



QUOTE-3172773

Billing Address:
LAKE HAVASU CITY, CITY OF
2330 MCCULOCK BLVD N
LAKE HAVASU CITY, AZ 86403
US

Shipping Address:
LAKE HAVASU CITY, CITY OF
2330 MCCULOCK BLVD N
LAKE HAVASU CITY, AZ 86403
US

Quote Date:06/18/2025
Expiration Date:06/27/2025
Quote Created By:
Dequincy Dennis
RSM
Dequincy.Dennis@
motorolasolutions.com

End Customer:
LAKE HAVASU CITY, CITY OF

Contract: 21069 - CTR046830-STATE OF
AZ
AGREEMENT: STATE OF ARIZONA

Summary:

Any sales transaction resulting from Motorola's Quote #3172773 is based on and subject to the Terms and Conditions of the State of Arizona Contract #CTR046830, the Subscription Software Addendum and Carrier Flowdowns, notwithstanding terms and conditions on purchase orders or other Customer ordering documents.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ NEXT	APX NEXT MULTI					
1	H55TGT9PW8AN	PORTABLE RADIO APX NEXT; ALL-BAND MODEL 4.5	125		\$8,241.00	\$6,015.93	\$751,991.25
1a	Q387CB	ADD: MULTICAST VOTING SCAN	125		Included	Included	Included
1b	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE	125		\$0.00	\$0.00	\$0.00
1c	QA09030AB	ADD: MOTOROLA APX HOSTED RADIOCENTRAL*	125		\$0.00	\$0.00	\$0.00
1d	BD00001AA	ADD: CORE BUNDLE	125		\$3,106.00	\$2,267.38	\$283,422.50
1e	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	125		Included	Included	Included
1f	QA09001AM	ADD: WIFI CAPABILITY	125		Included	Included	Included
1g	Q498BN	SOFTWARE LICENSE ENH: ASTRO 25 OTAR W/ MULTIKEY	125		Included	Included	Included
1h	H797DW	SOFTWARE LICENSE ENH: DVP-XL ENCRYPTION AND ADP	125		Included	Included	Included
1i	QA09028AA	ADD: VIQI VC RADIO OPERATION	125		Included	Included	Included



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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1j	H38DA	ADD: SMARTZONE OPERATION	125		Included	Included	Included
1k	Q15AU	ADD: AES/DES-XL/DES-OFB ENCRYPTION AND ADP	125		Included	Included	Included
1l	QA03399AK	ADD: ENHANCED DATA	125		Included	Included	Included
1m	QA01767BL	ADD: P25 LINK LAYER AUTHENTICATION	125		Included	Included	Included
1n	BD00010AB	ADD: SECURITY BUNDLE	125		\$1,147.00	\$837.31	\$104,663.75
1o	H499KC	ENH: SUBMERSIBLE (DELTA T)	125		Included	Included	Included
1p	QA00580BA	ADD: TDMA OPERATION	125		Included	Included	Included
1q	QA09113AA	ADD: BASELINE RELEASE SW	125		\$0.00	\$0.00	\$0.00
1r	QA07680AA	ADD: MULTI SYSTEM OTAR	125		Included	Included	Included
1s	Q361CD	ADD: P25 9600 BAUD TRUNKING	125		Included	Included	Included
2	PSV03S02465A	APX DMS PROVISIONING PD3*	1		\$0.00	\$0.00	\$0.00
3	PSV01S01742A	RADIOCENTRAL TRAINING VIRTUAL (1 SEAT)	2		\$1,700.00	\$1,700.00	\$3,400.00
4	PSV01S02944A	PROVISIONING SUPPORT	1		\$0.00	\$0.00	\$0.00
5	SSV01S01407A	SMARTPROGRAMMING	125	5 YEARS	\$375.00	\$375.00	\$46,875.00
6	LSV01S03446A	APX NEXT DMS ESSENTIAL	125	5 YEARS	\$384.60	\$384.60	\$48,075.00
7	SSV01S04311A	SMARTINCIDENT (LTE) (GOV)	125	5 YEARS	\$375.00	\$375.00	\$46,875.00
8	SSV01S01406A	APX NEXT SMARTCONNECT SUBSCRIPTION	125	5 YEARS	\$375.00	\$375.00	\$46,875.00
9	SSV01S01476A	SMARTLOCATE	125	5 YEARS	\$375.00	\$375.00	\$46,875.00
10	LSV01S03082A	RADIOCENTRAL PROGRAMMING	125	5 YEARS	\$160.20	\$160.20	\$20,025.00
11	SSV01S01907A	SMARTMAPPING	125	5 YEARS	\$375.00	\$375.00	\$46,875.00
12	PSV01S02940A	SMARTMAPPING ENABLEMENT	1		\$0.00	\$0.00	\$0.00
13	PSV01S04827A	SMARTINCIDENT ENABLEMENT	1		\$0.00	\$0.00	\$0.00
14	NNTN9199A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	125		\$169.56	\$123.78	\$15,472.50
15	PMMN4136B	XVP830 REMOTE SPEAKER MICROPHONE, NO CHANNEL KNOB	91		\$486.00	\$354.78	\$32,284.98



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Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
16	PMMN4158C	WM800 WIRELESS RSM WITH BATTERY	34		\$563.00	\$410.99	\$13,973.66
	Product Services						
17	LSV00Q00202A	DEVICE PROGRAMMING	125		\$70.00	\$70.00	\$8,750.00
	CommandCentral Aware Starter						
18	ISV00S02379A	DELIVERY SERVICES	1		\$7,811.44	\$7,811.44	\$7,811.44
19	PSV00S04008A	CC AWARE PSAP STARTER VIRTUAL TRAINING*	1		\$0.00	\$0.00	\$0.00
20	SSV00S03379A	INTEGRATION: FLEX CAD TO COMMANDCENTRAL AWARE*	1	1 YEAR	Included	Included	Included
21	SSV00S01450B	LEARNER LXP SUBSCRIPTION*	1	1 YEAR	\$0.00	\$0.00	\$0.00
22	SSV00S03377A	INTEGRATION: CC CAD TO AND FROM COMMANDCENTRAL AWARE*	1	1 YEAR	Included	Included	Included
23	SSV00S03370A	CC AWARE PSAP STARTER BUNDLE*	1	1 YEAR	\$37,400.00	-\$7,811.44	-\$7,811.44
24	SSV00S03380A	INTEGRATION: VESTA 911*	1	1 YEAR	Included	Included	Included
Subtotal						\$2,006,149.44	
Total Discount Amount						\$489,715.80	
Estimated Tax						\$115,103.71	
Grand Total					\$1,631,537.35(USD)		

Pricing Metric :

Price is indicative of the following -

of Named Users for - 125

of Location Devices for - 0

of Video Streaming Devices for - 0

of Learner LxP Subscriptions for - 3



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Pricing Summary

		Payment Term	Upfront Sale Price	
Upfront Costs*				
			\$1,221,770.08	
Upfront Subscription Fee				
APX™ NEXT		Annually	\$60,495.00	
CommandCentral Aware Starter		Annually	-\$7,811.44	
Sub Total:			\$1,274,453.64	
		Payment Term	Sale Price	Annual Sale Price
Year 2 Subscription Fee				
APX™ NEXT		Annually	\$60,495.00	\$60,495.00
Year 3 Subscription Fee				
APX™ NEXT		Annually	\$60,495.00	\$60,495.00
Year 4 Subscription Fee				
APX™ NEXT		Annually	\$60,495.00	\$60,495.00
Year 5 Subscription Fee				
APX™ NEXT		Annually	\$60,495.00	\$60,495.00
Sub Total:			\$241,980.00	
Grand Total System Price (Inclusive of Upfront and Annual Costs)				\$1,516,433.64

*Upfront costs include the cost of Hardware, Accessories and Implementation, where applicable.

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.
- Additional information is required for one or more items on the quote for an order.

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

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

Signed by:

By: Jess Knudson
46768BD6B5B049A

Name: Jess Knudson

Title: City Manager

Date: 6/25/2025

- This quote contains items with approved price exceptions applied against them.





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Online Terms Acknowledgement

This Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Online Terms Acknowledgement. The Parties acknowledge and agree that the applicable terms available at <https://www.motorolasolutions.com/product-terms> are incorporated in and form part of the Parties' agreement as it relates to any Products or Services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

2. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements, and supersedes any contrary terms as it relates Customer's purchase of products and services. This Acknowledgement and referenced terms constitutes the entire agreement of the Parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

3. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.

4. Upon signature, Customer authorizes Motorola to proceed with all deliverables of this order for an order value of \$1,631,537.35.

5. Purchase Order Requirements (Customer check one only)

☐ Purchase Order is issued and attached.

☒ No Purchase Order is required. Customer affirms that this ordering document is the only notice to proceed required, no further purchase orders will be issued against this order, and that funding has been encumbered for this order in its entirety.

6. Ship to, bill to and Ultimate Destination addresses are provided on the quote, attached to this letter or included on the Purchase Order.

The Parties hereby enter into this Acknowledgement as of the last signature date below.

Motorola Solutions, Inc.

By: _____

Name: _____

Title: _____

Date: _____

Customer

Signed by:

By: Jess Knudson

Name: Jess Knudson

Title: City Manager

Date: 6/25/2025



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COMMANDCENTRAL AWARE PSAP STARTER OFFER SOLUTION DESCRIPTION

OVERVIEW

CommandCentral Aware is a situational awareness software solution designed to deliver real-time intelligence across the public safety workflow. The PSAP Starter offering of CommandCentral Aware provides a map-based and list view of calls from VESTA® 9-1-1, incidents and units from CommandCentral, PremierOne, or Flex computer-aided dispatch (CAD) and panic alerts from SaferWatch or Raptor® Connect™. This offer is designed to help call takers and dispatchers more quickly recognize unfolding incidents, improve resource assignment and better inform responders.

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

Solution Elements

CommandCentral Aware is comprised of a series of core, functional modules and integrated systems that power the solution. The CommandCentral Aware PSAP Starter offer includes the following:

Modules:

- ESRI-based unified map
- Configurable event monitor
- Workflow automation rules engine

Integrations:

- VESTA 9-1-1 - Call locations and details
- CommandCentral, PremierOne or Flex CAD - Incident locations and details as well as unit location, status and detail (if enabled within CAD system)
- SaferWatch or Raptor® Connect™ - Panic alert locations and details

Cloud anchor server hardware and required software is also available if not already present, to establish a connection between on-premises systems and the CommandCentral cloud.

MODULES INCLUDED WITH THE COMMANDCENTRAL AWARE PSAP STARTER OFFER

The CommandCentral Aware PSAP Starter offer includes the following modules, described in the sections below.

Unified Map

CommandCentral Aware offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The CommandCentral Aware map also includes the following:



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

Event Monitor

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

Rules Engine

CommandCentral Aware's workflow automation rules engine allows users to create rule-sets with "AND" or "OR" operators to trigger actions based on event types. For example, rows in the Event Monitor can be highlighted, and audible alerts for critical events can be customized. These visual or auditory triggers reduce the number of steps needed to support an incident.

INTEGRATIONS INCLUDED WITH THE COMMANDCENTRAL AWARE PSAP STARTER OFFER

The CommandCentral Aware PSAP Starter offer provides a specific set of integrations, described in the sections below.

VESTA 9-1-1

The CommandCentral Aware PSAP Starter offer comes with VESTA 9-1-1 integration. When a 9-1-1 call or text comes in, the CommandCentral Aware map will plot, center, and zoom upon answer and call updates. For each call or text, Class of Service icons will display with an uncertainty radius. Additionally, if available, CommandCentral Aware will display enhanced location data from RapidSOS associated with a call or text. 9-1-1 calls and text will also populate in the event monitor. The following details from VESTA 9-1-1 are made available in CommandCentral Aware with each call or text:

- An indicator that hybrid enhanced location information has been authenticated
- Links to building blueprints and Automated External Defibrillator (AED) locations



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CommandCentral, PremierOne or Flex Computer Aided Dispatch (CAD)

The CommandCentral Aware PSAP Starter offer comes with CommandCentral, PremierOne or Flex CAD integration. This integration allows users to see incidents and details including incident type, location, narrative, priority and status on the map and event monitor. If Automatic Vehicle Location (AVL) status is reported through the CAD feed, the location of devices or units may also be displayed.

SaferWatch or Raptor® Connect™ Panic Alert Systems

The CommandCentral Aware PSAP Starter offer comes with SaferWatch and Raptor® Connect™ integration. When a panic alert is initiated in either solution, the alert will be mapped in CommandCentral Aware and populated into the event monitor. Users can access critical details submitted by the user including incident type and multimedia attachments.

CLOUD SECURITY & COMPLIANCE

Proactive Security Design

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

Compliance With Industry Best Practices

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

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

Cybersecurity Champions Imbedded In Product and Service Teams

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

Enhancing Cybersecurity Awareness

Our CISA-recognized Public Safety Threat Alliance shares threat information and raises cybersecurity awareness across Public Safety member organizations. Our Threat Intelligence team shares a holistic view of the cyber threat landscape to provide decision makers with the information needed to make better security decisions.



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COMMANDCENTRAL AWARE STARTER STATEMENT OF WORK

OVERVIEW

In accordance with the terms and conditions of the Agreement, this Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. ("Motorola") system as presented in this offer to Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

Unless specifically stated, Motorola work will be performed remotely. Customer will provide Motorola resources with unrestricted direct network access to enable Motorola to fulfill its delivery obligations.

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Product Description and system integration and or subscription services as described in this SOW and contract agreements.

Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence. Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five (5) business days of completion or receipt of a deliverable.

As CommandCentral Aware is provided as a subscription service, the subscription service period will begin upon activation of service unless mutually agreed otherwise by project change order. Customer will not unreasonably delay beneficial use. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after functional demonstration of the product.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

Project Roles and Responsibilities

Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web-conference, or other remote methods in fulfilling its commitments as outlined in this SOW.



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The personnel role descriptions noted below provide an overview of typical project team members. One or more resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

Motorola's project management approach has been developed and refined based on lessons learned in the execution of hundreds of system implementations. Using experienced and dedicated people, industry-leading processes, and integrated software tools for effective project execution and control, we have developed and refined practices that support the design, production, and validation required to deliver a high-quality, feature-rich system.

Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include the following:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include the following:

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

Customer Success Advocate

A Customer Success Advocate will be assigned to the Customer post Go Live event. By being the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

- Assist the Customer with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.
- Liaise with the Customer on industry trends and Motorola evolutions.

Customer Support Services Team

The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

Customer Core Team, Roles and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. During the Project Planning review, the customer will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Core Team should be engaged from project initiation through beneficial use



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of the system. The continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that the Customer is unable to provide the roles identified in this section, Motorola may be able to supplement Customer resources at an additional price.

Project Manager

The Project Manager will act as the primary Customer point of contact for the duration of the project. The Project Manager is responsible for management of any third party vendors that are the Customer's subcontractors. In the event that the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include the following:

- Communicate and coordinate with other project participants.
- Manage the Customer project team, including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for CommandCentral Aware and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve change orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system equipment is to be installed during the project. Temporary identification cards are to be issued to Motorola personnel, if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five business days of receipt.

System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system, as defined in the Customer Support Plan ("CSP").



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Application Administrator(s)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff stage of the project. They are engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces, and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

Subject Matter Experts

The Subject Matter Experts ("SME" or Super Users) are the core group of users involved with the Business Process Review ("BPR") and analysis, training, and the provisioning process, including making global provisioning choices and decisions. These members should be experienced users in the working area(s) they represent (dispatch, patrol, real time crime center, etc.), and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

IT Personnel

IT personnel provide required information related to LAN, WAN, and wireless networks. They will provide required information related to the devices and infrastructure related to servers, clients, radio, video, and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external, and third party systems to which the Motorola system will interface.

User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the Customer's agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. The Customer will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third party software, necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors, or TDD equipment and the like.
- Configuration, maintenance, testing, and supporting the third party systems the Customer operates that will be interfaced to as part of this project.
- Customer is responsible for providing the Applications Programming Interface ("API") or Software Development Kit ("SDK") software licenses and documentation that details the integration process and connectivity for the level of interface integration defined by Motorola.
- Communication between Motorola and Customer's third party vendors, as required, to enable Motorola to perform its duties.
- All necessary third-party upgrades of their existing system(s) as may be required to support the solution. Motorola does not include any services, support, or pricing to support Customer third-party upgrades in this proposal.
- Mitigate the impact to third-party systems, to include interfaces that result from Customer upgrading a third-party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.



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- Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by Customer for this project, even if Motorola has recommended such contractors.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Provide a facility with the computer and audio-visual equipment for work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience, or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness.

Motorola Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations and third party engagement/considerations, as applicable.
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal ("LXP") training approach.
- Review the Implementation Packet.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Obtain and complete all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to gain access to each of the sites identified for this project.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and CommandCentral Admin Portal.

Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.



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- Validate any necessary non-disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third party licensing agreements.
- Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project; i.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

Completion Criteria

Implementation Packet.

ENVIRONMENTAL DESIGN CONSIDERATIONS

The following environmental requirements must be met by Customer before enablement finish in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics
- Provide backup power, as necessary.
- Provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Perform any electrical or infrastructure improvements required at the Customer's facility.
- Provide backhaul equipment, installation, and support costs.
- Provide devices such as workstations, tablets, and smartphones with Internet access in order to use the CommandCentral Aware solution. Chrome Browser is recommended for optimal performance. CommandCentral Aware workstations to support MS Windows 10 Enterprise.
- Provide Antivirus software for the CommandCentral Aware client.
- Ensure existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
- If interfaces are being included in this offer, the Customer is responsible for all necessary third party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Our offer does not include any services, support, or pricing to support Customer third party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third party systems, to include CommandCentral interfaces that result from the customer upgrading a third party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Product Description; such as power, firewall, and network requirements.

COMMANDCENTRAL ENABLEMENT

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from CommandCentral.

Agency and User Setup



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The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Portal. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

Motorola Responsibilities

- Use the CommandCentral Admin tool to establish the Customer and the Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.
- Ensure needed traffic is allowed through Customer's firewall as requested by Motorola.
- Use the CommandCentral Admin Portal to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

Completion Criteria

Initial agencies and users have been configured.

SOFTWARE INSTALLATION AND CONFIGURATION

CloudConnect Installation and Configuration

Motorola Responsibilities

- Verify remote access capability.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

Completion Criteria

CloudConnect Virtual Machine configuration is complete.

Workstation Software Installation and Configuration

Motorola Responsibilities

- Verify remote access to workstation(s).
- Request IP address to target workstation(s).
- Configure contracted CommandCentral workstation(s).

Customer Responsibilities



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- Give assigned IP addresses of target workstation(s) to Motorola.
- Provide remote access to the CommandCentral Solution workstation(s).

INTERFACES AND INTEGRATION

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems, as described in the Product Description.

Motorola Responsibilities

- Establish and validate connectivity between the Motorola systems.
- Validate that each system can transmit and/or receive data.

Customer Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the Motorola systems.

CommandCentral Solution Geospatial Mapping Configuration

Motorola Responsibilities

- Installation and configuration of the connection to the Customer mapping system (ArcGIS Online, ESRI ArcGIS Server, or ArcGIS Portal).
- Validate mapping layers and links to validate CommandCentral Solution is accessing and using Customer-published GIS data.

Customer Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer use.

COMMANDCENTRAL SOLUTION PROVISIONING

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities



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- Using the CommandCentral Admin Portal, provision users, groups, and rules based on Customer Active Directory data.

Customer Responsibilities

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

FUNCTIONAL DEMONSTRATION

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud based features, such as map display, location updates, video display and/or interface and integrations.
- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

Customer Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

Completion Criteria

Conclusion of the functional demonstration.

SYSTEM TRAINING

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led.

Learning eXperience Portal (LXP Online Training)

Training is made available to Customer, in part, via Motorola's LXP. This subscription service provides your users with continual access to Motorola's library of online learning content and allows your users the benefit of learning at times convenient to them.



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Motorola Responsibilities

- Configure a Customer specific portal view.
- Create learner access account to the portal for each user name provided by the Customer.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide Motorola with names (first and last) and email addresses for each learner.
- Complete LXP Administrator training.
- Advise users of the availability of the LXP.
- Build groups as desired.

Instructor-Led Training (On-site and/or Remote)

Motorola Responsibilities

- Deliver training materials in electronic format.
- Deliver Remote Training.
- Deliver On-Site Training.
- Provide Customer with training Attendance Rosters and summarize any pertinent observations.

Customer Responsibilities

- Supply classroom, one login per attendee, and one workstation per attendee.
- Designate a single point of contact who will work with Motorola to ensure training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

Motorola Deliverables

- Electronic versions of Training Materials.
- Attendance Rosters.

COMPLETION MILESTONE

Following the conclusion of delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

TRANSITION TO SUPPORT AND CUSTOMER SUCCESS

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

Motorola Responsibilities

- Transition Customer to Motorola Customer Support.
- Supply Customer with instructions when engaging support.

Customer Responsibilities



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- Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
- Engage the Motorola support organization as needed.



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APX NEXT RADIO SOLUTIONS

Overview

APX NEXT is Motorola Solutions' next-generation P25 platform purpose-built for first responders to access and act on information while maintaining focus in critical situations. Across all aspects of the radio experience—deployment, operation, maintenance, and evolution—APX NEXT brings critical advancements to usability and performance. Equipped with broadband, LTE, Wi-Fi, Bluetooth 5.0, and GPS capabilities, APX NEXT extends future-ready performance, applications, and full interoperability to the field and control room to transform accurate data into smarter action.

Key benefits of the APX NEXT include the following:

- **SmartTouch Experience** – Easier operation centered around a redefined 3.6" impact resistant touch display and shallow menu hierarchy. This cleaner and more intuitive visual layout increases the usability of the APX NEXT radio and helps users find the information they need without pause or distraction.
- **Ruggedized, Ergonomic Design** – Increased personnel safety and efficiency with an improved T-Grip ergonomic design, full-color top display, and tactile knobs for efficient use in emergency situations. Patented touch technology enables for reliable gloved use, while also making the screen immune to false actuations from water, snow, ice, or debris. The APX Next device meets the same MIL standards for ruggedization achieved by Motorola Solutions' APX platform radios.
- **Easy Fleet Management** – Easier and quicker radio provisioning, remote software updates, and streamlined management reduce downtime and support control center staff. Motorola Solutions' Device Management Services (DMS) maximize the effectiveness of APX NEXT, reducing maintenance risk, workload, and total cost of ownership. DMS brings RadioCentral (RC) programming to APX NEXT, as well, supporting faster provisioning and deployment to get devices in the hands of responders and out into the field.
- **Secure Communications** – Hardened End-to-End security allows only authorized units in the system to listen to transmissions. Real-time security provides seamless protection from the device and data in transit to the cloud and the LMR system

Evolving with Applications Services

APX NEXT Application Services enhance device capabilities and improve user experience. These applications are subscription-based offerings for easier optimization and scaling to meet evolving needs.



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LEARNING SUBSCRIPTION STATEMENT OF WORK

OVERVIEW

This Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for enabling access to Motorola Solutions' Learning eXperience Portal ("LXP") with a Learning Subscription. The LXP will be accessible once the Customer is on-boarded within the system and both parties have fulfilled their responsibilities noted below. It will remain available through the contracted term.

This SOW, including all of its subsections and attachments, is an integral part of the Subscription Services Agreement or other signed agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the Customer ("Customer") and is subject to the terms and conditions set forth in the Agreement.

DESCRIPTION OF SERVICE

Motorola Solutions provides access to an agency-specific version of the LXP as part of the Learning Subscription. The Learning Subscription consists of technology-specific hubs. The LXP serves as a Learning Management System ("LMS"), providing the Customer with a central repository for training content. Motorola Solutions and the Customer will take the actions described in Section 1.5: Motorola Solutions Responsibilities and Section 1.7: Customer Responsibilities to establish and maintain the Learning Subscription for the Customer.

DEFINITIONS

Learning eXperience Portal ("LXP") - An agency-specific learning platform that is administered autonomously for the duration of this agreement.

Learning Subscription - Includes access to the LXP and access to a technology-specific hub.

Online Content - Includes multiple types of digital instruction in which the learning material is presented via the internet. Online content can be enrolled in, completed, and tracked via the system.

Instructor Led/Virtual Instructor Led Content - A live session conducted by a Motorola Solutions or Customer instructor. The LXP will be used to schedule the session, enroll users for it, and track users' progress.

Learning Path - A set of pages used to navigate and display content. This content can be grouped by role, phase, or another grouping that learners and managers can use to assist in planning curriculum.

Group - A more granular segmentation of LXP users for the purpose of content access and management.

Account Management - The act of loading individual user account details into the Motorola Solutions authentication system and using this to allow the Customer access to the LXP.

Primary Administrator - The individual responsible for coordinating group administrators, organizing users, and setting up a custom site header image. The Customer may use a unique Customer-provided image, like a County seal or badge, as the site header image. The Primary Administrator is provided by the Customer.

Group Administrator - Individuals that can edit the list of users included in groups and determine individual content assignments. They will have access to user activity reports. The Group Administrator is provided by the Customer.





Motorola Solutions Hub - Training and documentation created and maintained by Motorola Solutions. Motorola Solutions Hub content is accessed through the LXP. By subscribing, a user has access to a technology-specific hub.

Bring your own Training ("BYOT") - Training and documentation content that are created and maintained by the Customer.

LMS Administrator - A Motorola Solutions Worldwide Education employee assigned to assist the Customer's administrators with LXP usage. This person is also responsible for any non-Customer enabled activities like setting up LXP Publisher that was provided by the Customer.

LXP Publisher - individual who can upload, manage and archive BYOT content. The LXP Publisher is provided by the Customer.

SCOPE

This service includes unlimited access to Motorola Solutions' LXP for the subscription duration. The LXP is a central tool for administering training courses and providing teams with easy access to learning content and documents they need to perform their role. The Customer will receive the Learning Subscription, which will include Motorola Solutions technology-specific training content organized in a Hub. The Customer may supplement this content with additional courses created by the Customer.

Here are the actions Motorola Solutions take to support the Customer:

- Hosting LXP content in Chicago, and backing that content up regularly.
- Providing 24/7 access to Motorola Solutions' Customer Managed Support Operations ("CMSO"). A Motorola Solutions representative will log the Customer's support requests in Motorola Solutions' Case Management System.
- Providing security patches, as they are developed, to maintain LXP server integrity.
- In the event of a failure, implementing disaster recovery for the system.

Motorola Solutions will perform regularly scheduled maintenance, during which the LXP will be unavailable.

MOTOROLA SOLUTIONS RESPONSIBILITIES

- Designate a LMS Administrator to work with the Customer.
- Establish an instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Create and maintain user role Learning Paths defined by the Customer.
- Install security patches when available.
- Perform scheduled maintenance. The LXP will alert the Customer 48 hours in advance of scheduled maintenance.
- Provide technical support for user account and access issues, base system functionality, and Motorola Solutions-managed content. Section 1.8: Technical Support Incident Priority Levels and Restoration Times describes technical support priorities.
- Monitor the Learning Subscription server. Provide support for server incidents in accordance with the priority levels defined in Section 1.8: Technical Support Incident Priority Levels and Restoration Times.





LIMITATIONS AND EXCLUSIONS

The following activities are outside the scope of Motorola Solutions' responsibilities for this service:

- Creating or maintaining unique Customer BYOT Content.
- Providing updates or access to the Customer's published files and source files.
- Assisting the Customer with adapting or adjusting Customer-provided content for use as BYOT Content on the LXP.
- Motorola Solutions is not responsible for the BYOT content provided by the Customer.
- Gathering, tracking, or maintaining users' Personally Identifiable Information ("PII") data, apart from data gathered to support access to Motorola Solutions training and documentation. This data includes: name, email address, company name, company location, and phone number.
- The Customer will only receive access to transcripts and user reports provided through the user interface. Other types of data reporting will not be available to Customers.

CUSTOMER RESPONSIBILITIES

- Provide user information for initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- Complete the onboarding tutorials for LXP end users in all the roles.
- Order and maintain subscription to access Motorola Solutions' LXP.
- Contact Motorola Solutions to engage Technical Support when needed. Acknowledge that incidents will be handled in accordance with the priority definitions and times included in Section 1.8: Technical Support Incident Priority Levels and Restoration Times.
- Remove your BYOT content from the system within 60 days after the end of the term. Motorola Solutions will be archiving your BYOT content 60 days after the end of term and will not be responsible for producing Customer content after that date.





TECHNICAL SUPPORT INCIDENT PRIORITY LEVELS AND RESOLUTION TIMES

Priority	Example	Target Response Times	Resolution Times
Urgent	A widespread outage of the system. Any problem where more than 5 users are unable to complete learning modules due to widespread outages.	1 hour	4 hours
High	A situation which affects 1 to 5 users, no workaround available. For example, site outage due to technical issue within the LMS which means 1 to 5 users cannot access the learning module.	1 business day	2 business days
Normal	A situation which affects fewer than 5 people where a workaround is available. For example, site is still functioning but for fewer than 5 people and there are issues which prevent learners accessing individual progress reports.	2 business days	5 business days
Low	No effect on learners accessing the system. For example, request to add an LMS plugin such as the quiz module.	2 business days	2 weeks

YOUR CONTENT

You may upload Content to the Service in connection with Your use of the Service. The purpose is to host technology training that supports your Motorola Solutions ecosystem and not to host compliance training or competitors' training.

Motorola does not verify, endorse, or claim ownership of any Content, and You retain all right, title, and interest in and to the Content. Your Content and the Content of Participants may be stored on Motorola's servers at Your request, as necessary for Motorola to provide the Service. You are solely responsible for making and keeping backup copies of Content. Motorola shall use commercially reasonable efforts to block the uploading of Content to the Service that contains viruses detected by using industry standard virus detection software. Except as provided herein, Motorola has no responsibility or liability for the deletion or accuracy of Content, the failure to store, transmit or receive transmission of Content (whether or not processed by the Service), or the security, privacy, storage, or transmission of other communications originating with or involving use of the Service. Certain features of the Service enable you to specify the level at which such Service restricts access to Your Content. You are solely responsible for applying the appropriate level of access to Your Content.

YOUR REPRESENTATIONS AND WARRANTIES REGARDING CONTENT

You represent and warrant that (a) You are the owner, licensor, or authorized user of all Content; and (b) You or your authorized user will not upload, record, publish, post, link to, or otherwise transmit or distribute Content that: (i) advocates, promotes, incites, instructs, assists or otherwise encourages violence or any illegal activities; (ii) infringes or violates the copyright, patent, trademark, service mark, trade name, trade secret, or other intellectual property rights of any third party or Motorola, or any rights of publicity or privacy of any party; (iii) attempts to mislead others about Your identity or the origin of a message or other communication, or impersonates or





otherwise misrepresents Your affiliation with any other person or entity, or is otherwise materially false, misleading, or inaccurate; (iv) promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, hateful, obscene, indecent, vulgar, pornographic or otherwise objectionable or unlawful content or activity; (v) is harmful to minors; (vi) contains any viruses, Trojan horses, worms, time bombs, or any other similar software, data, or programs that may damage, detrimentally interfere with, surreptitiously intercept, or expropriate any system, data, Information, or property of another; or (vii) violates any law, statute, ordinance, or regulation (including without limitation the laws and regulations governing export control, unfair competition, anti-discrimination, or false advertising).

MOTOROLA ACCESS TO CONTENT

You acknowledge that the Service is automated (e.g., Content is uploaded using software tools) and that Motorola personnel will not access, view, or listen to any Content, except as reasonably necessary to perform the Service, including but not limited to the following: (a) respond to support requests; (b) detect, prevent, or otherwise address fraud, security, or technical issues; (c) as deemed necessary or advisable by Motorola in good faith to conform to legal requirements or comply with legal process; or (d) enforce this Agreement, including investigation of potential violations hereof, as further described in Section 3.4 (Investigations).

WIND DOWN OF SUBSCRIPTION SOFTWARE

In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Learning Subscription or Service to customers.

MODIFICATIONS

In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Learning Subscription, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Learning Subscription may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Learning Subscription may be subject to additional Fees.

