



CITY MANAGER'S OFFICE

11

CITY MANAGER SIGNATURE REQUEST ROUTING FORM

Rev: 11 | Revision Date: 07/02/2025

SECTION 1 | SUMMARY INFORMATION

Date: 10/24/2025

Agenda Item Commission Memo Letter (to external agency) Other Document

Document Title/Purpose: Proprietary Agreement - USC00003257 - Annual Maintenance and Support (Motorola Solutions, Inc.)

Commission Meeting Date: 10/23/2025 CAM #: 25-0926 Item #: CP-3

CAM attached: Yes No Action Summary Attached: Yes No CIP FUNDED: Yes No

Community Investment Plan (CIP) Project defined as having a life of at least 10 years and a cost of at least \$100,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement. Term "real property" includes land, real estate, realty, or real.

SECTION 2 | REQUESTOR (CHARTER OFFICE/DEPARTMENT)

Charter Office: Router Name: Ext:

Department: Procurement Router Name: Matthew Eaton Ext: 5141

Department Approval (Director/Chief): Name: Glenn Marcos Init.: [Signature] Date: 10/24/25

*Return Document To: Matthew Eaton Department: Procurement Ext: 5141

*REMINDER: Once review and signature at the last level of government (Federal, State, County) is complete, scan the final record copy and send to the City Clerk's Office.

Scan Date: Attach Certified Resolution #: Original form route to CAO: Yes No

THE FOLLOWING SECTIONS ARE FOR CHARTER OFFICE USE ONLY

SECTION 3 | CITY ATTORNEY'S OFFICE (CAO): CAO signed/routed Required Yes No

Is the attached Granicus document final? Yes No Number of Originals Attached: 1

Attorney's Name: Eric W. Abend Approved as to Form: Yes No Initials: [Signature]

Route to: Finance (if applicable) Date: Route to: CCO Date: 10/28/25

SECTION 4 | CITY CLERK'S OFFICE (CCO)

City Clerk Office Receive and Scan Date: Number of Originals: 1

Route to CMO Date: 10/29/25 Route to Mayor Date: 1

SECTION 5 | CITY MANAGER'S OFFICE (CMO)

LOG #: OCT132 Date Received: 10/29/25 Received From: CLO

To CM/ACM: R. Williams C. Cooper X Y. Matthews B. Rogers

Approved Init.: [Signature] for continuous routing to Rickelle Williams, City Manager/Executive Director

Disapproved: Comments:

Executive Assistant Route to CCO Date: 10/31/25

SOP E-75 DELEGATION OF AUTHORITY

I, **Steve Andrejek**, Vice President of **Motorola Solutions, Inc.** ("Company"), North America Managed Support and Services ("Division"), do hereby delegate my authority to execute in the name of and on behalf of the Company, **Motorola Solutions Inc.**, contract documents (pursuant to Company policy), to the below named individuals with the following dollar and other limitations as specified and explicitly set out below.

Delegation to execute the following Contract documents:		
Sale contracts, change order documents, contract modifications, bids, proposals, bidder list applications, certifications, object code software licenses, non-disclosure agreements relating to sales opportunities, teaming agreements relating to sales opportunities, and subcontractor documents in support of the delivery of managed support and services.		
Region:	To:	Value:
North America	Ryan Bozman Regional Service Manager - RSM	\$1,000,000

This Delegation of Authority granted herein shall not be delegable or assignable to any other person, shall be effective as of **June 1st, 2025**, and shall expire on **May 31st, 2026**.

The authority delegated to the above-named individuals is in addition to the authority such individuals may have to approve and execute contract documents as an officer of the Company.

This Delegation can be revoked by me at any time and will automatically expire for any named individual if he or she ceases to be an employee of the Company or if he or she is assigned a different position within the Company. If a named individual is assigned a different position within the Company, the named successor is automatically given the designated authority unless a letter is provided stating otherwise.

IN WITNESS WHEREOF, I have executed this delegation of authority as of **June 1st, 2025**.

Steve Andrejek

Steve Andrejek (May 15, 2025 10:58 CDT)

Steve Andrejek
Vice President, North America Managed and Support Services
Motorola Solutions, Inc.



ANTI-HUMAN TRAFFICKING AFFIDAVIT

Rev Date: 02/04/2025

The undersigned, on behalf of Motorola Solutions Inc,
(Print entity's complete legal name as registered with suffix: INC, LLC, LTD, LP, PA, etc.)

a IL nongovernmental entity ("Nongovernmental Entity"), under penalty of perjury,
(State entity is registered)
hereby deposes and says:

1. My name is Ryan Bozman.
(Print complete name of corporate officer/authorized representative)
2. I am an officer or authorized representative (Select one) of the Nongovernmental Entity. My title is: Sr. Manager Regional Service
(Print title of corporate officer/authorized representative)
3. I attest that the Nongovernmental Entity does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Under penalties of perjury, I declare that I have read the foregoing Anti-Human Trafficking Affidavit and that the facts stated in it are true.

Signature of Officer or Representative: [Signature]

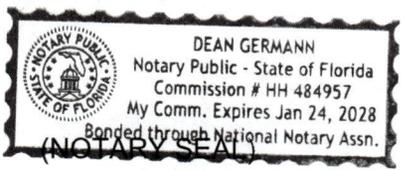
Office Address: 8250 Exchange Dr. Orlando, FL 32809

Email Address: ryan.bozman1@motorolasolutions.com

Main Phone Number: 615-499-2725 FEIN No.: 36-1115800

STATE OF Florida
COUNTY OF LAKE

Sworn to and subscribed before me by means of physical presence or online notarization, this 14 day of October, 2025, by Ryan Bozman.
(Print name of corporate officer/representative)



[Signature]
(Signature of Notary Public – State of Florida)

Dean Germann
Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification

Type of Identification Produced Drivers License



AFFIDAVIT OF COMPLIANCE WITH FOREIGN ENTITY LAWS
(Florida Statute- §287.138, 692.201, 692.202, 692.203, and 692.204)

The undersigned, on behalf of the entity listed below ("Entity"), hereby attests under penalty of perjury as follows:

1. Entity is not owned by the government of a foreign country of concern as defined in Section 287.138, Florida Statutes. (Source:§ 287.138(2)(a), Florida Statutes)
2. The government of a foreign country of concern does not have a controlling interest in Entity. (Source:§ 287.138(2)(b), Florida Statutes)
3. Entity is not organized under the laws of, and does not have a principal place of business in, a foreign country of concern. (Source: § 287.138(2)(c), Florida Statutes)
4. Entity is not owned or controlled by the government of a foreign country of concern, as defined in Section 692.201, Florida Statutes. (Source:§ 288.007(2), Florida Statutes)
5. Entity is not a partnership, association, corporation, organization, or other combination of persons organized under the laws of or having its principal place of business in a foreign country of concern, as defined in Section 692.201, Florida Statutes, or a subsidiary of such entity. (Source: § 288.007(2), Florida Statutes)
6. Entity is not a foreign principal, as defined in Section 692.201, Florida Statutes. (Source: § 692.202(5)(a)(I), Florida Statutes)
7. Entity is in compliance with all applicable requirements of Sections 692.202, 692.203, and 692.204, Florida Statutes.
8. **(Only applicable if purchasing real property)** Entity is not a foreign principal prohibited from purchasing the subject real property. Entity is either (a) not a person or entity described in Section 692.204(1)(a), Florida Statutes, or (b) authorized under Section 692.204(2), Florida Statutes, to purchase the subject property. Entity is in compliance with the requirements of Section 692.204, Florida Statutes. (Source:§§ 692.203(6)(a), 692.204(6)(a), Florida Statutes)
9. The undersigned is authorized to execute this affidavit on behalf of Entity.

Name: Ryan Bozman Title: Sr. Manager Regional Entity: Motorola Solutions Inc.
Sen. cej

Signature: [Signature] Date: 10/14/25

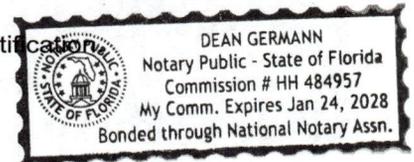
NOTARY PUBLIC ACKNOWLEDGEMENT SECTION

STATE OF Florida
COUNTY OF LAKE

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 14 day of October 2025 by Ryan Bozman, as Senior Manager for Motorola Solutions, who is personally known to me or who has produced Drivers License as identification.

Notary Public Signature: [Signature]
Print Name: Dean Germann

(Notary Seal)



My commission expires: Jan 24, 2028



SERVICE AGREEMENT

Contract Number: USC000003257
 Contract Modifier: R02-JUN-25 14:54:50

Date: 06-AUG-2025

Company Name: Fort Lauderdale, City Of
 Attn.:
 Billing Address: 528 NW 2nd St
 City, State, Zip Code: Fort Lauderdale, FL 33311
 Customer Contact: James Baker
 Phone: 954-828-5732

P.O.#: N/A
 Customer #: 1011657600
 Bill to Tag#: 0047
 Contract Start Date: 01-OCT-2025
 Contract End Date: 30-SEP-2026
 Payment Cycle: MONTHLY
 Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	USC000003257	Radio System	\$43,072.22	\$516,866.64
	USC000167758	Premier One Services	\$5,923.50	\$71,082.00
Sub Total			\$48,995.72	\$587,948.64
Taxes			\$0.00	\$0.00
Grand Total			\$48,995.72	\$587,948.64
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS				

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

Rickelle Williams City Manager 10/31/25
AUTHORIZED CUSTOMER SIGNATURE TITLE DATE

Rickelle Williams
CUSTOMER (PRINT NAME)

[Signature] RSM 10/14/25
MOTOROLA REPRESENTATIVE (SIGNATURE) TITLE DATE

RYAN BOZMAN 615-499-2725
MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE

Fort Lauderdale SmartZone System

Contract Start: 10/1/2025

Contract Number: USC000003257

Qty Infrastructure Equipment Description

- 36 GTR8000 Repeaters
- 4 TRAK GPS Units
- 10 MNI Proteus M Series Microwave Radios
- 1 Microwave Management Terminal
- 2 Genwatch Computers (Hardware only)
- 1 COMMSHOP Management
- 1 MERS Trailer (Semi-annual PM) to include:
 - (1) GTR8000 "6Pack" (P25 system, 6 Channel)
 - (3) Auto Tune Combiner #1
 - (3) 48Volt Power Supply
 - (1) Router
 - (1) 16 Port Receiver Multicoupler
 - (1) 16 Port Expansion Kit
 - (6) Quantar IR (4.1 IR System, 6 Channel)

1 DiagnostX Unit

Premier One Interface \$266.25 X 12 = \$3,195.00 (USC000167758)

Premier One CAD add on \$504 X 12 = \$6,048.00 (USC000167758)

Premier One Mobile (PD & FD) \$5153.25 X 12 = \$61,839.00 (USC000167758)

All Subscriber Radios are removed from the contract

Service Agreement Terms & Conditions

This Service Agreement is entered into by and between Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement, City of Fort Lauderdale ("City" or "Customer").

Section 1 DEFINITIONS

"Agreement" means this Service Agreement and its Attachments, if any, which are attached hereto and incorporated herein by this reference. "Equipment" means the communication equipment that is specified in the Attachments or that is subsequently added to this Agreement. "Services(s)" means those installation, maintenance, repair, support, training, and other services referred to both herein and in the Attachments.

The Attachments listed below are incorporated into and made a part of this Agreement.

Statements of Work

Section 2 ACCEPTANCE

Customer agrees to accept the terms of this Agreement and to pay the prices set forth herein. The terms and conditions set forth in this Agreement and in the Attachments will become binding only when accepted in writing by Motorola. The term of this Agreement will commence on the date specified in this Agreement, including any Attachments ("Start Date").

Section 3 SCOPE OF SERVICES

- 3.1. Motorola will provide the Services generally described in this Agreement. Certain Services may require more particular description or definition or may require detailed Statement(s) of Work. If particular descriptions or detailed Statement(s) of Work are required, and are therefore attached to this Agreement, Motorola and Customer hereby agree to be bound by any additional terms included in those Attachments, which are fully incorporated in this Agreement as set forth in Section 1.
- 3.2. Motorola may also provide additional services ("Additional Services") at Customer's request. Such Additional Services will be billed at Motorola's then-applicable rates for such services.
- 3.3. If Motorola is providing Services for Equipment: (i) Motorola parts or parts of equal quality will be used; (ii) the Equipment will be Serviced at levels set forth in Motorola's product manuals; and, (iii) routine service procedures that are prescribed from time to time by Motorola for its products will be followed.
- 3.4. Any equipment purchased by Customer from Motorola that is or becomes part of the same communications system as the Equipment covered under this Agreement ("Additional Equipment") will be automatically added to this Agreement and, subject to Customer's approval or disapproval, will be billed at the applicable rates after the warranty period has expired.
- 3.5. All Equipment must be in good working order on the Start Date or at the time the Equipment is added to the Agreement. Customer must provide a complete serial and model number list either prior to the Start Date or prior to the time that the Equipment is added to the Agreement.
- 3.6. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.
- 3.7. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for such Equipment will terminate at the end of the month in which Motorola receives such written notice.
- 3.8. If Equipment cannot, in Motorola's opinion, be properly or economically serviced for any reason including excessive wear, unavailability of parts, the state of technology, or the practical feasibility of the scope of Services as specified in this Agreement, Motorola may: (i) modify the scope of Services related to such Equipment; (ii) remove such Equipment from the Agreement; or (iii) increase the price to Service such Equipment.

- 3.9. Customer must promptly notify Motorola directly 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 Agreement.

Section 4 EXCLUDED SERVICES

- 4.1. Service does not include the repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse from causes such as lightning, power surges, or liquids.
- 4.2. Unless specifically included in this Agreement, Service does not include repair or maintenance of any transmission line, antenna, tower or tower lighting. Motorola has no obligation or responsibility for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by such transmission medium.
- 4.3. Unless specifically included in this Agreement, Service does not include items that are consumed in the course of normal operation of the Equipment, such as, but not limited to, batteries, magnetic tapes, etc.
- 4.4. Unless specifically set forth in this Agreement, Service does not include upgrading or reprogramming of Equipment; accessories, belt clips, battery chargers, custom or Special Products, modified units, or software.
- 4.5. Service does not include certification programs, software support, reprogramming of Software or modifications to Equipment related to assuring the correct processing, providing, or receiving of date data from, into, or between the year 1999 and the year 2000.

Section 5 RIGHT TO SUBCONTRACT/ASSIGNMENT

Subject to the City's prior approval, which will not be unreasonably withheld, Motorola may assign its rights and obligations under this Agreement and may subcontract any portion of Motorola's performance called for by this Agreement. Any subcontracting will require the prior written approval of the City.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer agrees to provide Motorola, at no charge, a non-hazardous work environment with shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola and/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 that enable Motorola to perform its obligations under this Agreement.

Section 7 CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be manned 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.

Section 8 PAYMENT

Motorola will invoice Customer ON THE FIRST DAY OF THE SERVICE PERIOD monthly, and Customer must pay each invoice in U.S. dollars within forty-five (45) days of the invoice date, in accordance with the Florida Prompt Payment Act, Sec. 218.70, Fla. Stat., as may be amended or revised. Customer agrees to reimburse Motorola for any applicable property taxes, sales and use taxes, excise taxes, or other applicable taxes or assessments levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days following completion of those Services. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-

rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by a Motorola authorized signatory.

Section 11 DEFAULT/TERMINATION

- 11.1. Termination for Convenience: The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for convenience by giving written notice to Motorola at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Motorola shall be paid for any services performed to the City's satisfaction pursuant to the Agreement through the termination date specified in the written notice of termination. Motorola acknowledges and agrees that it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Motorola, for City's right to terminate this Agreement for convenience.
- 11.2. Cancellation for Unappropriated Funds: The City reserves the right, in its best interest as determined by the City, to cancel this Agreement for unappropriated funds or unavailability of funds by giving written notice to the Motorola at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to Motorola is limited to the availability of funds appropriated in a current fiscal period, and continuation of the Agreement into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.
- 11.3. In the event that any sum of money owed by Customer is not paid when due and remains unpaid for a period of sixty (60) days after receipt by Customer of written notice of such delinquency, Motorola may terminate this Agreement effective upon seven (7) days written notice. If either party defaults in the performance of any other of its obligations set forth in this Agreement and the default remains uncured for a period of thirty (30) days after receipt by such party of written notice from the other party detailing the specific contractual obligation and the nature of the default there under, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon the giving of notice in writing to the defaulting party.
- 11.4. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including but not limited to payments which may be due and owing at the time of termination. Upon the effective date of termination, Motorola will have no further obligation to provide Services.
- 11.5. In the event of termination, all sums owed by Customer to Motorola for services performed through the date of termination will become due and payable immediately upon termination of this Agreement.

Section 12 LIMITATION OF LIABILITY

- 12.1. Notwithstanding any other provision, except for personal injury or death, and as otherwise permitted by law, Motorola's total liability for losses, whether for breach of contract, negligence, warranty, or strict liability in tort, is limited to the price of the previous twelve months of Services provided under this Agreement. **IN NO EVENT WILL MOTOROLA BE LIABLE FOR LOSS OF USE, LOSS OF TIME, INCONVENIENCE, LIQUIDATED DAMAGES, COMMERCIAL LOSS, LOST PROFITS OR SAVINGS, OR OTHER INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.**
- 12.2. Nothing herein shall be interpreted or construed as a waiver of the protections, immunities, or limitations of liability afforded Customer as a government entity pursuant to Section 768.28, Florida Statutes.

Section 13 EXCLUSIVE TERMS AND CONDITIONS

- 13.1. Customer acknowledges that this Agreement supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the Services performed. Neither the Agreement nor the Attachments may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties.
- 13.2. In the event of a conflict between the main body of this Agreement and any Attachments, the main body of this Agreement will take precedence, unless the Attachment specifically states otherwise.
- 13.3. Customer agrees to reference this Agreement on any purchase order(s) issued in furtherance of this Agreement. Neither party shall be bound by any terms contained in Customer's purchase order(s), acknowledgements or other writings unless: (i) such purchase order(s), acknowledgements or other writings specifically refer to this Agreement; (ii) clearly indicate the intention of both Parties to override and modify this Agreement; and (iii) such purchase order(s), acknowledgements or other writings are signed by duly authorized representatives of both Parties.

Section 14 PROPRIETARY INFORMATION; CONFIDENTIALITY; PUBLIC RECORDS

- 14.1. Except as otherwise provided by the Florida public records laws, any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement and marked "Confidential" will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission, except as required by the Florida Public Records Law, any such information or data to any person, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.
- 14.2. Motorola acknowledges that Customer is subject to the Florida Public Records Law. Absent an applicable exemption, all records made or received by Customer in connection with this Agreement are public records open for inspection and copying at any reasonable time. If Customer receives a request for inspection or copying of written materials received from Motorola in connection with this Agreement, Customer will endeavor to provide prompt written notice to Motorola prior to granting any such request, except that such procedure shall not serve as an automatic delay of the City's provision of records in response to a public records request.
- 14.3. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

Section 15 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by such agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 16 OWNERSHIP OF INTELLECTUAL PROPERTY

This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property including any intellectual property created as a result of or related to the Services performed under this Agreement.

Section 17 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement, and not purchased or owned by Customer, 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 such property, ordinary wear and tear excepted, and return it to Motorola upon request.

Such property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any reasonable time.

Section 18 GENERAL TERMS

- 18.1. If any court of competent jurisdiction renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.
- 18.2. The Agreement shall be interpreted and construed in accordance with, and governed by, the laws of the state of Florida. The Parties agree that the exclusive venue for any lawsuit arising from, related to, or in connection with this Agreement shall be in the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida. If any claims arising from, related to, or in connection with this Agreement must be litigated in federal court, the Parties agree that the exclusive venue for any such lawsuit shall be in the United States District Court or United States Bankruptcy Court for the Southern District of Florida. **BY ENTERING INTO THIS AGREEMENT, THE PARTIES HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS EITHER PARTY MIGHT HAVE TO A TRIAL BY JURY OF ANY ISSUES RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.**
- 18.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.
- 18.4. Neither party is liable for delays or lack of performance resulting from any causes such as strikes, material shortages or acts of God that are beyond that party's reasonable control.
- 18.5. Subject to the City's prior written approval, which will not be unreasonably withheld, Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.
- 18.6. Renewal option is contingent upon mutual agreement of the Parties and appropriation of funds. Therefore, this Agreement shall terminate on September 30, 2024, with no renewal options. The City may cancel this Service Agreement upon providing thirty (30) days written notice to Motorola. The cancellation will take place on the first of the following month.

18.7 **INSURANCE**

(a) As a condition precedent to the effectiveness of this Agreement, during the term of this Agreement and during any renewal or extension term of this Agreement, Motorola, at its sole expense, shall provide insurance of such types and with such terms and limits as noted below. Providing proof of and maintaining adequate insurance coverage are material obligations of Motorola. Motorola shall provide the City a certificate of insurance evidencing such coverage. Motorola's insurance coverage shall be primary insurance for the Commercial General Liability and Automobile Liability policies. The limits of coverage under each policy maintained by Motorola shall not be interpreted as limiting Motorola's liability and obligations under this Agreement. All insurance policies shall be through insurers authorized or eligible to write policies in the State of Florida and possess an A.M. Best rating of A-, VII or better, subject to approval by the City's Risk Manager.

(b) The requirements contained herein, as well as the City's review or acknowledgement, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Motorola under this Agreement.

(c) The following insurance policies and coverages are required:

Commercial General Liability

Coverage must be afforded under a Commercial General Liability policy with limits of :

- \$1,000,000 each occurrence and \$2,000,000 aggregate for Bodily Injury, Property Damage, and Personal and Advertising Injury
- \$2,000,000 aggregate for Products and Completed Operations Policy must include coverage for contractual liability and independent contractors.

The City, its officials, employees, and volunteers are to be included as an additional insured with a CG 20 10 endorsement form with respect to liability arising out of activities performed by or on behalf of Motorola. The coverage shall contain no special limitation on the scope of protection afforded to the City, its officials, employees, and volunteers.

Business Automobile Liability

Coverage must be afforded for all Owned, Hired, Scheduled, and Non-Owned vehicles for Bodily Injury and Property Damage in an amount of \$1,000,000 combined single limit each accident.

If Motorola does not own vehicles, Motorola shall maintain coverage for Hired and Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Workers' Compensation and Employer's Liability

Coverage must be afforded per Chapter 440, Florida Statutes. Any person or entity performing work for or on behalf of the City must provide Workers' Compensation insurance. Exceptions and exemptions will be allowed by the City's Risk Manager, if they are in accordance with Florida Statute.

Motorola waives, and Motorola shall ensure that Motorola's insurance carrier waives, all subrogation rights against the City, its officials, employees, and volunteers for all losses or damages. The City requires the policy to be endorsed with WC 00 03 13 Waiver of our Right to Recover from Others or equivalent.

Motorola must be in compliance with all applicable State and federal workers' compensation laws, including the U.S. Longshore Harbor Workers' Act and the Jones Act, if applicable.

(d) Insurance Certificate Requirements

- Motorola shall provide the City with valid Certificates of Insurance (binders are unacceptable) no later than thirty (30) days prior to the start of work contemplated in this Agreement.
- The Commercial General Liability, Automobile Liability, and Workers Compensation policies shall be endorsed to provide to the City a thirty (30) day notice of cancellation.
- In the event the Agreement term goes beyond the expiration date of the insurance policy, Motorola shall provide the City with an updated Certificate of Insurance upon renewal of the insurance currently in effect. The City reserves the right to suspend the Agreement until this requirement is met.
- The Certificate of Insurance shall indicate whether coverage is provided under a claims-made or occurrence form. If any coverage is provided on a claims-made form, the retroactive date shall be the effective date of the initial contract or prior.
- The City shall be included as an Additional Insured on the Commercial General Liability and Automobile liability policies.
- The City shall be granted a Waiver of Subrogation on Motorola's Workers' Compensation insurance policy.
- The title of the Agreement, Bid/Contract number, event dates, or other identifying reference must be listed on the Certificate of Insurance.

The Certificate Holder should read as follows:

City of Fort Lauderdale
 401 SE 21st Street
 Fort Lauderdale, FL 33316

- (e) Motorola has the sole responsibility for all insurance premiums and shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, co-insurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, co-insurance penalty, self-insured retention, or coverage exclusion or limitation. Any costs for including the City as an Additional Insured shall be at Motorola's expense.
- (f) If Motorola's primary insurance policy/policies do not meet the minimum requirements, as set forth in this Agreement, Motorola may provide evidence of an Umbrella/Excess insurance policy to comply with this requirement.
- (g) Motorola's Commercial General Liability and Automobile Liability insurance coverage shall be primary insurance as respects to the City, a Florida municipal corporation, its officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, a Florida municipal corporation, its officials, employees, or volunteers shall be non-contributory.
- (h) Any exclusion or provision in any insurance policy maintained by Motorola that excludes coverage required in this Agreement shall be deemed unacceptable and shall be considered breach of this Agreement.
- (i) All required insurance policies must be maintained until the contract work has been accepted by the City, or until this Agreement is terminated, whichever is later. Any lapse in coverage shall be considered breach of this Agreement. In addition, Contractor must provide to the City confirmation of coverage renewal via an updated certificate should any policies expire prior to the expiration of this Agreement. The City reserves the right to review, at any time, to request Contractor's Certificate of insurance and endorsements.
- (j) It is Motorola's responsibility to ensure that Motorola's independent contractors and subcontractors comply with these insurance requirements. All coverages for independent contractors and subcontractors shall be subject to all of the applicable requirements stated herein. Any and all deficiencies are the responsibility of Motorola.

188 General Indemnity by Motorola. Motorola will defend at Motorola's expense, indemnify and hold Customer, and Customer's officers and employees, harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property, including any award of attorney's fees and any award of costs, which may accrue against Customer, or against Customer's officers and employees, or any of them, to the extent it is caused by the negligence of Motorola, any of Motorola's subcontractors, or Motorola's subcontractors' employees or agents, or any of them, while performing their duties under this Agreement, if Customer gives Motorola reasonably prompt, written notice of any claim or suit after it has knowledge of same. 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.

189 Motorola shall ensure that all of Motorola's subcontractors perform in accordance with the terms and conditions of this Agreement. Motorola shall be fully responsible for all of Motorola's subcontractors' performance, and liable for any of Motorola's subcontractors' non-performance and all of Motorola's subcontractors' acts and omissions. Motorola shall defend at Motorola's expense, counsel being subject to Customer's approval, which will not be unreasonably withheld, and indemnify and hold the Customer and the Customer's officers, and employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Motorola's subcontractors for payment for work performed for Customer by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Motorola's subcontractors or by any of Motorola's subcontractors' officers, agents, or employees. Motorola's use of subcontractors in connection with this Agreement shall be subject to the Customer's prior written approval, which approval the Customer may revoke at any time.

Section 19 PUBLIC RECORDS

IF MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT PRRCONTRACT@FORTLAUDERDALE.GOV, 954-828-5002, CITY CLERK'S OFFICE, ONE EAST BROWARD BOULEVARD, SUITE 444, FORT LAUDERDALE, FLORIDA 33301.

Notwithstanding anything contained in this Agreement to the contrary, Motorola shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service. Motorola shall not be required to create or maintain any records not created or maintained in the ordinary course of its business, nor shall Motorola be obligated to provide City with access to its cost and pricing data.
- b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2024), as may be amended or revised, or as otherwise provided by law.
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized bylaw.
- d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

Motorola shall not be required to create any records not created in the ordinary course of its business; nor shall Motorola be obligated to provide City with its confidential and proprietary cost or pricing data, which is not furnished or provided to customers.

The records retention period as prescribed under Florida Statutes and the Florida Division of Library Services shall be deemed controlling as it relates to the ultimate destruction of all public records created under this Agreement.

Section 20 SCRUTINIZED COMPANIES

Prohibition Against Contracting With Scrutinized Companies. Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), *affirmed*, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), with regard to the "Cuba Amendment," the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), that it is not engaged in a boycott of Israel, and that it does not have business operations in Cuba or Syria, as provided in Section 287.135, Florida Statutes (2024), as may be amended or revised. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of Section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2024), as may be amended or revised. Notwithstanding the above, Motorola does have business operations in Sudan and Syria in the form of support for various United Nations missions. This support is only provided after approval from the US Government in the form of an export license from the US Department of Commerce.

Section 21 E-VERIFY

As a condition precedent to the effectiveness of this Agreement, pursuant to Section 448.095, Florida Statutes (2024), as may be amended or revised, Motorola and its subcontractors shall register with and use the E-Verify system to electronically verify the employment eligibility of newly hired employees.

1. Motorola shall require each of its subcontractors, if any, to provide Motorola with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. Motorola shall maintain a copy of the subcontractor's affidavit for the duration of this Agreement and in accordance with the public records requirements of this Agreement.
2. The City, Motorola, or any subcontractor who has a good faith belief that a person or entity with which it is contracting has knowingly violated Section 448.09(1), Florida Statutes (2024), as may be amended or revised, shall terminate the Agreement with the person or entity.
3. The City, upon good faith belief that a subcontractor knowingly violated the provisions of Section 448.095(2), Florida Statutes (2024), as may be amended or revised, but that Motorola otherwise complied with Section 448.095(2), Florida Statutes (2024), as may be amended or revised, shall promptly notify Motorola and order the Motorola to immediately terminate the contract with the subcontractor, and Motorola shall comply with such order.
4. An Agreement terminated under Sections 448.095(2)(c)1. or 2., Florida Statutes (2024), as may be amended or revised, is not a breach of contract and may not be considered as such. If the City terminates this Agreement under Section 448.095(2)(c), Florida Statutes (2024), as may be amended or revised, Motorola may not be awarded a public contract for at least one year after the date on which the Agreement was terminated. Motorola is liable for any additional costs incurred by the City as a result of termination of this Agreement.
5. Motorola shall include in each of its subcontracts, if any, the requirements set forth in this Section 21, including this subparagraph, requiring any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, to include all of the requirements of this Section 21 in its subcontracts. Motorola shall be responsible for compliance by any and all subcontractors, as defined in Section 448.095(1)(j), Florida Statutes (2024), as may be amended or revised, with the requirements of Section 448.095, Florida Statutes (2024), as may be amended or revised.

Section 22 NON-DISCRIMINATION

Motorola shall not discriminate against its employees based on the employee's race, color, religion, gender, gender identity, gender expression, marital status, sexual orientation, national origin, age, disability, or any other protected classification as defined by applicable law.

1. Motorola certifies and represents that Motorola offers the same health benefits to the domestic partners of its employees as are offered its employees' spouses or offers its employees the cash equivalent of such health benefits because it is unable to provide health benefits to its employees' domestic partners, and that Motorola will comply with Section 2-187, Code of Ordinances of the City of Fort Lauderdale, Florida, (2024), as may be amended or revised, ("Section 2-187"), during the entire term of this Agreement.
2. The failure of Motorola to comply with Section 2-187 shall be deemed to be a material breach of this Agreement, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
3. The City may terminate this Agreement if Motorola fails to comply with Section 2-187.
4. The City may retain all monies due or to become due until Motorola complies with Section 2-187.
5. Motorola may be subject to debarment or suspension proceedings. Such proceedings will be consistent with the procedures in Section 2-183 of the Code of Ordinances of the City of Fort Lauderdale, Florida.

Section 23 FOREIGN COUNTRIES OF CONCERN

The Contractor certifies that it is not on the Scrutinized Companies that Boycott Israel List created pursuant to Section

215.4725, Florida Statutes (2024), and that it is not engaged in a boycott of Israel. The City may terminate this Agreement at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2024), as may be amended or revised, or been placed on the Scrutinized Companies that Boycott Israel List created pursuant to Section 215.4725, Florida Statutes (2024), as may be amended or revised, or is engaged in a boycott of Israel.

Section 24 ANTI-HUMAN TRAFFICKING

As a condition precedent to the effectiveness of this Agreement, Motorola shall provide City with an affidavit signed by an officer or a representative of Motorola under penalty of perjury attesting that Motorola does not use coercion for labor or services as defined in Section 787.06, Florida Statutes (2024), as may be amended or revised.

Section 25 INCORPORATION BY REFERENCE

Appendix A, B, C and D attached hereto and referenced herein are incorporated into this Agreement by reference.

[THIS SPACE WAS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the City and the Contractor execute this Agreement as follows:

CITY

ATTEST:

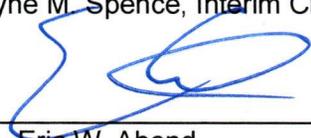
CITY OF FORT LAUDERDALE, a Florida
municipality

David R. Soloman, City Clerk

By: Rickelle Williams
Rickelle Williams
City Manager

31st day of October, 2025

Approved as to form:
D'Wayne M. Spence, Interim City Attorney

By: 
Eric W. Abend
Senior Assistant City Attorney

MOTOROLA

WITNESSES:

MOTOROLA SOLUTIONS, INC.
a Florida corporation



Signature

Rida ALBAZIAN

Print Name



Signature

A. Brummell

Print Name

By: 

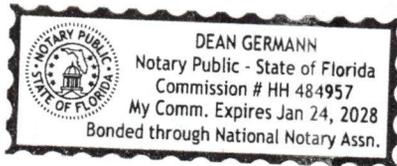
Ryan Bozman,
Regional Service Manager

(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF LAKE :

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 14 day of October, 2025, by Ryan Bozman as Regional Services Manager for MOTOROLA SOLUTIONS, INC., a Florida corporation.





(Signature of Notary Public – State of _____)

Dean Germann

(Print, Type or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification ✓

Type of Identification Produced Drivers License

Appendix A: Technical Support Statement of Work

Motorola's 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 Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

1.1 Description of Technical Support Services

Motorola's Solutions Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the Severity Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

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 provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See Severity Level Definitions.

1.3 Inclusions

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3rd party products.

1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.

- 1.4.2 Third party support for equipment not sold by Motorola.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.
- 1.4.6 Network security services.
- 1.4.7 Network transport management.
- 1.4.8 Motorola services not included in this statement of work.
- 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre- tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

- 1.5.1. Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2, 3 and 4 response times.
- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document and the severity level defined in the Severity Level Definitions section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5. Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.5.7. Determine, in its sole discretion; when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6. The Customer has the following responsibilities:

- 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.6. Validate issue resolution prior to close of the case in a timely manner.

- 1.6.7. Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Goals section in this document.
- 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
- 1.6.9. Obtain at Customer's cost all third-party consents or licenses required to enable Motorola to provide the Service.

1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> ○ Smoke, ○ Unauthorized access ○ Temperature ○ Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> ○ Less than 33% of call processing resources impaired ○ Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ○ Intermittent faults that are infrequent and minor impact to core services ○ Statistical reporting problems

Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> ○ Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. ○ Faults that have no impact in how the user perceives the system to work. ○ Cosmetic issues. ○ Requests for information
-------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

1.8 Severity Level Response Goals

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

Appendix B: OnSite Support Statement of Work

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.0 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Severity Level Definitions table and Response times set forth in Severity Level Response Time Goals table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with Severity Level Definitions and Severity Level Response Time Goals tables.

1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the case to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary case information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.
- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.9. If a third-party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.10. Verify with customer that restoration is complete, or system is functional,

if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed, and the Servicer will be released.

211. Escalate the case to the appropriate party upon expiration of a response time.
- 2.12. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
- 2.13. Notify customer of case status as defined by the Customer Support Plan:
 - 2.13.1 Open and closed; or
 - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.14. Provide Case activity reports to customer if requested.

3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
 - 3.2.1. Case notification preferences and procedure.
 - 3.2.2. Repair verification preference and procedure.
 - 3.2.3. Database and escalation procedure forms.
 - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
 - 3.3.1. Assigned system ID number.
 - 3.3.2. Problem description and site location.
 - 3.3.3. Other pertinent information requested by Motorola to open a case.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete, or system is functional, if required by repair verification preference provided by customer.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.
- 3.11. Obtain and provide applicable third-party consents or licenses at Customer cost to enable Motorola to provide the Services.

4.0 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • 33% of call processing resources impaired • Site Environment alarms: <ul style="list-style-type: none"> o Smoke o Unauthorized access o Temperature o Power failure
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services are voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Less than 33% of call processing resources impaired • Failure of a single redundant component
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Intermittent faults that are infrequent and minor impact to core services • Statistical reporting problems
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> • Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user. • Faults that have no impact in how the user perceives the system to work. • Cosmetic issues. • Requests for information. • Preventive Maintenance

5.0 Severity Level Response Time Goals
(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Response Time
Severity 1	Within 2 hours from receipt of notification continuously

Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

END OF SECTION.

Appendix C: Annual Preventive Maintenance Statement of Work

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications.

1.1 Scope

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure.

1.3 Limitations and Exclusions

Unless specifically described, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.3.1. Emergency on-site visits required to resolve technical issues.
- 1.3.2. Third party support for equipment not sold by Motorola as part of the original system.
- 1.3.3. System installations, upgrades, and expansions.
- 1.3.4. Customer training.
- 1.3.5. Hardware repair and/or exchange.
- 1.3.6. Network security services.
- 1.3.7. Network transport.
- 1.3.8. Information Assurance.
- 1.3.9. Motorola services not included in this statement of work.
- 1.3.10. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.3.11. Tower mapping analysis or tower structure analysis.

1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of any issue that requires immediate attention.
- 1.4.3 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Annual Preventive Maintenance.
- 1.4.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.

- 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. The Preventive Maintenance report will be provided to the customer within thirty (30) days after completion. .
- 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

- 1.5.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.5.2 Authorize and acknowledge any scheduled system downtime.
- 1.5.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.5.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.5.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.6 Provide site escorts in a timely manner if required.
- 1.5.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.5.8 Obtain at Customer's cost all third-party consents or licenses required to enable Motorola to provide the Service.

END OF SECTION

Appendix D: Network Hardware Repair with Advanced Replacement Overview

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

1.1 Description of Services

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

1.1 Scope

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.motorolasolutions.com>

1.2 Inclusions

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

1.3 Exclusions

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third-party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

- 1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.3.2 All third-party infrastructure hardware over three (3) years from product cancellation date.
- 1.3.3 All broadband infrastructure three (3) years from product cancellation date
- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.

- 1.3.8 Infrastructure backhaul such as, Antennas, Antenna Dehydrator, Microwave¹, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS¹
- 1.3.9 Test equipment.
- 1.3.10 Racks, furniture and cabinets.
- 1.3.11 Non-standard configurations, customer-modified infrastructure and certain third- party infrastructure are excluded from advanced replacement service.
- 1.3.11. Firmware and/or software upgrades.

1.4 Motorola has the following responsibilities:

- 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- 1.4.2 Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- 1.4.3 Provide new or reconditioned FRU's to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
- 1.4.4 Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
- 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
 - 1.4.5.1 During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.
 - 1.4.5.2 When sending the advanced replacement FRU to customer, provide a return air bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.
 - 1.4.5.3 When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for

repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

- 1.4.6. Provide repair return authorization number upon customer request for infrastructure that is not classified as an advanced replacement or loaner FRU.
- 1.4.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.
- 1.4.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock
- 1.4.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.
- 1.4.10. Perform the following service on Motorola infrastructure:
 - 1.4.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.4.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.4.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable
 - 1.4.10.4. Perform a box unit test on all serviced infrastructure.
 - 1.4.10.5. Perform a system test on select infrastructure.
- 1.4.11. Provide the following service on select third-party infrastructure:
 - 1.4.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.4.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service, when applicable.
 - 1.4.11.3. Track infrastructure sent to the original equipment manufacturer or third-party vendor for service.
 - 1.4.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
- 1.4.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above-mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for

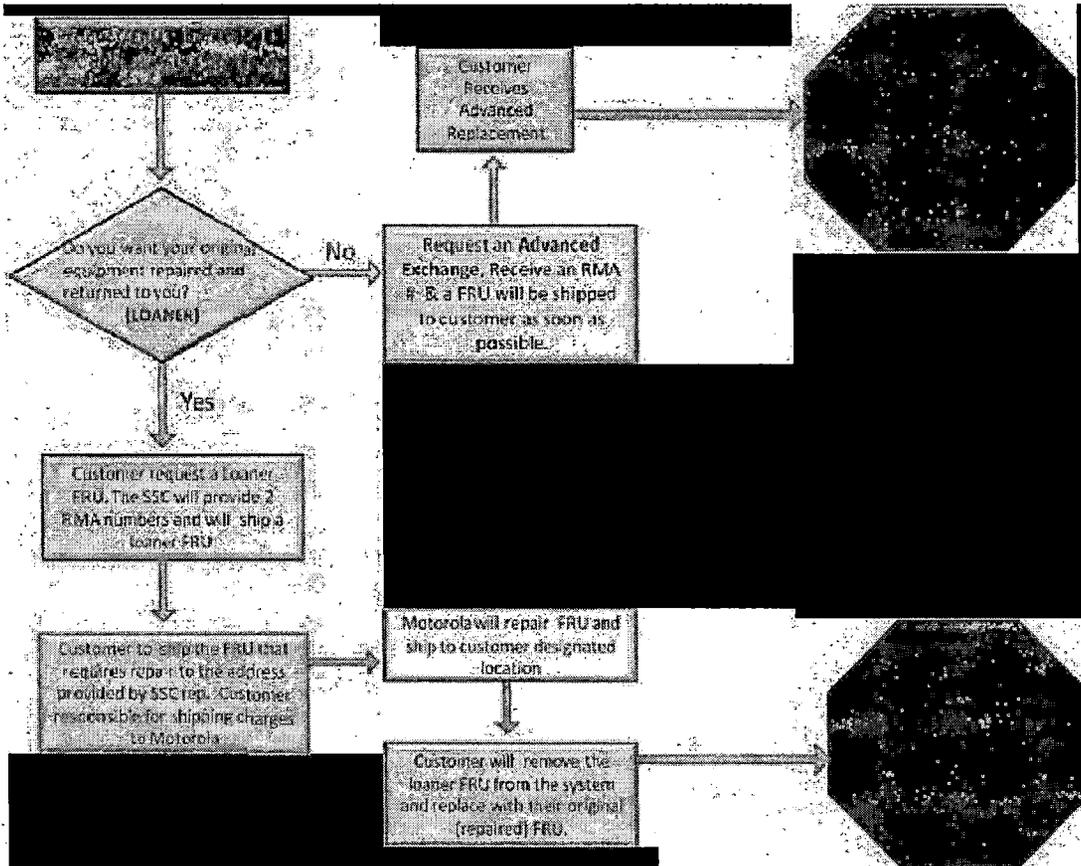
payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third-party infrastructure named in the applicable attached exhibit.

- 1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.
- 1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.
- 1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.5.5 Provide customer purchase order number to secure payment for any costs described herein.
- 1.5.6 Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See Shipping Charges.
- 1.5.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.
- 1.5.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.
- 1.5.9. For Infrastructure and/or third-party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.
- 1.5.10. Clearly print the return authorization number on the outside of the packaging.
- 1.5.11. Maintain information of software/applications and firmware for re-loading of infrastructure.
- 1.5.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

Advanced Exchange or Loaner Decision Process:



Shipping Charges:

Service	Advanced Replacement Contract Shipping Charges
Exchanges (Outbound to customer)	Motorola
Exchanges or Loaners Next Flight Out (Outbound to customer)	Customer
Exchanges or Loaners Non-Motorola carrier (Outbound to customer)	Customer
Exchanges (Inbound to Motorola)	Motorola
Loaner (Outbound to customer)	Motorola
Loaner Repair (Inbound to Motorola)	Customer
Loaner Repair & Return (Outbound to customer)	Motorola
Loaner Installation (OnSite Servicer)	Customer

*Motorola shipping carriers – FedEx and DHL

END OF SECTION

NETWORK UPDATES STATEMENT OF WORK

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party" or together as "Parties".

1.1 Description of Service

As network updates become available, Motorola agrees to provide the customer with applicable software/hardware updates and implementation services necessary to maintain their ASTRO25 system at an exceptional level of support. ASTRO25 system software/hardware updates improve system functionality/operation and extend the useful life of the network.

1.2 Scope

This service includes 3rd Party and Motorola solutions Software as well as select hardware to maintain supportability. All updates are pretested and certified in a dedicated ASTRO25 test lab to ensure that they are compatible and do not interfere with ASTRO25 network functionality. Network updates may also include feature enhancements. At Motorola's option, feature enhancements may be offered for purchase.

1.3 Software/Hardware under the Agreement

The ASTRO25 software covered under this agreement include:

- Base stations
- Site controllers
- Comparators
- Routers
- LAN switches
- Servers
- Dispatch consoles
- Logging equipment
- Network management terminals
- Network Fault Management ("NFM") products
- Network security devices such as firewalls and intrusion detection sensors
- Associated peripheral infrastructure software

1.3.1. Motorola Solution will provide certified hardware version updates necessary to refresh the system with an equivalent level of functionality. Any hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations are not included.

1.3.2. If originally provided by Motorola, the following hardware components are eligible hardware for refresh when necessary to maintain the system functionality in place at the time this agreement was executed:

- Servers
- PC Workstations
- Routers
- LAN Switches

- 1.3.3.** If originally provided by Motorola, the following hardware components are eligible for board-level refreshes when necessary to maintain the system functionality in place at the time this agreement was executed. A "board-level refresh" 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 Console Operator Positions
 - STR 3000 Base Stations
 - Quantar Base Stations
 - ASTROTAC Comparators
 - PSC 9600 Site Controllers
 - PBX Switches for Telephone Interconnect
 - NFM/NFM XC/MOSCAD RTU
- 1.3.4.** The parties agree that this agreement only covers those items expressly stated above. There is no coverage on any additional software or hardware products unless specifically described in this agreement. Motorola may, at its sole discretion, choose to include coverage for other items. Refer to section 1.6 for exclusions and limitations.
- 1.3.5.** Motorola will provide implementation services necessary to install the system software and hardware updates. Any implementation services that are not directly required to support the network updates are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system refresh are not included.
- 1.3.6.** Motorola agrees to provide the necessary software design and technical resources necessary to complete the network updates.
- 1.3.7.** The pricing in this agreement is based on the system configuration outlined in the System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require a price adjustment to this agreement.
- 1.3.8.** This agreement applies only to system release version within the ASTRO25 7.X platform.
- 1.3.9.** Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.
- 1.3.10.** Coverage Continuity. The parties agree that this agreement requires continuous coverage beginning within (90) days after system acceptance. Beyond (90) days from system acceptance or if payments are discontinued, additional payment(s) will be necessary to cover the period for which coverage was discontinued or delayed. The total of payments for lapses in coverage will not exceed 3 years.

1.4 Motorola has the following responsibilities:

- 1.4.1.** Identify and Communicate with the customer the scope of network updates as

they become available.

- 1.4.2. Work with the customer to schedule applicable network updates.
- 1.4.3. Assign the program management support required to perform network updates as necessary.
- 1.4.4. Assign field installation resources required to perform network updates as necessary.
- 1.4.5. Assign Centralized engineering resources required to perform network updates as necessary.
- 1.4.6. Install network updates.
- 1.4.7. Deliver Impact and change management training as necessary.
- 1.4.8. Perform appropriate system backups.
- 1.4.9. Work with the customer to validate that all system maintenance is current.
- 1.4.10. Deliver post update implementation training to the customer as needed.
- 1.4.11. Validate all system update deliverables are complete.
- 1.4.12. Obtain completion sign off from the customer.

1.5 The Customer has the following responsibilities:

- 1.5.1. Contact Motorola to schedule and engage the appropriate Motorola resources.
- 1.5.2. Customer will allow the permanent installation of a server which will be connected to Motorola and will be used for system auditing, software uploads and software update installation.
- 1.5.3. Asset in site walks of the system during the system audit when necessary.
- 1.5.4. Provide a list of any FRUs and or spare hardware to be included in the network updates when applicable.
- 1.5.5. Purchase any additional hardware /software necessary to implement optional system features or system expansions.
- 1.5.6. Provide or Purchase labor to implement optional system features or system expansions.
- 1.5.7. Participate in impact/Change management Training as necessary.
- 1.5.8. Inform system users of system updates and scheduled system downtime if necessary.
- 1.5.9. Cooperate with Motorola to provide post update implementation training as needed.
- 1.5.10. Provide Motorola with a completion sign off.

1.6 Exclusions and Limitations

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from this agreement unless otherwise agreed in writing by Motorola and included in this SOW.

- 1.6.1. This agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 1.6.2. This agreement does not cover software support for unauthorized modifications or other misuse of the covered software.
- 1.6.3. Updates for equipment add-ons or expansions during the term of this ASTRO 25 agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola and Customer.

1.7 Special Provisions

The coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues this agreement; in either case, Motorola will refund to Customer any prepaid fees for services applicable to the terminated period.

1.8 High Speed Connectivity Specifications

- 1.8.1. The Minimum supported link between the core and the zone is a full T1.
- 1.8.2. Any link must realize or a sustain transfer rate of 17Kbps/1.4 Mbps or better bi-directional.
- 1.8.3. Interzone Links must be fully operational when present
- 1.8.4. Link Reliability must satisfy these minim QoS levels:
 - Port availability must meet or exceed 99.9% (three nines)
 - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links o Packet loss shall be no greater than 0.3%
 - Network jitter shall be no greater than 2 ms.
- 1.8.5. The network requirements above are based on the SLA provided for sprint dedicated IP services as of April 2012. It is possible that other vendors may not be able to meet this exact SLR, so these cases must be examined on a case by case basis.

System Pricing Configuration – This configuration is to be reviewed annually from the contract effective date. Any change in the system configuration may require a price adjustment.

CORE	
Master Site Configuration	0
Zones in Operation (DSR/Dark Master site)	0
Zone Features: I&D, TDMA, Telephone Interconnect, CNI, HPD, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, Infovista, KMF/OTAR.	0
RF SYSTEM	
Voice RF Sites/Simulcast Sites (Including Prime sites)	0
Repeater/Stations (FDMA)	36
Repeater/Stations (TDMA)	0
HPD RF Sites	0

HPD Stations	
DISPATCH CONSOLE SYSTEM	
Dispatch Sites	0
MCC7500 Operator Positions (VPM)	0
Conventional Channel Gateways (CCGW)	0
Conventional Site Controller (GCP 8000)	0
LOGGING SYSTEM	
Number of AIS Servers	0
Number of Voice Logging Recorder	0
Number of Logging Replay Clients	0
NETWORK MANAGEMENT/MOSCAD NFM	
Number of NM Clients	0
Number of Fault Management Clients/NFM Clients	0
Number of Fault Management RTUs	0
Number of NM Clients	0

END OF SECTION

Semi Annual Preventative Maintenance Check (MERS Trailer)

1.0 Description of Services:

A Preventative Maintenance check will provide an operational test and alignment on the radio Infrastructure equipment installed in the Mobile Emergency Radio System (MERS) Trailer to ensure it meets the original manufacturer's specifications. The preventative maintenance check will be performed on a semi-annual basis and scheduled upon customer's request. A report will be provided to the customer upon completion. This service will be performed during normal standard business days/hours (Monday – Friday, 8am – 5pm).

2.0 Motorola has the following responsibilities:

- Schedule the PM checks with the Service provider on a semi-annual basis.
- Cooperate with Motorola to perform all acts that are reasonable or necessary to enable FSO to provide the Preventative Maintenance (PM) check on the radio equipment.
- Physically inspect the infrastructure equipment for the radio system.
- Remove any dust and/or foreign substances from the radio equipment.
- Clean filters, if applicable, on the radio equipment.
- Measure, record, align, and adjust the radio equipment parameters in accordance with the manufacturer's service manuals and the rules and regulations of the Federal Communications Commission (FCC) where applicable.
- Document all measured parameters on the radio equipment as identified in Table D and provide the customer with a report at the conclusion of this service.

3.0 Customer has the following responsibilities:

- Schedule the PM checks with the Service provider on a semi-annual basis.
- Cooperate with Motorola to perform all acts that are reasonable or necessary to enable FSO to provide the Preventative Maintenance (PM) check on the radio equipment.

Table D: Radio Equipment Preventative Maintenance Check list

Infrastructure Type	Operational Check (where applicable)
Repeater(s), Base Station(s) <ul style="list-style-type: none"> • 6 Channel 4.1 IR site • 6 Channel 7.6 ASR site 	Transmitter modulation RF power output/reflected RF Frequency Measured/adjusted Receiver Sensitivity Measured/Adjusted Power Supply voltages Transmission Line Sweep with Antenna Auto Tune Combiner operation

Statement of Work

SP-Microwave Service Repair

1.0 Description of Services:

Microwave Service Repair is a repair service provided by the Servicer for the Microwave equipment named on the Customer Equipment list. At the Servicer's discretion and responsibility, Infrastructure may be sent to Motorola, original equipment manufacturer, third party vendor, or other facility for repair.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Terms and Conditions or other applicable Agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola Servicer has the following responsibilities:

- 2.1. Repair or replace Infrastructure at the Servicer facility or Customer location as determined by Servicer. Any replaced FRU will be of a similar kit and version, and will contain like boards and chips, as the Customer's malfunctioning FRU(s). Servicer is responsible for travel costs to a Customer location to repair Infrastructure.
- 2.2. Perform the following on Microwave Infrastructure:
 - 2.2.1. Perform an operational check on the Infrastructure to determine the nature of the problem.
 - 2.2.2. Repair or replace malfunctioning FRU, as determined by Servicer.
 - 2.2.3. Verify that Infrastructure is returned to manufactured specifications.
- 2.3. Provide the following service on select third party Infrastructure
 - 2.3.1. Perform pre-diagnostic and repair service to confirm Infrastructure malfunction and eliminate sending Infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 2.3.2. Ship malfunctioning Infrastructure to the original equipment manufacturer or third-party vendor for repair service. Servicer is responsible for all shipping and handling charges.
 - 2.3.3. Coordinate and track Infrastructure sent to the original equipment manufacturer or third-party vendor for service.
- 2.4. Notify the Customer upon completion of repair or replacement.
- 2.5. Properly package, return ship or hand deliver Infrastructure to the Customer specified address. Servicer will pay return shipping charges, if being sent via overnight carrier.

3.0 Customer has the following responsibilities:

- 3.1. Contact Servicer and provide the following information:
 - 3.1.1. Provide customer name, address of site location, and symptom of problem.
 - 3.1.2. Provide model description, model number, serial number, and type of System and Firmware version, if known.
- 3.2. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide Local Infrastructure Repair services to Customer.
- 3.3. Provide spare board inventory to be used to bring system back online while defective unit is being repaired.

Statement of Work

SP-Com Shop Support

Technical Support

Toll Free Support

A toll-free number provides guidance on the use of Applications and associated functionality, as well as Technical Assistance. Support Line – (877) 626-6157.

24/7 Online Customer Portal Access

Customers are given a username and password to the Customer Support Portal on our website. This portal gives users 24/7 access to training manuals, tips & tutorials, and product documentation.

Automated Support Ticket System

Support staff logs all calls in a database to categorize issues and ideas that customers bring to light. The support database has escalation features based on the situation severity. Support staff continuously monitors this database to identify troubled-spots and review customer input for new tools and functionality. The input gained from this is then openly discussed and, if approved, included as part of our annual update process.

Application Maintenance

Annual Version Updates

Once a year, the customer is provided application updates that include new features which have been developed based on customer input. These enhancements are designed by the Development Team with direction from the Engineering staff. Previous enhancement examples include:

- New Application Utilities
- Increased Reporting Capabilities
- User Interface Enhancements
- Work Flow Improvements and Features
- Increased Application Performance

Patches & Fixes

These Application Software changes address issues found by users, Engineers, and Quality Control. Any software change that is needed to address a Severity One situation is issued immediately.

Webinars

Customers are provided a webinar review of new features and products to ensure that clients are up to date on all the latest enhancements and how they can utilize them within their organization. These webinars are made available to view on the Customer Support Portal.

New Version Upgrades

Maintenance customers are offered incentives on future full version upgrades.

Statement of Work

DiagnostX Extended Warranty

1.0 Description of Service

The DiagnostX Extended Warranty Bundle covers any hardware, software or firmware defects that arise during the extended warranty period for the DX-1000C DiagnostX Over the Air Waveform Analyzer. Additionally, the extended warranty entitles the customer to software updates released during the warranty period.

The DX-1000 is not covered under warranty if the unit is damaged by acts of God, power surge, misuse, abuse, negligence, accident, wear and tear, mishandling, misapplication, intrusion or exposure to liquid or other causes unrelated to defective materials or workmanship.

The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

2.0 Motorola's subcontractor has the following responsibilities:

- 2.1 Will repair the unit after examination.
- 2.2 Motorola's subcontractor, Locus Diagnostics, LLC will cover the cost of shipping both inbound and outbound for maintenance repairs.

3.0 Customer has the following responsibilities:

- 3.1 This service must be purchased concurrent with the purchase of the unit or before the expiration of the initial one year warranty period.
- 3.2 Contact Locus Diagnostics, LLC customer service at support@locususa.com or (321)-727-3077 to obtain a Returned Material Authorization (RMA) number.
- 3.3 Ship the unit directly to Locus Diagnostics, LLC.



MOTOROLA SOLUTIONS

City of Fort Lauderdale

PremierOne® Essential Maintenance and Support Agreement Renewal

Exhibit A: Covered Products, Support Options, and Pricing

Maintenance and Support Agreement 19-PS-92434

Term: 10/01/2025-09/30/2026

Customer Agency		Billing Agency	
City of Ft Lauderdale		City of Ft Lauderdale	
Address	528 NW 2nd Street	Address	528 NW 2nd Street
City, State, Zip	Ft Lauderdale, FL 33301	City, State, Zip	Ft Lauderdale, FL 33301
Contact Name	Fire Chief Stanley	Contact Name	Accounts Payable
Telephone Number	954-828-6818	Telephone Number	
Email Address		Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) MSI-HELP (800-674-4357).

Site Identification Numbers	
Product Group	Site Identification Number
PremierOne® CAD	PSA10460_(CAD)
PremierOne® Mobile	PSA10460_(P1MOB)

Motorola Essential Support Services Include:

- Access to Users Group Site
- Case Management 24x7
- Customer Support Plan
- HPE Defective Media Retention
- On-site Support (when applicable)
- Software Releases, as defined
- Technical Support 9x5
- Third-party Vendor Coordination
- Virtual Private Network VPN Tool

Motorola Supported Products

Product	Description	Service Level	Qty	Full Term Fees
PremierOne® Interfaces				
PremierOne Interfaces	ImageTrend Data Feed IF	Essential	1	\$3,195.00
PremierOne® Mobile				
PremierOne Mobile	P1 Mobile Client License with Mobile Mapping (Concurrent User) - FR	Essential	3	\$859.00
PremierOne Mobile	P1 Mobile Client License with Mobile Mapping (Concurrent User) - PD	Essential	213	\$60,980.00
PremierOne® CAD Software				
Add-On PremierOne CAD	PremierOne CAD & Mobile Reporting Service Server License Warranty 10/1/24-9/30/25 PO# 4709 dtd 07/31/23	Essential	1	\$6,048.00
Motorola Software Supported Total				\$71,082.00

Optional Services Available

**Requires Multi-Year Agreement*

- Hardware Refresh*
- Health Checks
- Managed Detection Response (MDR)
- Onsite GIS Administration - GeoFile Services
- Onsite System Administration
- Professional SW and HW Upgrade Services*
- Remote System Administration
- Report Writing
- Special Events
- Summit Advanced Purchase

OPTIONAL SUPPORT SERVICES

Service	Description	SOW Reference	Qty	Term Fees
Service Level	24x7 Technical Support	Exhibit C	1	Included
OPTIONAL SUPPORT SERVICES TOTAL				Included

Support Fees Summary

Product	Service Level	Term Fees
PremierOne® CAD Interface	Essential	\$3,195.00
PremierOne® Mobile	Essential	\$61,839.00
Add-On PremierOne® CAD RDW	Essential	\$6,048.00
Subtotal Motorola Support		\$71,082.00
24x7 Technical Support		Included
Subtotal Optional Support Services		Included
Grand Total		\$71,082.00

Exhibit B: PremierOne® Customer Support Plan

Quick Contact Matrix	
Support Center	
Toll Free Phone#	1-800-MSI-HELP (1-800-674-4357)
Email	PSACASE@Motorolasolutions.com
Motorola Portal	Customer Support Portal
Provide the following information:	Site Name Your Name Your Call Back Number A Brief Description of the Problem Priority (Critical, High, Medium, Low)
Warranty and/or Service Agreement Information	
Customer Name: City of Ft Lauderdale	Contract #: 19-PS-92434/FLP19P133A
Service Agreement Start/End Date: 10/01/25-9/30/26	Service Level: Essential
Customer Support Manager	Contracts Manager
Name: Cindee Markes	Name: Tanya Mansell
Mobile: (954) 723-4718	Mobile: (714) 319-6242
Email: cindee@motorolasolutions.com	Email: tanyamansell@motorolasolutions.com

Escalation Plan

Our goal is to ensure our customers receive the best possible support from Motorola. If you feel that your support or maintenance needs are not being met, as a direct Motorola Customer, we provide an escalation process for your request to the next Motorola department or manager.

Your initial call should always be to the first department or person on the list below. If, after making this initial contact you still have unresolved issues, please see below for escalation contact information.

Escalation Plan			
	Level 1	Level 2	Level 3
Support Center	Support Center Managers: Marcelo Cravinhos – South East marcelo.cravinhos@motorolasolutions.com	Tim Heddlesten Senior Manager, Technical Support tim.heddlesten@motorolasolutions.com	Tim Leach Head of Software Enterprise Centralized Managed and Support Operations tim.leach@motorolasolutions.com

Customer Support Plan Overview

Serving Our Customer's Needs

Motorola is committed to helping people be their best in the moments that matter. We appreciate the opportunity to provide the following support services (Support Services) pursuant to this Customer Support Plan (CSP), which has been tailored specifically for your PremierOne® Solution. Our Service Delivery Team is focused on the health, system performance and reliability of the PremierOne® Solution (PremierOne® Solution). You will work with an account manager or service contract manager who will maintain regular communications with you and will continually monitor and assess our service deliveries over the full lifecycle of the engagement. They will be your single point of contact for any questions on Motorola products or support.

Your Support Plan may be amended from time to time to align with industry best practices and customer needs. Our goal is to build a service relationship you can trust.

PremierOne® Support Services

Motorola Essential Support Services provides basic support delivered through a combination of centralized resources within Motorola Centralized Managed Support Operations (CMSO) Technical Services Organization (TSO) team collaborating with product development resources that are experienced in managing mission critical systems and associated technologies. The TSO team operates 24/7/365, leveraging remote access to customer systems for complete resolution methods.

Open communication is the key to effective support service delivery and relationship building.

The Support Plan covers the customer locations in the table below.

Site ID	Product Group	Site Name
PSA10460_(CAD)	PremierOne® CAD	City of Ft. Lauderdale

Motorola CMSO and Service Desk

The CMSO TSO is the central point of contact to report PremierOne® Solution incidents and submit change requests. The TSO team can be reached 24/7 to assist with your service needs via:

- Toll Free Telephone: 1-800-MSI-HELP (800-647-4357) and convey the request
- Customer Support Portal: low priority requests only, (estimated 24 hour turnaround)
- Email: PSACASE@motorolasolutions.com (estimated 24 hour turnaround)

NOTE: Critical and high priority incidents should not be reported via email or the Customer Portal. Product and system technical resources are ready to receive and take action on requests for service.

The CMSO TSO will respond to reporting incidents according to the priority levels and response times defined in Section 1.5.

Case Management via Customer Support Portal

The Customer Support Portal provides customers with an interface into our Incident Management system. Customer Support Portal gives valuable system and service information whenever you need it along with complete case management details from submission to close:

- Customer Support Portal provides the ability to:
- Create low priority tickets
- Obtain status updates on existing tickets
- Supply additional information on tickets 24/7
 - When updating ticket notes, please provide contact information, which includes phone number, email, etc.

Motorola does not recommend using this tool for opening Priority 1 or 2 tickets. The same guidelines apply to updating tickets with critical information. For any critical issues or updates, customers should contact the TSO by calling 1-800-MSI-HELP (800-647-4357)

Ticket Initiation via Email

An alternative customer support tool is available for PremierOne® Solution customers. Along with the toll-free phone number and Customer Support Portal, customers can request technical support by email. For many customers who use their handheld devices as a means to open tickets, email provides additional flexibility for initiating tickets.

For proper ticket management and contractual response, email ticketing is only available for priority levels 3 or 4. To process a ticket via email, the email must be formatted exactly as described below:

1. Address email to: PSACASE@motorolasolutions.com
2. Email Subject: Type "PSA Service Request" and a brief description of the system issue (this will become the ticket title)
3. Use the following template for the body of the email. Copy and paste from below, adding the accurate and specific needs of the request following the bold items listed:
 - A. **Site ID:** Site ID
 - B. **Product Type:** followed by the product family type. Choose from the following list:
 - i. PremierOne® CAD
 - ii. PremierOne® Mobile (including Handheld or PMDC)
 - iii. PremierOne® Records
 - C. **Contact First Name:** first name or the person support personnel are to contact
 - D. **Contact Last Name:** last name or the person support personnel are to contact
 - E. **Phone Number:** phone number, including area code, where the contact person may be reached
 - F. **Priority Level:** indicate either priority level 3 or 4. All priority level 1 or 2 tickets must be opened via the toll-free TSO number.
 - G. **Problem Description:** a comprehensive description of the problem
4. Once the email is sent, the customer will receive an email with a ticket number for future reference. If an email response is not received, or if a priority level 1 or 2 ticket needs to be opened, please contact the toll-free TSC number.

CJIS Compliance

Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, corruption or security risks. The customer is responsible for maintaining security controls for their managed networks and infrastructure, including but not limited to servers, boundary protection devices and information flow enforcement. During the term of the Agreement, if the Solution enables direct or indirect access to FBI defined Criminal Justice Information (CJI), Motorola will comply with the FBI Criminal Justice Information (CJI) Security Policy. Any additional security measures desired by the customer may be available for an additional fee.

Motorola will provide the necessary information for its personnel that access customer CJI to submit to a background check based on submission of FBI fingerprint cards, complete CJIS Security Awareness Training and execute the CJIS Security Addendum. It is the customer's responsibility to determine when the background credentialing process is required by Motorola personnel.

Customer is independently responsible for due diligence and establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control and identification and authentication policies and procedures, including password security measures, lost and stolen credentials, account disabling, account validation, log retention capacity planning and customer jurisdiction specific data retention requirements. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed, viewed or removed from the information system by customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, or their role in CJIS Security Policy compliance. Motorola reserves the right to terminate the Service if customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution or Motorola own security measures.

Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries to include CJIS Security Policy reporting.

Summary

Our Support Plan includes the following key services elements:

- **Single point of contact - Customer Success Advocate** who maintains close communication with you and serves as a point of escalation when service or support levels are not meeting expectations.
- **Systems Support Center:** One place to report incidents and place requests - Reported incidents are correlated with alerts received from the NOC for reduced root cause determination.
- **Emergency Call Management Portal:** Enhanced access to case status and resolution details.
- **Network Security Operations Center:** Continuous monitoring and response of the Motorola PremierOne® Solution as well as providing notification of critical and high security alerts.
- **Technical Support Center:** Staffed with subject matter experts to handle escalated tickets.

Benefits to Your Agency

- **Maximize Performance.** Increase system uptime and quality of service through fast detection of service disruptions and restoration of services
- **Save Time.** Take back valuable minutes and better allocate resources with proactive monitoring that helps reduce truck rolls and IT support requests
- **Rely on a Trusted Support Team.** Depend on our skilled team to be the first line of defense and have greater peace of mind
- **Reduce Risk.** Gain visibility, enhance performance and increase cyber security with our full suite of NSOC offerings.

Exhibit C: PremierOne® Essential Services Statement of Work

1.1 Overview

Motorola's PremierOne® Essential Services (Essential Services) provides an integrated and comprehensive sustainment program for PremierOne® systems. Essential Services do not include mobile devices, portable devices, or network backhaul equipment maintenance.

Advanced Services consist of the following service elements:

- Remote Technical Support
- Hardware Repair Coordination
- Software Maintenance

Each of these elements is summarized below and expanded upon in 1.4 Essential Services Detailed Description. In the event of a conflict between the descriptions below and an individual subsection of 1.4 Essential Services Detailed Description, 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) and the City of Ft Lauderdale.

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 Master Support Agreement.

Remote Technical Support

Motorola CMSO Technical Support Center (TSC) provides remote consultation with technical and product development resources skilled with diagnosing and resolving PremierOne® platform performance and operation issues.

Hardware Repair

Motorola will coordinate repair of select third-party infrastructure equipment supplied by Motorola. Motorola CMSO coordinates the equipment repair logistics process with the vendor if it is sourced from Motorola as a part of the contract.

Software Maintenance

As new software becomes available for your PremierOne® system, Motorola will provide access to the latest software updates so that software performance and equipment operates to its specifications and functionality. Software releases can be scheduled by the Customer and are delivered through the customer support portal. The delivery of the software releases under the Software Maintenance does include resources to perform the Software Upgrade.

1.2 Motorola Service Delivery Ecosystem

Essential Services are delivered through a tailored combination of centralized teams equipped with a sophisticated service delivery platform, a customer support portal, and applicable third party vendors. 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's support process is the Centralized Managed Support Operations (CMSO) organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 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, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times.

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

1.2.2 Account Manager

A Motorola Account Manager (AM) will be the Customer's key point of contact for defining and managing services. The AM's initial responsibility is to provide maintenance and support contract and 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 division of responsibilities between the Customer and Motorola are detailed in this SOW.

1.3 Customer Support and Maintenance Expectations

In order to successfully deliver the services outlined in this SOW, the Customer is expected to assist Motorola with performing tasks related to administration, maintenance, and support. The customer will provide a properly trained technical resource responsible for administration, maintenance, and support of your PremierOne® Solution, and who is familiar with the operation of the PremierOne® Solution. If the customer has opted for an OSA, the OSA will assist the Customer's trained technical resource with the mutually agreed upon administration, maintenance, and support responsibilities outlined below for your PremierOne® Solution.

The customer technical resource will be suitably skilled and trained as the on-site expert when requested by the TSC. They will validate issue resolution prior to close of the ticket in a timely manner.

Note - If the customer has opted for an OSA, the customer technician on-site presence is required when requested by the TSC during times the OSA is not on site.

The Customer support personnel are responsible for the following:

- Initiate Service Request Tickets. Contact Motorola through authorized tools and processes outlined in the Motorola CSP to initiate technical support tickets.
- Assess Priority Level. Assist in assessing the urgency and impact of the issue so the correct Priority Level is assigned, as found in the SOW and CSP.
- Escalate Appropriately. Contact Motorola to add information, make changes to existing technical support tickets or escalate service requests to Motorola management. Motorola CMSO TSC contact information is provided in the CSP.
- VPN connectivity. Provide VPN connectivity and telephone access to Motorola personnel, if applicable.
- Physical Workstation Maintenance. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Inspect physical equipment for damage or wear, replace parts as per contractual agreement.
- CAD client maintenance. Apply upgrades such as OS patches, administrative tools, and utilities.
 - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
 - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
 - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to PremierOne® Solution Products latest published Anti-Virus Exclusions List.).
 - Apply any Microsoft Critical Security patch to their PremierOne® Solution that fits within the security and sustainability processes of the agency. Motorola recommends agencies follow Microsoft's guidance related to the application of Critical Security patches.
 - If Security Patching Services are purchased from Motorola the Customer will be responsible for rebooting servers and workstations to apply the deployed patches.
- Mobile Client Maintenance: Apply upgrades such as OS patches, administrative tools and utilities.
 - Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.).
 - Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
 - Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list (Refer to latest released PremierOne® Solution Products Anti-Virus Exclusions List.).
 - Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.).
 - Note: The Mobile Client Maintenance will be completed by the OSA if the OSA has been purchased.
- Custom Reports: Build/Modify/Support all custom reports in a manner that will not adversely impact RDW Server/Database functionality. Custom reports are the sole responsibility of the creator and not supported by Motorola. In an event that Motorola is creating reports for the Customer, it will be supported by Motorola Support teams.
- CAD Client Upgrade Testing: Test PremierOne® Solution Software Releases (includes Standard, Cumulative Upgrades (CU) and On Demand Releases (OD)). Report and supply data for any problems that are discovered with the software to Motorola for review and correction. Ensure that minimum software/hardware requirements are met.
- Third-Party Maintenance:

- Net - Install, upgrade, configure, and maintain .net framework software as per minimum requirements outlined by Motorola.
- Server - Install, upgrade, configure, and maintain all servers hosting third-party products that interface to Motorola products. See Physical Server Maintenance section above for additional explanation.
- SQL - Install, upgrade, configure, and maintain MS SQL application. Make resource optimization changes pertaining to best practices as required by Motorola.
- SQL Express - Install, upgrade, configure, and maintain MS SQL Express application. Make resource optimization changes pertaining to best practices as required by Motorola.
- Unembedded Third-Party Licensing - Maintain and apply all third-party licensing for products not specifically embedded within a Motorola proprietary product.
- Mobile Client Install and Testing: Test PremierOne® Solution Software Releases (includes Standard, CU, and ODs). Report and supply data for any problems that are discovered with the software to Motorola for review and correction. Ensure that minimum software/hardware requirements are met.
- GIS Updates: PremierOne® Solution Map Maintenance
 - Ensure validity and integrity of all GIS related data introduced to the system.
 - Record modifications made to GIS files, and confirm expected behavior within the PremierOne® Solution.
 - Perform all server mapping updates, geoset transitions, and distribute updated map files to CAD/Mobile clients.
- Anti-Virus and Windows UAC: Install, configure, and upgrade chosen anti-virus software. Appropriately configure the user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola via ticket entry. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the Customer will be responsible for diagnosing and correcting the issue. Per request, Motorola will make every reasonable effort to test and verify specific anti-virus patches against a replication of the Customer's application if a problem cannot be resolved internally.
- System Backups: With the assistance of the OSA, perform and confirm successful completion of daily backup operations. Ensure that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that PremierOne® Solution SQL Server Management Studio (SSMS) full and incremental database backups completing successfully, report related SCOM notifications to Motorola.
 - Note: Tape Backups and HD Backups are the sole responsibility of the Customer, even if a dedicated OSA is purchased.
- Provisioning knowledge of the system: Customer must ensure that adequate provisioning training and knowledge has been provided to those authorized to access and/or make changes within PremierOne® Solution Provisioning. Provisioning changes should be tracked. This information should be supplied to Motorola to aid in troubleshooting efforts should a problem be experienced. Motorola now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the Customer as a failsafe.
- Gathering Issue Logs (Server and Client): During non-business hours, supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by Motorola, must be furnished. Absence of requested data may lead to ticket closure. (The OSA will assist with this task during normal business hours).

- **Customer Data Archiving:** Customer is responsible for all PremierOne® Solution Data Archival as per their internal requirements and needs. Adequate storage space should be maintained, and data must not be stored in a manner that adversely impacts the PremierOne® Solution or component operations.
- **Network Bandwidth and Stability:** Install, monitor, and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of Motorola products and related system components.
- **Remote Access:** Customer must provide remote access to requesting Motorola personnel for troubleshooting purposes. This includes, but is not limited to, VPN account access, remote hosting, PremierOne® Solution domain access, and access to all system elements that pertain to the operation of the PremierOne® Solution and functionality.
- **Backup Power:** Install and maintain backup power source to ensure the effective operation of the PremierOne® Solution System and all its components in the event of a primary power source failure.
- **End User Training:** Ensure that all end users of Motorola products are trained to perform their duties and not cause harm or upset of system functionality. Motorola does offer additional training if necessary for an additional cost.
- **Change Management:** Notify Motorola of any changes made to the PremierOne® Solution, associated interfaces, related hardware, software, network, or any other system element that may adversely impact operation or system functionality.
- **Note - Motorola is not liable for any loss of functionality related to any changes or updates made to the solution by customer or third parties. We strongly recommend that customer advise Motorola of any proposed changes or third party integrations before undertaking same to ensure that functionality will not be adversely affected.**

1.4 Essential 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.

Note - Delayed, incomplete, or inaccurate customer-provided information may have a significant impact on the project schedule and deliverables.

1.4.1 Remote Technical Support

Motorola's Remote Technical Support service provides telephone consultation for technical issues that require a high level of PremierOne® network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola CMSO TSC by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies 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.

1.4.1.1 Description of Service

The CMSO's primary goal is Customer Issue Resolution (CIR), providing incident restoration and service request fulfillment for Motorola's 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 TSC supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls indicating incidents or service requests will be logged in Motorola's CRM system, and Motorola 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 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 classifies and responds to each technical support request in accordance with Section 1.5: PremierOne® 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 provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

1.4.1.2 Scope

Motorola primary objective is to restore your PremierOne® Solution to normal operations as quickly as possible and minimize the adverse impact of service events on our customers and their mission. This serves our primary goal of maintaining quality of service and availability. The PremierOne® Solution team of highly skilled, knowledgeable and experienced specialists are available to the customer as an integrated part of the essential support and technical issue resolution process.

All customer requests for service and change requests are tracked centrally in Motorola IT Service Management (ITSM) toolset, resulting in a ticket number. All TSC support activity that occurs after the cutover of the system into production is tracked in this system to promote consistent visibility of all activities.

All calls requiring incidents or service requests are assigned a priority in accordance with the agreed Table 1-6: PremierOne® Priority Level Definitions and Response Times. Via the ITSM, Motorola will track the progress of each ticket from initial capture to resolution. Motorola will advise and inform the customer of the ticket progress and tasks that require further investigation and assistance from the customer's technical resources.

Upon notification of the incident, the TSC will supply a ticket number for reference. For each reported or alert generated incident, the TSC will apply a "Priority Level" classification, which has an assigned target response time objective. This classification provides the means to manage the appropriate response and engagement processes.

1.4.1.2.1 Incident Reporting and Response

The CMSO Technical Support team is available via telephone 24/7/365 to receive and log requests to address issues with PremierOne® systems. Remote Technical Support service is provided in accordance with Section 1.5: PremierOne® Priority Level Definitions and Response Times.

At a minimum, when reporting an incident using the toll-free number (800-MSI-HELP, the TSC will require:

- Customer name (Site)
- Caller's name
- Caller's contact number (supply alternate call back number)
- Description of the problem or request
- Operational impact of the problem (Priority Level)

The CMSO will respond to incident reports according to the priority levels defined in Section 1.5: PremierOne® Priority Level Definitions and Response Times.

Reporting Trouble – The TSC number is provided to all customers for PremierOne® Solution issues. If the issue cannot be resolved through our remote diagnostics by the TSC, then the customer technician

will be required to report on-site to assist with the troubleshooting effort.

Response Time – shall be defined as the amount of time expired between the time in which the issue is either (a) detected by monitoring or (b) reported to TSC by the customer to the time that a qualified technician is actively troubleshooting the issue.

For all incidents reported that are not determined to be a Critical P1 or High P2 incident, the response time is related to the below office hours:

Note - Business Days is defined as Monday – Friday excluding holidays.
Business Hours is defined as Monday – Friday 9 a.m. – 6 p.m. Central Standard Time.

Incident Time – means the period of time during which the service or any service component suffers an Incident. Incident Time shall commence when the issue is either (a) detected by monitoring or (b) reported to the TSC by the customer. Incident Time shall end upon completion of the repair or restoration of the service or service component. Incident Time shall not include downtime attributable to (a) Force Majeure conditions (as defined in the applicable agreement); or (b) scheduled preventive maintenance that the customer was notified of and consented to in advance.

1.4.1.3 Inclusions

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

1.4.1.4 Motorola Responsibilities

- Maintain availability of the Motorola CMSO TSC via telephone (800-MSI-HELP) 24/7/365 to receive, log, and classify Customer requests for support.
- Open a ticket and categorize the reported issue or request.
- Respond to and resolve incidents and technical service requests in accordance with Section 1.5: PremierOne® Priority Level Definitions and Response Times.
- Perform analysis to assist in identifying a corrective action plan.
- Provide the caller a corrective action plan outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola 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.
- Provide regular status updates for incidents.

1.4.1.5 Limitations and Exclusions

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

- Customer training.
- Remote Technical Support for third-party equipment or APIs not sold by Motorola or listed in Exhibit A.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

1.4.1.6 Customer Responsibilities

- Prior to contract start date, provide Motorola with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the SCM.
- Contact the CMSO Technical Support team 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 personnel 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: PremierOne® Priority Level Definitions and Response Times.
- Cooperate with Motorola, and perform all acts that are reasonable or necessary to enable Motorola to provide Remote Technical Support.
- In the event that Motorola 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 to provide the service.

1.4.2 Hardware Repair Coordination

Motorola will collaborate on the hardware repair of PremierOne® system components that are supplied by Motorola with third party vendors as listed on Exhibit A (Covered Products, Support Options and Pricing).

1.4.2.1 Description of Service

At Motorola's discretion, the third-party infrastructure may be sent to the original equipment manufacturer or vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

1.4.2.2 Scope

Repair requests are assessed by the CMSO Technical Support team, which is available on a 24/7 basis. The Technical Support team will coordinate repairs with applicable third party vendors as listed in Exhibit A (Covered Products, Support Options and Pricing).

1.4.2.3 Inclusions

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

1.4.2.4 Motorola Responsibilities

- Provide the Customer access to the CMSO TSC, operational 24/7 to request repair service.
- CMSO TSC will work with third-party vendors to coordinate the repair process and enable

remote work for the service.

- Create a ticket with third-party vendors to initiate the repair process of faulty equipment.

1.4.2.5 Limitations and Exclusions

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

- All Motorola 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.
- Physical, lightning, water, or shock damaged infrastructure components.
- Third-party equipment not shipped by Motorola.
- 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.
- Non-standard configurations, customer-modified infrastructure, and certain third party infrastructure.
- Firmware or software upgrades.

1.4.2.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola CMSO to request the third party repair process.
- 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 or third-party infrastructure components being sent in for service were subjected to physical, lightning, shock, or water damage.
- Follow Motorola and third-party vendors 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 and the Customer will collaborate to agree on a 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 third-party with proper software and firmware information to reprogram equipment after repair, unless current software has caused this malfunction.

Note - Inaccurate or incomplete information provided by customer or other delay by customer will result in delay of repair by the third party vendor and may incur additional charges.

1.4.3 Software Maintenance

1.4.3.1 Description of Service

Motorola Essential service includes remote upgrades of any On Demand (OD) and Cumulative Update (CU) Motorola software releases that may be available. Motorola will only provide releases that have been analyzed, pre-tested and certified in a dedicated test lab.

The customer will be responsible for scheduling remote support for the application of upgrades with the Motorola TSC.

1.4.3.2 Scope

Software releases, as well as any detailed documentation needed to implement the release, are posted to the customer support portal for customer retrieval.

Releases means an Update or Upgrade to the Motorola Software and are characterized as "On Demand Releases," "Cumulative Updates," "Standard Releases," or "Product Releases." The content and timing of PremierOne® Solution releases will be at Motorola sole discretion.

- An "On Demand Release" is a release of Motorola Software that is done on demand to address critical issues like stability, performance or priority 1 or 2 functional issues.
- A "Cumulative Update" is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates may contain product enhancements and improvements. Cumulative Updates will be superseded by the next issued Cumulative Update.
- A "Standard Release" is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that are reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).
- A "Product Release" is defined as a release of Motorola Software considered the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola opinion will prevail, if Motorola treats the Product offering as a new Product or feature for its end user customers generally.

Note - An extra fee is required for Standard Release upgrades, which may contain product enhancement and must be performed on-site.

1.4.3.3 Motorola Responsibilities

- Provide access to software release via the customer support portal.
- Provide access to detailed documentation to support the application of software releases.

1.4.3.4 Limitations and Exclusions

- Provisioning efforts.
- Motorola implementation or on-site upgrade and expansion services.

1.4.3.5 Customer Responsibilities

- Schedule remote support for software release application.

1.5 PremierOne® Priority Level Definitions and Response Times

Table 1-6: PremierOne® Priority Level Definitions and Response Times

Priority Level	Incident Definition	Response Time
Critical P1	<p>An incident is deemed CRITICAL if one or multiple critical functions are unavailable, or severely degraded such that the customers' core business functions and capabilities are no longer delivered or capable. The resulting critical impact to the customers' business is such that focus and resources must be applied to restoration or mitigation.</p> <p>Full system outage, systemic inability to process mission-critical commands (e.g. incident creation), extreme systemic slowness, or majority of clients unable to connect to the system, etc.</p>	Telephone conference within 1 Hour of initial voice notification
High P2	<p>An incident is deemed HIGH if a business function is unavailable and normal customer business activity is impacted or degraded, and a workaround may be available to mitigate the effects of the service impact; however overall efficiency or effectiveness is degraded. This may apply to both critical and non-critical functions.</p> <p>Loss of a critical redundancy, subsystem or critical interface (e.g. CommSys Query, Paramount ProQA, Fire Station Alerting, etc.), systemic ARL failure, systemic recurring disruptive issues that frequently impact users.</p>	Telephone conference within 3 Hours of initial voice notification during normal business hours
Medium P3	<p>An incident is deemed MEDIUM if business functions are available, however, there is a deviation from the expected or agreed upon level of service or other service condition not aligned with the other defined impact levels.</p> <p>Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g. interfaces installed on RDW), RDW or reporting problems, etc.</p> <p>*System must be within N-2 standards for these tickets</p>	Telephone conference within 8 Hours of initial notification during normal business hours
Low P4	<p>A request is deemed LOW for minor requests.</p> <p>This level is meant to represent minor issues, such as cosmetic issues, documentation errors, general usage questions, configuration questions and product or service Update requests.</p> <p>*System must be within N-2 standards for these tickets</p>	Telephone conference within 2 Business Days of initial notification

1.6 Conditions and Exclusions

1.6.1 Conditions

Motorola services enhance performance of your CAD systems. In order to provide a consistent level of quality services, the following conditions and limitations apply:

- Remote monitoring, troubleshooting and restoration require that the Customer provides direct remote access to all locations and equipment and that you have the necessary equipment and connectivity available for the remote access session.
- The Customer must operate hardware and software in accordance with the applicable Agreement between Motorola and the Customer. Equipment may not be covered if exposed to misuse, damage, unauthorized modification or other abuse or used in a manner for which it was not designed.
- Equipment must be operated in a normal environment and protected from adverse conditions, which may impact performance and/or damage equipment.

1.6.2 Exclusions

Motorola service and support obligations hereunder will not apply to any Motorola supported software or hardware if correction of an error, adjustment, repair or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, electric surge, shock, water damage, failure of the Customer and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.
- Repair or alteration, or attempted repair or alteration of any supported hardware and/or software by the Customer or others, unless otherwise approved in writing by Motorola.
- Connection of another machine, device, application or interface to Motorola supported equipment (hardware and/or software) by the Customer or others, which has caused damage to Motorola supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Motorola supported equipment (hardware and/or software) due to the installation of another machine, device, application, or interface not specifically certified and approved by Motorola for use in the Customer's environment.
- The operation of the software in a manner other than that currently specified in applicable product documentation.
- Incompatible or faulty Customer hardware and/or software interfaces.
- Modifications made without Motorola written approval to the OS, network, hardware or software environment or software applications.
- Cosmetic repairs, furnishing consumables, supplies, or accessories, making accessory changes, system administration, or adding additional devices or non-approved Motorola software applications.

Exhibit D: Labor Rates

Maintenance and Support Agreement 19-PS-92434

Term 10/01/2025-09/30/2026

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.