"), and	Jackson County, MO	("Licensee").				

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

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).
- 3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

- 4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.
- 4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, backup, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.
- 4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
- 4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

- 6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.
- 6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.
- 6.3. Warranty claims are described in the Primary Agreement.
- 6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; provided that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

- 8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.
- 8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.
- 8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

- 9.1 This Section 9 only applies to U.S. Government end users. The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.
- 9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

- 13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.
- 13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.
- 13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.
- 13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.
- 13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.
- 13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of

Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

- 13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.
- 13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.
- 13.9. SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B

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

If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable Addenda.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

	Resource Types					
	Project System		System	Project		
Levels	Management	Engineering	Engineering Technologist Admini			
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00		
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00		
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00		
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00		

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately.

The qualifications of each type and level of resource are defined in the tables found at https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name:				
Project Name:				
This System Acceptance Certificate memorializes the Customer acknowledge that:	occurrence of System Acceptance. Motorola and			
1. The Acceptance Tests set forth in the Acceptance	Fest Plan have been successfully completed.			
2. The System is accepted.				
<u>Customer Representative:</u>	Motorola Representative:			
Signature:	Signature:			
Print Name:	Print Name:			
Title:	Title:			
Date:	Date:			
FINAL PROJECT ACCEPTANCE: Motorola has provided and Customer has received all work required for Final Project Acceptance.	deliverables, and Motorola has performed all other			
Customer Representative:	Motorola Representative:			
Signature:	Signature:			
Print Name:	Print Name:			
Title:	Title:			
Date:	Date:			

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola	Software License A	Agreemen	t ("Agreement") i	s between	Motorola	Solutions,	Inc.
("Motorola"), and	Jackson County, N	MO	("Licensee").				
, , , , , , , , , , , , , , , , , , , ,	-		,				
For good and valuable c	onsideration, the pa	arties agre	e as follows:				

Section 1 DEFINITIONS

- 1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.
- 1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).
- 1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.
- 1.5 "Primary Agreement" means the agreement to which this exhibit is attached.
- 1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.
- 1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, decompilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

- 3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).
- 3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

- 4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.
- 4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software: (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, backup, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.
- 4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.
- 4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

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

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

- 6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.
- 6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.
- 6.3. Warranty claims are described in the Primary Agreement.
- 6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

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

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- 13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.
- 13.4. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.
- 13.5. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.
- 13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing,

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

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

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

1. **DEFINITIONS**

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

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

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

3. TERMS AND CONDITIONS

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

3.1 MAINTENANCE AND SUPPORT SERVICES

- 3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.
- 3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".
- 3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.
 - 3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30)

days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

- 3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.
- 3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.
- 3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.
- 3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.
- 3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.
- 3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

- a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission

medium.

- 3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.
- 3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 <u>LIFECYCLE MANAGEMENT SERVICES</u>

- 3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.
- 3.2.2 The term of this Addendum is 6 years. The Lifecycle Management Price for the 6 years of services is \$500,712, 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 Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.
- 3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.
- 3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.
- 3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System

Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

- 3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:
 - a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
 - b) 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 Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
 - d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.
- 3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.
- 3.2.8 If Customer terminates this service and contractual commitment before the end of the 6 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 <u>last three years of service payments related</u> to the 6 year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and

other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

- 4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).
- 5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

SECTION 9

OUR PURPOSE

HELPING PEOPLE BE THEIR BEST IN THE MOMENTS THAT MATTER

An Enduring Partnership Committed to Your Success

Throughout our history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, we strive to fulfill our commitment to improve products and services, and to make sound recommendations to guide Jackson County as you link current and future communication objectives with technology's ever-evolving promise. By partnering with our customers and observing how our products can help in their specific work environments, we are able to enhance their experience every day.

We appreciate the opportunity to support your communications needs and look forward to continuing a strong collaboration that achieves your vision.

Infrastructure and Equipment Upgrade