0150-13213-0000

TRANSMITTAL

TO	DATE	COUNCIL FILE NO.
The City Council	6/22/2026	15-1313
FROM		COUNCIL DISTRICT
The Mayor		--

Proposed Professional Services Agreement with Motorola Solutions, Inc. to continue providing Proprietary PremierOne™ Maintenance and Support Services for the Police Department's Records Management System (RMS), Computer-Aided Dispatch (CAD) System, and Responder Smartphone application.

Transmitted for further processing. The Council has 60 days from the date of receipt to act, otherwise the contract will be deemed approved pursuant to Administrative Code Section 10.5(a). See the City Administrative Officer report attached.

MAYOR
(Mitch Kamin for)

MWS:EFR:LMP:04260174

CAO 649-d

Report From
OFFICE OF THE CITY ADMINISTRATIVE OFFICER
Analysis of Proposed Contract
($25,000 or Greater and Longer than Three Months)

To: The Mayor	Date: 6/17/26	C.D. No. --	CAO File No.: 0150-13213-0000
Contracting Department/Bureau: Los Angeles Police Department (LAPD)		Contact: James Aceron (213) 486-0112	
Reference: Transmittal from the Board of Police Commissioners to the Office of the Mayor dated June 10, 2026; referred for report on June 11, 2026			
Purpose of Contract: To provide proprietary PremierOne™ maintenance and support services for LAPD's Records Management System (RMS) and Computer-Aided Dispatch (CAD) System and Responder Smartphone Application			
Type of Contract: (X) New contract ( ) Amendment, Contract No.	Contract Term Dates: Ten years from January 1, 2025 through December 31, 2034		
Contract Amount: $50,927,266.05 Proposed amount $ 50,927,266.05 + Prior award(s) $ 0 = Total $ 50,927,266.05			
Source of funds: General Fund: LAPD Contractual Services Account No. 003040			
Name of Contractor: Motorola Solutions, Inc., a Delaware corporation Address: 500 West Monroe Street, Chicago, Illinois 60661			

	Yes	No	N/A	The Contractor has complied with:	Yes	No	N/A
1. The Council has approved the purpose	X			8. Business Inclusion Program			X
2. Appropriated funds are available	X			9. Equal Benefits & First Source Hiring Ordinances	X		
3. Charter Section 1022 findings completed			X	10. Contractor Responsibility Ordinance	X		
4. Proposals have been requested			X	11. Disclosure Ordinances	X		
5. Risk Management review completed	X			12. Bidder Certification CEC Form 50	X		
6. Standard Provisions for City Contracts included	X			13. Prohibited Contributors (Bidders) CEC Form 55	X		
7. Workforce that resides in the City: 4.4 %				14. California Iran Contracting Act of 2010	X		

RECOMMENDATION

That the Council, subject to the approval of the Mayor, authorize the Chief of Police, or designee, to execute a Professional Services Agreement between the City of Los Angeles, acting by and through the Los Angeles Police Department (LAPD), and Motorola Solutions, Inc. (Contractor) to provide proprietary PremierOne™ maintenance and support services for the LAPD's Records Management System (RMS), Computer-Aided Dispatch (CAD) system, and Responder Smartphone application, for a total amount of $50,927,266.05, with a term of ten years from January 1, 2025 through December 31, 2034, subject to the approval of the City Attorney as to form.

SUMMARY

At its meeting on June 9, 2026, the Board of Police Commissioners (Board) approved an LAPD report recommending execution of a professional services agreement with the Contractor to continue providing proprietary PremierOne™ maintenance and support services for the Department's Records Management System (RMS), Computer-Aided Dispatch (CAD) system, and Responder Smartphone application. The term of the agreement is ten years from January 1, 2025 through December 31, 2034, with a total compensation not to exceed $50,927,266.05.

LMP	Analyst	04260174	City Administrative Officer

The LAPD currently relies on the Contractor's PremierOne™ Suite to support its CAD system, RMS and Responder Smartphone application, all of which require ongoing proprietary maintenance and support. The PremierOne™ records provide officers in the field with the same functionality available through station-based desktop systems, enhancing operational efficiency. The software also enables the Department to meet updated Federal Bureau of Investigation (FBI) crime-reporting standards at both the state and national levels. As of January 2021, the FBI transitioned to the National Incident-Based Reporting System, which the California Department of Justice also adopted. The RMS must comply with these enhanced reporting requirements to ensure accurate and transparent crime statistical reporting.

The proposed agreement consolidates the scope of work from two contracts: the Master Services Agreement (MSA), Contract No. C-123897, 17th amendment for CAD, which expired on February 28, 2025, and the ongoing RMS Contract No. C-140743, which remains active through June 30, 2027. Together, these systems form an integrated software suite that improves efficiency and enhances the usability of data across platforms for LAPD personnel. Under the terms of the proposed agreement, the Contractor shall provide a secure, modern, and compliant law enforcement RMS that meets the City's functional and technical requirements, along with system upgrades, hardware refreshes, ongoing technical support, on-site system administration, jail module build-out, and continued licensing, as detailed in Attachment B - Statement of Work.

Upon the execution of the new contract, all obligations under the RMS Contract No. C-140743 will be forfeited. The Contractor will sign a Confidentiality Agreement, and the City will retain sole ownership of all data and information provided. The Contractor will also comply with the FBI's Criminal Justice Information Systems (CJIS) Security Policy, incorporated as Attachment C.

In accordance with Charter Section 1022, the City lacks sufficient staff and expertise to perform these specialized professional services in a timely manner, and it is therefore more feasible and in the best interest of the Department to secure these services through a contractual agreement. In accordance with Charter Section 372, Competitive Proposals Preferred, competitive bidding is not practicable or compatible with the City's interests. Additionally, the proposed services fall under Charter Section 371(e)(2) for the performance of professional, scientific, expert, and technical services for which competitive bidding is neither practicable nor advantageous.

In accordance with Los Angeles Administrative Code Section 10.5(a), Council approval of the proposed agreement is required, since the proposed contract term exceeds three years.

FISCAL IMPACT STATEMENT

Approval of the recommendation stated in this report will authorize the Los Angeles Police Department to enter into an agreement with Motorola Solutions, Inc. to provide continued proprietary PremierOne™ maintenance and support services for the Department's Records Management System (RMS), Computer-Aided Dispatch (CAD) system, and Responder Smartphone application for a maximum allowable compensation of $50,927,266.05 over a ten-year term. Funding for Fiscal Year 2026-27 is provided in the Department's Contractual Services Account. Funding for future years will be subject to appropriation through the annual budget process. There is no additional impact to the General Fund.

FINANCIAL POLICIES STATEMENT

The recommendation in this report complies with the City's Financial Policies in that contract expenditures will be limited to the use of approved budgeted funds.

MWS:EFR:LMP:04260174

Attachment

Attachment

LOS ANGELES POLICE COMMISSION

BOARD OF
POLICE COMMISSIONERS

RASHA GERGES SHIELDS
PRESIDENT

DR. DANIEL K. TABOR
VICE PRESIDENT

FABIAN GARCIA
JEFF E. SKOBIN
VACANT

MARIA SILVA
COMMISSION EXECUTIVE ASSISTANT

KAREN BASS
MAYOR

DJANGO SIBLEY
EXECUTIVE DIRECTOR

MATTHEW J. BARRAGAN
INSPECTOR GENERAL

EXECUTIVE OFFICE
POLICE ADMINISTRATION BUILDING
100 WEST FIRST STREET, SUITE 134
LOS ANGELES, CA 90012-4112

(213) 236-1400 PHONE
(213) 236-1410 FAX
(213) 236-1440 TDD

June 10, 2026

BPC #26-168

The Honorable Karen Bass
Mayor, City of Los Angeles
City Hall, Room 303
Los Angeles, CA 90012

Dear Honorable Mayor Bass:

RE: REQUEST TO APPROVE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND MOTOROLA SOLUTIONS, INC.

At the regular meeting of the Board of Police Commissioners held on Tuesday, June 9, 2026, the Board APPROVED the Department's report regarding the above-referenced matter.

Accordingly, this report is respectfully submitted for your consideration and approval.

Respectfully,

BOARD OF POLICE COMMISSIONERS

Rebecca Munoz

REBECCA MUNOZ
Commission Executive Assistant

Attachment

c: Chief of Police

M 5/27/26. 26-168

INTRADEPARTMENTAL CORRESPONDENCE

May 5, 2026
1.17

TO: The Honorable Board of Police Commissioners

FROM: Chief of Police

SUBJECT: REQUEST FOR APPROVAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LOS ANGELES AND MOTOROLA SOLUTIONS, INC. FOR PREMIERONE ESSENTIAL MAINTENANCE AND SUPPORT

RECOMMENDED ACTIONS

1. That the Board of Police Commissioners (Board) REVIEW and APPROVE the attached professional service agreement for PremierOne Essential Maintenance and Support between the City of Los Angeles (City) and Motorola Solutions, Inc. (Contractor).

2. That the Board TRANSMIT the Agreement to the Mayor's Office for review and approval.

3. That the Board AUTHORIZE the Chief of Police to execute the Agreement upon Mayoral approval.

DISCUSSION

This Agreement authorizes the Contractor to provide essential maintenance and support services for both the Los Angeles Police Department's (Department) Records Management System (RMS) and Computer-Aided Dispatch (CAD) system. The Department implemented PremierOne RMS in 2022, which works in tandem with the previously deployed PremierOne Computer-Aided Dispatch system. These two systems create a software suite that enables greater efficiency and improved usability of data from both systems for Department personnel. Additional upgrades, functions, and buildouts included in this agreement include hardware refreshes, ongoing technical support, staffing of on-site system administrators, jail module build-out, and ongoing licensing.

The term of this Agreement is ten years, with a total contractual obligation of $50,927,266.05. Deputy City Attorney Sam Petty of the Office of the City Attorney has approved the Agreement as to form.

Should you have any questions concerning this Agreement, please contact Commander Randy Goddard, Assistant Commanding Officer, Information Technology Bureau, at (213) 486-0370.

Respectfully,

JIM McDONNELL
Chief of Police

BOARD OF
POLICE COMMISSIONERS
Approved June 9, 2026
Secretary Rebecca Muñoz

Attachment

PROFESSIONAL SERVICES AGREEMENT

CONTRACTOR: MOTOROLA SOLUTIONS, INC.

REGARDING: PREMIERONE CAD, MOBILE, RECORDS, ESSENTIAL MAINTENANCE AND SUPPORT

Agreement Number _____

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SIGNATURE PAGE 31

ATTACHMENTS

Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
Attachment B – Statement of Work
Attachment C – The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum
Attachment D – Project Change Authorization Form

AGREEMENT NUMBER _____
BETWEEN THE CITY OF LOS ANGELES
AND
MOTOROLA SOLUTIONS, INC.

THIS AGREEMENT is made and entered into by and between the City of Los Angeles, California, a municipal corporation (hereinafter referred to as the "City"), acting by and through the Los Angeles Police Department (hereinafter referred to as the "LAPD" or the "Department"), and Motorola Solutions, Inc., a Delaware Corporation (hereinafter referred to as the "Contractor") ")(each a "Party" and collectively, the "Parties").

RECITALS

WHEREAS, the LAPD currently uses the Contractor's PremierOne Suite, which provides the Department with a Computer-Aided Dispatch (CAD) system, a Record Management System (RMS) and the Responder smartphone application; and

WHEREAS, the LAPD requires the Contractor's proprietary maintenance and support for its PremierOne Suite of software, which includes the CAD, the RMS and the Responder smartphone application; and

WHEREAS, pursuant to Charter Section 1022, City does not have staff or resources with sufficient time or the necessary expertise to undertake these specialized professional tasks in a timely manner, and it is therefore more feasible and in Department's best interest to secure these services by contract; and

WHEREAS, the services required are expert, professional, and technical in nature, and are temporary and occasional in character; therefore, pursuant to Charter Section 371(e)(2), competitive bidding is neither practicable, advantageous, nor consistent with the City's interests; and

WHEREAS, the parties hereto wish to enter into an Agreement pursuant to which the Contractor will perform the work and furnish the deliverables as described herein for consideration and upon the terms and conditions as hereinafter provided.

NOW, THEREFORE, in consideration of the above promises and of the terms, covenants and considerations set forth herein, the parties do agree as follows:

SECTION 1.0
PARTIES TO THE AGREEMENT AND REPRESENTATIVES

1.1 Parties to Agreement

The parties to this Agreement are:

A. City – The City of Los Angeles, a municipal corporation, acting by and through the LAPD, having its principal office at 100 West First Street, Los Angeles, California, 90012.

B. Contractor – Motorola Solutions, Inc., a Delaware corporation, having its principal office at 500 W. Monroe Street, Chicago, Illinois 60661.

1.2 Representatives of the Parties

A. The representatives of the parties who are authorized to administer this Agreement and to whom formal notices, demands and communications will be given are as follows:

1) The City's representative is, unless otherwise stated in the Agreement:

Chief of Police
Los Angeles Police Department
100 West First Street, Tenth Floor
Los Angeles, California 90012

With copies to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West First Street, Suite 842
Los Angeles, California 90012

2) The Contractor's representative is, unless otherwise stated in the Agreement:

Robin Ginther, Strategic Projects
Motorola Solutions, Inc.
725 South Figueroa, Suite 1855
Los Angeles, CA 90017
785-822-2237
robin@motorolasolutions.com

B. Formal notices, demands, and communications to be given hereunder by either party must be made in writing and may be affected by electronic mail (e-mail), personal delivery or by registered or certified mail, postage prepaid, return receipt requested and will be deemed communicated as of the date of mailing.

C. If the name of the person designated to receive the notices, demands or communications or the address of such person is changed, written notice will be given in accordance with this Section, within five (5) working days of said change.

SECTION 2.0
TERM OF THE AGREEMENT

2.1 Term of the Agreement

The term of this Agreement will commence on January 1, 2025 and will terminate ten (10) years thereafter on December 31, 2034, unless otherwise terminated pursuant to PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]) attached hereto as Attachment A, with the exception of PSC-9(B)(6), the language of which is instead replaced with the following:

> In the event City terminates this Agreement as provided in this section due to Contractor's default or breach of this Agreement, City may procure, upon such terms and in the manner as City may deem appropriate, services substantially similar in scope and level of effort to those so terminated, and Contractor shall be liable to City for all of its reasonable costs and damages, including, but not limited to, any reasonable excess costs for such services.

Performance will not begin until the Contractor has obtained approval of insurance and has an approved Agreement with the City as required herein.

2.2 Ratification

Due to the need for the Contractor's services to be provided expeditiously, Contractor may have provided services prior to the execution of this Agreement. To the extent that Contractor's services were performed in accordance with the terms and conditions of this Agreement, those services are hereby ratified.

SECTION 3.0
PERSONNEL

3.1 Project Manager

Contractor shall assign a project manager with full authority to administer the Agreement for Contractor and with relevant experience in implementing the Statement of Work to be performed.

3.2 Subcontractors

A. Subcontracts/Joint Participation Agreements
With prior written approval of Department, Contractor may enter into subcontracts with other vendors for the performance of portions of this Agreement. Contractor shall at all times be responsible for the acts and errors or omissions of its subcontractors in the performance of this Agreement. Nothing in this Agreement shall constitute any contractual relationship between any subcontractors and Department or any obligation on the part of Department to pay, or to be responsible for the payment of, any sums to any subcontractors.

B. Provisions Bind on Subcontracts
The provisions of this Agreement, which by their nature are required to be imposed upon subcontractors, shall apply to all subcontractors in the same manner as to Contractor. In particular, Department will not pay, even indirectly, the fees and expenses of a subcontractor that do not conform to the terms of this Agreement.

SECTION 4.0
STATEMENT OF WORK

4.1 Statement of Work to be Performed

A. During the term of this Agreement, Contractor shall provide the services, implement the tasks, and provide the deliverables identified herein that are necessary to provide LAPD a secure, modern, and compliant law enforcement records management system (the "System") that meets City's functional and technical requirements as articulated in Attachment B, Statement of Work.

B. All work, tasks, and deliverables are subject to City approval in accordance with the SOW. Failure to receive approval may result in the withholding of compensation for such Deliverable(s) pursuant to Section 6, Compensation and Method of Payment, of this Agreement.

C. Notwithstanding any other provision of this Agreement, the Contractor shall perform such other work and deliver such other items within the scope of services as are necessary to ensure that the deliverables provided under this Agreement meet the requirements set forth in this Agreement and all Attachments.

D. In the event that City requires Services in addition to those specified in this Agreement, Contractor agrees to provide such services in accordance with Section 10.1, Amendments, of this Agreement. Prior to performance of additional work, this Agreement will be amended to include the additional work and payment.

E. Contractor's performance of the work under this Agreement must not interfere unnecessarily with the operation of LAPD or any other City Department. If City, as a result of its own operations, delays, disrupts, or otherwise interferes with and materially affects Contractor's performance hereunder, adjustments will be determined by mutual agreement of the parties and may be accomplished in accordance with Section 10.1, Amendments, of this Agreement. Contractor shall notify City immediately if delays, regardless of the cause, begin to put the implementation schedule in jeopardy.

4.2 Final Report Acceptance and Approval

A. Upon completion of all tasks, Services and Deliverables set forth in this Agreement, including Attachment B, Statement of Work, amounts withheld for the System Deliverables shall be paid to Contractor within thirty (30) calendar days after City's written approval of Contractor's Notice of System Completion. The City's approval of the Notice of System Completion shall be issued by the City in accordance with this Section and after the Contractor has met the requirements for System completion established in this Section. City's review of the System's acceptability shall include but is not limited to testing and accepting or rejecting the system and confirming that the system meets the requirements as specified in Attachment B, Statement of Work, of this Agreement.

B. Upon completion of the System, Contractor must provide City with the Final System Sign-Off Report and Notice of System Completion for the System, certifying that:

1. Contractor has completed all work as set forth in this Agreement, including all Attachments, related to the completed System, with the exception of System equipment warranty and System maintenance and support services required pursuant to this Agreement.

2. Contractor has provided Deliverables to City that meet the requirements set forth in this Agreement and Attachment B, Statement of Work, for the System which Contractor seeks Final System Acceptance; and

3. Contractor has complied with all of the terms and conditions of this Agreement applicable to the completed System.

C. City shall either approve/sign or reject Contractor's Notice of System Completion for each division installation as defined in Attachment B, Statement of Work, within fifteen (15) business days of submittal. If City approves Contractor's Notice of System Completion, it shall constitute formal acceptance of all of Contractor's tasks, services, and Deliverables related to the completed System for which the Final System Acceptance was provided.

If City rejects Contractor's Notice of System Completion, City shall issue within fifteen (15) business days, a Notice of System Rejection specifying requirement(s) within the Agreement that the Contractor has failed to satisfy. City and Contractor shall meet immediately, but in no event later than ten (10) business days after City issues the Notice of System Rejection, to discuss the reasons for rejecting the system. Contractor shall develop and have available at this meeting, a detailed plan identifying the specific actions to be taken by Contractor to address the issue(s) identified in the Notice of System Rejection.

If the City and the Contractor cannot agree on the resolution of issues necessary for City's approval of Contractor's Notice of System Completion, such differences shall be resolved in accordance with Section 11, Disputes, of this Agreement.

The City must approve Contractor's Notice of System Completion to begin the equipment warranty and system maintenance period as described in Attachment B, Statement of Work.

If City fails to respond to Contractor's Notice of System Completion within fifteen (15) business days after submittal, Contractor shall submit an additional written notice to the City requiring the City to respond within an additional fifteen (15) business days. Failure of the City to provide a response within the total thirty (30) business day period shall be considered a deemed approval of the Contractor's Notice of System Completion (unless an alternate agreement method has been mutually agreed upon by the parties).

D. The Contractor shall have fulfilled its obligations under this Agreement, when the Contractor accomplishes all the tasks described in Attachment B, Statement of Work; the City has issued final acceptance and approval in writing; and Contractor has completed its five (5) year maintenance of the system.

4.3 City Use of Deliverables

Subject to Section 4.2 of this Agreement, if City determines that a Deliverable, or any part thereof, requires correction prior to Acceptance of that Deliverable, City has the absolute right to use the Deliverable until such time as Contractor can remedy the identified deficiency.

4.4 Survival of Provisions

The provisions of Section 4 shall survive termination of this Agreement.

4.5 Time of Performance

A. Normal Business Hours – The Contractor will be available to the LAPD, during normal business hours, upon receiving at least twenty-four (24) hours advance notice. Normal business hours will mean the hours between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time, excluding City holidays.

B. Outside Normal Business Hours–Upon receiving at least twenty-four (24) hours advance notice, the Contractor will be available to the LAPD as needed during weekends, City holidays, and after normal business hours.

C. Emergencies – The Contractor will be available for emergency calls on an as-needed, twenty-four (24) hours a day, seven (7) days a week basis when requested to respond with less than twenty-four (24) hours' notice.

SECTION 5.0
ACCESS TO CITY FACILITIES AND RESOURCES SUPPLIED BY CITY

The City will provide the Contractor access to City facilities and personnel as necessary to perform the services under this Agreement.

SECTION 6.0
COMPENSATION AND METHOD OF PAYMENT

6.1 Compensation

A. For complete and satisfactory performance of the services and delivery of the deliverables of this Agreement, City shall pay Contractor an amount not to exceed $50,927,266.05, including state and local taxes.

B. Contractor shall invoice City, and City shall pay Contractor, in accordance with Attachment B, Statement of Work.

C. The Contractor further understands and agrees that execution of this Agreement does not guarantee that any or all of these funds will be expended.

D. Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for the City to comply with its governing legal requirements, the City shall have no obligation to make any payments to Contractor unless the City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in said Agreement. Contractor agrees that services provided by Contractor, purchases made by Contractor, or expenses incurred by Contractor in excess of said appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for said services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Agreement.

6.2 Taxes

To the extent that any of the Services or Deliverables to be provided by Contractor hereunder are subject to any California sales and use taxes, City and Contractor acknowledge and agree that such taxes shall be collected from the City. Contractor acknowledges and agrees to remit the same to the appropriate tax collection authorities in the manner set forth under applicable law. Contractor shall be solely responsible for any uncollected and unremitted taxes due and owing to the appropriate tax collection authorities and shall indemnify the City for any losses in connection with any uncollected and unremitted taxes due.

6.3 Method of Payment

A. Invoices. The City shall pay the Contractor pursuant to the requirements of this Section 6.0 after receipt and approval of the Contractor's invoices by the City. To ensure that services provided under personal services

contracts are measured against services as detailed in this Contract, the Controller of the City of Los Angeles has developed a policy requiring the following supporting documentation to be submitted with all invoices:

6.4 Billing and Invoicing Requirements

The contractor is required to submit invoices that conform to City standards and include, at a minimum, the following information:

1) Name and address of contractor
2) Division and Department name and address where services were provided
3) Date of invoice and period covered
4) Contract number or authority (purchase order) number
5) Description of completed task and amount due for task, including:
   a. Name of personnel working on task
   b. Hours spent on task and timesheet supporting charges (if applicable)
   c. Rate per hour and total due
6) Certification by a duly authorized officer
7) Taxes (indicate taxable and non-taxable items on invoice)
8) Discount and terms (if applicable)
9) Remittance Address (if different from company address)

B. All invoices must be submitted on Contractor's letterhead, contain Contractor's official logo, or other unique and identifying information such as the name and address of the Contractor. Evidence that tasks have been completed, in the form of detailed description of tasks performed per hours billed, shall be attached to all invoices. Invoices shall be submitted as per Section 6.3 and shall be payable to the Contractor no later than 30 days after City determination that the invoice is complete. Invoices are considered complete when appropriate documentation or services provided are signed off as satisfactory by the Commanding Officer, Information Technology Bureau, which approval shall not be unreasonably withheld, and which approval shall be provided within a reasonable amount of time. Notwithstanding the foregoing, and subject to any rules or regulations necessitated by the Office of the Los Angeles City Controller or as otherwise required by law, there shall exist a rebuttable presumption that invoices are complete upon submission by Contractor. Should there be any reason for which the invoices should not be deemed complete upon delivery, and for which reason payment should not occur upon 30 days of delivery of the invoices, City shall immediately notify Contractor,

and the parties shall work together in good faith to immediately rectify any deficiencies.

C. Invoices and supporting documentation shall be prepared at the sole expense and responsibility of the Contractor. The City will not compensate the Contractor for costs incurred in invoice preparation. The City may request, in writing, changes to the content and format of the invoice and supporting documentation at any time. The City reserves the right to request additional supporting documentation to substantiate costs at any time.

D. Failure to adhere to these policies may result in nonpayment or non-approval of demands, pursuant to Charter Section 262(a), which requires the Controller to inspect the quality, quantity, and condition of services, labor, materials, supplies, or equipment received by any City office or department, and approve demands before they are drawn on the Treasury.

E. Invoices must be sent to:

Commanding Officer
Information Technology Bureau
Los Angeles Police Department
100 West 1st Street, Eighth Floor
Los Angeles, CA 90012

SECTION 7.0
REPRESENTATIONS AND WARRANTIES

7.1 General

The warranties in this section are nonexclusive and are cumulative of any other representations and warranties from Contractor in this Agreement or otherwise available to City under law.

7.2 Warranties of Function

A. Contractor represents and warrants that for one year following the final acceptance of any deliverable provided by Contractor, the deliverable will perform materially as described in the technical specifications set forth in this Agreement.

B. Contractor represents and warrants that no deliverable, when installed, will impair or degrade the performance of any existing system, during the period from installation until Final System Acceptance.

7.3 Warranty of Originality

Contractor represents and warrants that any deliverable will be its own original work, without incorporation of software, text, images, or other assets created by third parties, except to the extent that City consents to such incorporation in writing.

7.4 Warranty of Authority

Contractor represents and warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

7.5 Deliverables

Contractor represents and warrants that any and all deliverables shall at the time of delivery and acceptance conform to the applicable specifications; shall be free from any error, malfunction, or defect; shall be fit for the particular purpose for which the Deliverable is developed and of which City advises Contractor; and if intended to serve as one or more components of an associated system, program, device, network or data, such Deliverable shall comply with the warranties and other requirements of this Agreement when integrated or used with the System.

7.6 Pass through Warranties

Without limiting City's rights with respect to Contractor's warranties under this Agreement, if Contractor provides any deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Contractor shall: (i) provide City with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Contractor shall assign to City or otherwise cause the manufacturer to grant to City all warranties and indemnities provided by such manufacturer.

7.7 Compliance with Law

Contractor represents and warrants that the services provided under this Agreement will comply with all applicable laws, including without limitation federal, state, and local laws.

7.8 Software

Contractor represents and warrants that any software licensed or developed hereunder and any media used to distribute such software contain no viruses or

other computer instructions or technological means intended to disrupt, damage, or interfere with the use of computers or related systems.

Contractor represents and warrants to City that all software developed or licensed hereunder does not contain any undisclosed disabling code (defined as computer code designed to interfere with the normal operation of the software or City's hardware or software) or any program routine, device or other undisclosed feature, including but not limited to, a time bomb, virus, drop-dead device, malicious logic, worm, Trojan horse, or trap door which is designed to delete, disable, deactivate, interfere with or otherwise harm the software or City's hardware or software.

Contractor represents and warrants to City that: (a) Contractor has used its best efforts to scan for viruses within the any software developed or licensed hereunder, and (b) no malicious system, component of a system or work product will be supplied under this Agreement.

7.9 System Security

Contractor represents and warrants that it will employ industry standard or better protections to prevent unauthorized disclosure or exposure of sensitive or confidential information that City provides to any system developed or licensed hereunder or to any system for which a component or deliverable is developed or licensed hereunder.

SECTION 8.0
CONFIDENTIALITY, RESTRICTIONS ON DISCLOSURE, AND BACKGROUND CHECKS

8.1 Confidentiality and Restrictions on Disclosure

A. All documents, records, and information provided by the City to the Contractor, or accessed or reviewed by the Contractor, during performance of this Agreement, including but not limited to Criminal Offender Records Information (CORI) will remain the property of the City. All documents, records and information provided by the City to the Contractor, or accessed or reviewed by the Contractor during the performance of this Agreement, are confidential (hereinafter collectively referred to as "Confidential Information"). The Contractor agrees not to provide Confidential Information, nor disclose their content or any information contained in them, either orally or in writing, to any other person or entity. The Contractor agrees that all Confidential Information used or reviewed in connection with the Contractor's work for the City will be used only for the purpose of carrying out City business and cannot be used for any other purpose. The Contractor will be responsible for

protecting the confidentiality and maintaining the security of City documents and records in its possession.

B. The Contractor will make the Confidential Information provided by the City to the Contractor, or accessed or reviewed by the Contractor during performance of this Agreement, available to its employees, agents and subcontractors, only on a need-to-know basis. Further, the Contractor will provide written instructions to all of its employees, agents and subcontractors, with access to the Confidential Information about the penalties for its unauthorized use or disclosure.

C. The Contractor will store and process Confidential Information in an electronic format in such a way that unauthorized persons cannot retrieve the information by computer, remote terminal or other means.

D. The Contractor must not remove Confidential Information or any other documents or information used or reviewed in connection with the Contractor's work for the City from City facilities without prior approval from the City. The Contractor will not use, other than in direct performance of work required pursuant to the Agreement, or make notes of any home address or home telephone numbers contained in Confidential Information provided by the City that are reviewed during work on this Agreement. The Contractor will, at the conclusion of this Agreement, or at the request of the City, promptly return any and all Confidential Information and all other written materials, notes, documents, or other information obtained by the Contractor during the course of work under this Agreement to the City. The Contractor will not make or retain copies of any such information, materials, or documents.

E. Any reports, findings, deliverables, analyses, studies, notes, information, or data generated as a result of this Agreement are to be considered confidential. The Contractor will not make such information available to any individual, agency, or organization except as provided for in this Agreement or as required by law.

F. The Contractor and its employees, agents, and subcontractors may have access to confidential criminal record and Department of Motor Vehicle record information, whose access is controlled by statute. Misuse of such information may adversely affect the subject individual's civil rights and violates the law. The Contractor will implement reasonable and prudent measures to keep secure and private criminal history information accessed by its employees, agents, and subcontractors during the performance of this Agreement. The Contractor will advise its employees, agents, and subcontractors of the confidentiality requirements of Title 42, United States Code, Section 3789(g) [42 U.S.C. 3789(g)], California Penal

Code Sections 11075 through 11144, California Penal Code, Sections 13301 through 13305, and California Vehicle Code Section 1808.45.

G. The Contractor will require that all its employees, agents, and subcontractors who will review, be provided, or have access to Confidential Information, during the performance of this Agreement, execute a confidentiality agreement that incorporates the provisions of this Section, prior to being able to access Confidential Information.

8.2 Document Control Procedure

The Contractor will develop and administer a mutually acceptable Document Control Procedure over documents flowing to and from the City, in such a manner as to ensure that the confidentiality requirements of this Section 8.0 are met. Each document will be controlled through the use of a Document Control Number.

8.3 Background Checks

To the extent permitted by applicable law, the City may conduct background checks at its expense on the Contractor, its employees, designated replacement employees, agents, and subcontractors who will have, or may have, access to City information and data during performance of this Agreement. The Contractor recognizes the highly sensitive nature of such information and data and agrees to cooperate with the City and provide, to the extent permitted by applicable law, whatever information, including verification of education and previous employment, the City requires in order to conduct background checks. The City may request changes to Contractor personnel in response to background check information, and the Contractor will accommodate such request for personnel changes. Both parties agree to keep the results of any background checks confidential in accordance with the provisions of Section 8.0, as permitted by applicable law.

8.4 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 8.0.

8.5 Survival of Provisions

The provisions of this Section 8.0 will survive termination of this Agreement.

SECTION 9.0
DATA SECURITY

9.1 Data Ownership

As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement.

Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit.

9.2 Data Protection

A. Contractor shall use best efforts, but in no event less than those protections standard for public safety data, to prevent unauthorized access to, or use, disclosure, or exposure of City Data. To this end, Contractor shall safeguard the confidentiality, integrity, and availability of City Data, including all information obtained by Contractor during the scope of conducting background investigations for City.

B. Contractor shall implement and maintain appropriate administrative, technical, and organization security measures to safeguard against unauthorized access, disclosure, or theft of City Data or a candidate's personal information. Such security measures shall be in accordance with recognized industry best practices and the standard of care imposed by state and federal laws and regulations relating to the protection of such information. In the absence of any legally imposed or industry standard of care, Contractor shall safeguard City Data using measures no less stringent than the measures Contractor applies to Contractor's own personal data and non-public data of similar kind.

C. Unless otherwise expressly agreed to by City in writing, Contractor shall encrypt all City Data at rest and in transit and limit access to only those

individuals whose access is essential for performance of the services contemplated by this Agreement.

D. At no time may any content or City processes be copied, disclosed, or retained by Contractor or any party related to Contractor for subsequent use in any transaction that does not include City.

E. At any time during the term of this Agreement, at City's written request, Contractor shall, and shall instruct all of its employees and subcontractors to, promptly return to City all copies, whether in written, electronic, or other form of media, of City Data in its possession, or securely dispose of all such copies, and certify in writing to City that such City Data has been returned to City or disposed of securely. Contractor shall comply with all reasonable directions provided by City with respect to the return or disposal of City Data. Except as set forth in this provision, Contractor's obligations to retain City Data are governed by Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]). After Contractor has retained City Data for the period(s) specified by Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]) ("Retention Period"), Contractor shall securely dispose of all City Data, and certify in writing to City, within 30 days of the expiration of Retention Period, that City Data has been securely disposed of.

9.3 Compliance with Privacy Laws

Contractor shall ensure that Contractor's performance of Contractor's obligations under this Agreement complies with all applicable local, state, and federal privacy laws and regulations, including, but not limited to, laws relating to consent to make visual and audio recordings of individuals and consent to collect information from individuals. If this Agreement or any practices which could be, or are, employed in performance of this Agreement are inconsistent with or do not satisfy the requirements of any of these privacy laws and regulations, City and Contractor shall in good faith execute an amendment to this Agreement sufficient to comply with these laws and regulations and Contractor shall complete and deliver any documents necessary to compliance.

9.4 Provision of Data

Upon termination of this Agreement for any cause or reason (including City's breach), Contractor shall provide City with a copy of all City Data in Contractor's possession in a mutually agreeable machine-readable format.

9.5 Data, Development, and Access Point Location

Storage of City Data shall be located in the continental United States of America. Contractor shall not allow its personnel or contractors to store City Data on

portable devices, including personal computers, except for devices that are used and kept only at Contractor's continental United States of America headquarters or data centers. Contractor shall neither access, nor allow a third party to access systems housing City Data from any location outside of the continental United States of America. Notwithstanding anything to the contrary in this Agreement, and only after obtaining prior written approval of City, Contractor may grant personnel and contractors located outside the continental United States remote read-only access to City Data only as required to provide proctoring and other technical support in relation to the services contemplated herein. Contractor shall obtain the City's prior written approval for each of its employees, contractors, officers, partners, consultants, principals, agents, affiliates, or subsidiaries who are essential for the purpose of providing the services under this Agreement ("Authorized Persons"). When Contractor submits a request for City's prior written approval, it shall describe the proposed Authorized Person's role and the necessity for the proposed Authorized Person to access City Data. Contractor shall at all times cause such Authorized Persons to abide strictly by Contractor's obligations under this Agreement and the industry standards for information security. Contractor hereby agrees that only Authorized Persons who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this Agreement will access City Data, and will do so only for the purpose of enabling Contractor to perform its obligations under this Agreement.

9.6 Data Breach

Contractor shall protect City Data using the most secure means and technology that is consistent with industry standards for the type of data at issue. Contractor shall notify City as soon as reasonably feasible, but in any event, within twenty-four (24) hours in writing and telephonically of Contractor's discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Contractor shall begin remediation immediately. Contractor shall provide daily updates, or more frequently if required by City, regarding findings and actions performed by Contractor until the Data Breach or Security Incident has been effectively resolved to City's satisfaction. Contractor shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with City. If directed by City, Contractor shall retain an independent third party to conduct the investigation at Contractor's sole cost. At City's sole discretion, City and/or its authorized agents shall have the right to lead or participate in the investigation. Contractor shall cooperate fully with City, its agents and law enforcement. Contractor is responsible for all costs associated with a Data Breach or Security Incident, including, if directed by City, the provision of identity theft protection and/or credit monitoring services to individuals affected by the Security Incident. If required by law or directed by

City, Contractor will be responsible for notifying individuals impacted by the Security Incident or Data Breach, with City having final approval of the content of the notification. In the event City incurs any costs related to the breach referenced above, City will seek reimbursement from Contractor or reduce Contractor's invoice for costs associated with breach of security.

A. Data Breach Liability. Except where the liability is primarily attributable to the City's negligence, if City is subject to liability for any Data Breach or Security Incident, then Contractor shall fully indemnify and hold harmless City and defend against any resulting actions.

9.7 Firewalls and Access Controls

A. Access Precautions. Contractor shall use precautions, including, but not limited to, physical software and network security measures, employee screening, training and supervision, and appropriate agreements with employees to:

1) Prevent anyone other than City, Contractor, and authorized City or Contractor personnel from monitoring, using, gaining access to, or learning the import of City Data; and

2) Protect appropriate copies of City Data from loss, corruption, or unauthorized alteration; and

3) Prevent the disclosure of City and Contractor passwords and other access control information to anyone other than authorized City personnel.

B. Security Best Practices. Contractor shall implement the following security best practices with respect to any service provided:

1) Least Privilege: Contractor shall authorize access only to the minimum amount of resources required for a function.

2) Separation of Duties: Contractor shall divide functions among its staff members to reduce the risk of one person committing fraud undetected.

3) Role-Based Security: Contractor shall restrict access to authorized users and base access control on the role a user plays in an organization.

C. Access Restrictions. Contractor shall restrict the use of, and access to, administrative credentials for City accounts and Contractor's systems to only those of Contractor's employees and other agents whose access is

essential for the purpose of providing the services of this Agreement. Contractor shall require these personnel to log on using an assigned user-name and password when administering City accounts or accessing City Data. These controls must enable Contractor to promptly revoke or change access in response to terminations or changes in job functions, as applicable. Contractor shall encrypt all passwords, passphrases, and PINs, using solutions that are certified against U.S. Federal Information and Processing Standard 140-2, Level 2, or equivalent industry standard, and verify that the encryption keys and keying material are not stored with any associated data. Contractor will implement any City request to revoke or modify user access within twenty-four (24) hours or the next business day of receipt of City's request. Contractor will disable user accounts after at most ten (10) consecutive invalid authentication attempts.

9.8 Vulnerability Management and Patching

At least annually, Contractor shall perform at Contractor's expense vulnerability tests and risk assessments of all systems that contain City Data. For Contractor's internet perimeter network, and any of Contractor's applications that process City Data, such testing must also include (i) penetration tests, including by use of intercept proxies to identify security vulnerabilities that cannot be discovered using automated tools, and (ii) code review or other manual verification. All tests must be performed by Contractor's compliance team using industry recommended network security tools to identify vulnerability information. Upon written request from City, Contractor shall provide to City a Vulnerability Testing & Risk Assessment Report at the organization level including an executive summary of the results.

9.9 Right of Audit by City

Without limiting any other audit rights of City, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City may review Contractor's data privacy and data security program prior to the commencement of this Agreement and from time to time during the term of this Agreement. During the performance of this Agreement, upon reasonable advance notice of at least thirty (30) days, and no more than once per calendar year, City, may, by itself or by retaining a certified public accounting firm or information security professional, perform, or have performed, an on-site audit of Contractor's data privacy and information security program. In lieu of an on-site audit, at City's discretion and upon request by City, Contractor agrees to complete, within fourteen (14) days of receipt, an audit questionnaire provided by City regarding Contractor's data privacy and information security program. These audit rights are in addition to any other audit rights set forth Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

9.10 Written Information Security Policy

Contractor shall establish and maintain a formal, documented, mandated, company-wide information security program, including security policies, standards, and procedures (collectively "Information Security Policy"), and communicate the Information Security Policy to all of its respective employees and contractors in a relevant, accessible, and understandable form. Contractor shall regularly review and evaluate the Information Security Policy to ensure its operational effectiveness, compliance with all applicable laws and regulations, and to address new threats and risks. Upon execution of this Agreement and thereafter within three (3) business days of City's request, Contractor shall make available for City's review Contractor's Information Security Policy and any related SOC audits, information security certifications, or other evidence that Contractor has in place appropriate policies and procedures regarding information protection and security.

9.11 Change in Service

Contractor shall notify City of any changes, enhancement, and upgrades to Contractor's systems, or changes in other related software services, as applicable, which could impact the security of the services.

9.12 Third Party Software

In the event Contractor provides any third-party software (the "Third-Party Software"), including Open Source Software, to City in connection with this Agreement for which City would be obligated to accept and be bound by any third-party terms and conditions, the following shall apply: (1) Contractor shall specifically identify in writing all Third-Party Software in the relevant Task Order; (2) Contractor shall attach to the relevant Task Order written copies of all third-party license agreements applicable to City; and (3) Contractor warrants that (i) it has the right to license any Third-Party Software licensed to City under this Agreement; (ii) to the best of Contractor's knowledge, the Third-Party Software does not, and the use of the Third-Party Software by City as contemplated by this Agreement will not, infringe any intellectual property rights of any third party; and (iii) unless specifically provided otherwise herein, City shall have no obligation to pay any third party any fees, royalties, or other payments for City's use of any Third-Party Software in accordance with the terms of this Agreement. With regard to (i) Open Source Software, (ii) any Third-Party Software that Contractor fails to identify in the relevant Task Order, and (iii) any third-party software embedded in the Licensed Software for which City is not required to accept any third-party terms and conditions, all such software shall be considered, as appropriate, part of and included in the definition of "Licensed Software" and subject to all warranties, indemnities, and other requirements of this Agreement, including scope of license and maintenance and support, relating to the Licensed

Software. To the extent permitted by law or contract, Contractor shall pass through to City the warranties for the Third-Party Software. For purposes of this provision, "Open Source Software" means any software, programming, or other intellectual property that is subject to (i) the GNU General Public License, GNU Library General Public License, Artistic License, BSD license, Mozilla Public License, or any similar license, including, but not limited to, those licenses listed at www.opensource.org/licenses or (ii) any agreement with terms requiring any intellectual property owned or licensed by City to be (a) disclosed or distributed in source code or object code form; (b) licensed for the purpose of making derivative works; or (c) redistributable.

9.13 Criminal Justice Information Systems

Contractor agrees to and shall comply with the Federal Bureau of Investigation Criminal Justice Information Systems Security Policy (the "CJIS Security Policy"), as amended from time to time, which document is incorporated into and made a part of this Agreement by reference. Contractor shall ensure that Contractor's security, technical, personnel, and administrative practices, meet no less than those standards articulated in the Security Policy.

Contractor agrees to, and shall comply with, Attachment C, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum (the "Security Addendum"), which document is incorporated into and made a part of this Agreement by reference as though fully stated herein.

Contractor shall provide each of Contractor's employees with a copy of the Security Addendum and the CJIS Security Policy. Contractor shall further require each of Contractor's employees to execute the certification document contained in Attachment C, and Contractor shall provide LAPD a copy of each executed certification.

9.14 Security Addendum

Contractor agrees to and shall comply with Attachment C, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum, which document is incorporated into and made a part of this Agreement by reference.

9.15 Provisions Apply to Subcontracts

Any subcontract entered into pursuant to the terms of this Agreement will be subject to, and incorporate, the provisions of this Section 9.0.

9.16 Survival of Provisions

The provisions of this Section 9.0 will survive termination of this Agreement.

SECTION 10.0
AMENDMENTS AND CHANGE REQUESTS

10.1 Amendments

Any change in the terms of this Agreement, including changes in the services to be performed by Contractor, and any increase or decrease in the amount of compensation which are agreed to by City and Contractor shall be incorporated into this Agreement by a written amendment properly executed and signed by the person(s) authorized to bind the parties thereto.

Contractor agrees to comply with all future City directives, or any rules, amendments or requirements promulgated by City affecting this Contract; provided that if such compliance impacts Contractor's performance, schedule or cost to perform, such compliance is subject to an agreed upon Project Change Authorization negotiated in good faith by the parties. If the parties are unable to agree upon a change request, City may exercise its right to terminate for convenience in accordance with PSC-9 (Termination) of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]).

10.2 Change Requests

A. City Technical Change Requests

During the term of this Agreement, City shall have the right to request changes to the work within the general scope of work contemplated by this Agreement and consistent with Section 4.1, Statement of Work to be Performed, of this Agreement. A "change," as that term is used in this Section means technical or other adjustments made within the Statement of Work to be Performed, and consistent with Section 4.1 of this Agreement, which do not extend the term of the Agreement or increase the authorized amount set forth in Section 6.1(A) of this Agreement. City shall make a formal written request, per the procedure outlined, with respect to each change it desires to make.

B. Change Proposal

Within thirty (30) business days following Contractor's receipt of City's written Change Request, Contractor shall prepare and deliver to City a written statement that includes the following:

1. Total cost of the change;

2. Schedule impact of the change for current and subsequent Deliverables;

3. Impact of the change on any other part of this Agreement;

4. Estimated California Sales Tax impact, if any;

5. The period of time for which such statement is valid, but not less than sixty (60) days; and

6. City contract number and date of contract.

C. Method of Agreement to Changes

Upon approval of Contractor's written statement for a proposed change by City's authorized representatives as identified in Section 1.2(A) of this Agreement, or their designee established in writing, City shall deliver to Contractor a Project Change Authorization, Attachment D, specifying the change to be made and all of the particulars set forth in Section10.2(B) of this Agreement as mutually agreed upon, and this Agreement and all pertinent Attachments hereto shall be deemed modified accordingly. City and Contractor agree to make a good faith effort to reach a mutually agreed upon fixed price or time and materials services for any Change Request. Failure to agree on the price of such changes shall be treated as a dispute and subject to the provisions of Section 11, Disputes, of this Agreement, but in no event shall the Contractor be required to start on the changed work without the mutually agreed upon Project Change Authorization.

SECTION 11.0
DISPUTES

Both parties shall undertake to reach an amicable settlement in cases of Dispute. If an amicable settlement cannot be reached, or in the event of default that could result in termination of this Agreement, City and Contractor shall schedule a meeting of their representatives in a good faith attempt to resolve the issues in Dispute. The meeting shall allow for a detailed presentation of each party's views on the issues and potential solutions to the Dispute or default. If possible, the meeting should result in an agreed upon course of action to resolve the Dispute or default.

Contractor and City shall continue to perform any obligations under this Agreement during any Dispute.

The provisions of Sections 5.169 and 5.170 (Div. 5, Ch. 10, Art. 1) of the Los Angeles Administrative Code and Section 350 of the City Charter shall govern the procedure and rights of the parties with regard to claims arising from this Agreement.

SECTION 12.0
MISCELLANEOUS

12.1 Standard Provisions for City Contracts

The Contractor shall comply with the applicable requirements of the Standard Provisions for City Contracts (Rev. 1/25 [v.2]), attached hereto as Attachment A and incorporated herein by reference, with the exception of the following provisions, the subject matter of which are otherwise addressed in this Agreement: PSC-9(B)(6), PSC-12, PSC-13, PSC-18, PSC-19, PSC-20, PSC-21, PSC-22, PSC-24, PSC-39, and PSC-40.

12.2 Border Wall Disclosure

Contractor shall comply with Los Angeles Administrative Code ("LAAC") Section 10.50 et seq., "Disclosure of Border Wall Contracting." City may terminate this Contract at any time if City determines that Contractor failed to fully and accurately complete the required affidavit and disclose all Border Wall Bids and Border Wall Contracts, as defined in LAAC Section 10.50.1. The required affidavit must be submitted online at www.rampla.org.

12.3 Assignment and Delegation

Contractor may not, unless it has first obtained the written permission of City:

A. Assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

C. Written permission of City for Contractor's assignment will not be unreasonably withheld.

12.4 Permits

Unless otherwise set forth in the applicable Statement of Work Contractor and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for Contractor's performance of this Contract. Contractor shall immediately notify City of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to Contractor's performance of this Contract.

12.5 Indemnification

Except for the active negligence or willful misconduct of City, or any of its boards, officers, agents, employees, assigns and successors in interest, Contractor shall defend, indemnify and hold harmless City and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including Contractor's employees and agents, or damage or destruction of any tangible property of either party hereto or of third parties, to the extent arising in any manner by reason of an act, error, or omission by Contractor, Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

12.6 Intellectual Property Indemnification

Contractor, at its own expense, shall defend, indemnify, and hold harmless the City, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by City, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, any United States patent, copyright, trademark, right of publicity, and proprietary information ("Infringement Claim"): (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by Contractor, or its Subcontractors, in performing the work under this Contract ("Contractor Product"); or (2) as a result of City's actual or intended use of any Work Product (as defined in PSC-21) furnished by Contractor, or its Subcontractors, under this Contract. The rights and remedies of City provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for City the right to continue using the Contractor Product; (b) replace or modify the Contractor

Product so that it becomes non-infringing while providing functionally equivalent performance.

Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the unintended combination of the Contractor Product with any software, apparatus or device not furnished by Contractor, but solely to the extent: (1) such combination causes the infringement and (2) the infringement claim results from such combination; (b) the unauthorized use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor Product, but solely to the extent: (1) such use causes the infringement and (2) the infringement claim results from such use; (c) Contractor Product designed or manufactured in accordance with City's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) an unauthorized modification of the Contractor Product by a party other than Contractor but solely to the extent: (1) such modification causes the infringement and (2) the infringement claim results from such modification; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement, but solely to the extent (1) such use causes the infringement and (2) the infringement claim results from such use; or (f) the failure by City to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement, but solely to the extent that: (1) Contractor has notified City in writing that use of the update would have avoided the claim, (2) the enhancement release correcting the infringement is provided to City free of charge, and (3) the enhancement does not result in a material diminution in the functionality of the Contractor Software or Contractor Product.

This Section provides City's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. City has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section are subject to and limited by any liability limits set forth herein.

12.7 Limitation of Liability

Except for personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed three times (3x) the maximum compensation payable to Contractor pursuant to Section 6.1, Compensation. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT CONTRACTOR WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS

TIME, DATA (EXCLUSIVE OF LIABILITY INCURRED PURSUANT TO SECTION 9.6, DATA BREACH), GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS AGREEMENT.

12.8 Ownership and License

All Documentary Deliverables and other materials that are promised deliverables under this Agreement and the applicable order shall become City property, and risk of loss shall occur, upon the date of delivery and payment therefor (except for Software, if any, which is licensed), but no transfer of Contractor's or City's intellectual property rights will occur. As between the parties, City is the sole and exclusive owner of all data and information provided to Contractor by or on behalf of City pursuant to this Agreement and any and all updates or modifications thereto or derivatives thereof made by Contractor ("City Data"), and all intellectual property rights in the foregoing, whether or not provided to any other party under this Agreement. City Data is Confidential Information for the purposes of this Agreement.

Contractor shall not use City Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit City Data. Contractor shall not possess or assert any lien or other right against, or to City Data. City may request an export of City Data stored within the systems or held by Contractor in any form or format at no charge to City.

Subject to the restrictions articulated elsewhere in this Agreement, City grants Contractor a non-transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use City Data solely for purposes of performing the services pursuant to this Agreement for City's benefit. This section is in lieu of PSC-21.

12.9 Best Terms

Contractor makes no representations or commitments concerning the pricing or discounts for the services to be provided hereunder, except as set forth in Section 6, Compensation and Method of Payment, and Attachment B, Statement of Work to this Agreement. Notwithstanding the preceding sentence, if City becomes aware of any of its orders under this Agreement that is substantially similar in time frame and nature to another service transaction with a different Motorola state or local governmental customer in the United States where that other customer received more favorable pricing, then City may notify Contractor of the other substantially similar transaction with more favorable pricing. Upon

receipt of such notice, Contractor will investigate the matter, and thereafter the Parties will meet and confer to discuss the matter. Based upon that meet and confer process, if a differential in pricing does exist, Contractor will make an appropriate reduction in the pricing for City's order in the form of a credit to be used against future purchases. In addition, Contractor may but is not obligated to provide additional or other discounts (e.g., large order) to City concerning any order.

12.10 Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for City to comply with its governing legal requirements, City shall have no obligation to make any payments to Contractor unless City shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. Contractor agrees that any services provided by Contractor, purchases made by Contractor or expenses incurred by Contractor in excess of the appropriation(s) shall be free and without charge to City and City shall have no obligation to pay for the services, purchases or expenses. Contractor shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until City appropriates additional funds for this Contract.

12.11 Compliance with Identity Theft Laws and Payment Card Data Security Standards

Contractor shall comply with all applicable identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. Contractor also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, Contractor shall verify proper truncation of receipts in compliance with FACTA.

12.12 Severability/Ambiguity

In the event a court of competent jurisdiction holds any provision of this Agreement to be invalid, such holding shall have no effect on the remaining provisions of this Agreement, and they shall continue in full force and effect. No ambiguity in this Agreement may be interpreted against any one party by virtue of that party being drafter of the Agreement. The parties acknowledge that they have read and understood this Agreement and had the opportunity to consult with counsel of their choosing regarding this Agreement.

12.13 Use of Marks

Except as expressly provided in this Agreement, Contractor shall not use the City or LAPD's names, logos, seals, insignia or other words, names, symbols or devices that identify the City or LAPD, for any purpose except with the prior written consent of, and in accordance with restrictions required by the City.

12.14 Media, Publicity, and Case Studies

Contractor shall refer all inquiries from the news media to LAPD, shall immediately contact LAPD to inform City of the inquiry, and shall comply with the procedures of LAPD's Public Affairs staff regarding statements to the media relating to this Agreement or Contractor's services under this Agreement. Contractor shall not use City as a reference or case study absent receipt of City's prior written approval. Contractor shall further provide City with the opportunity to review and approve any such reference or case study prior to publication, which approval City shall not unreasonably withhold.

12.15 No Third-Party Beneficiaries

Nothing herein is intended to create a third-party beneficiary in any subcontractor. City has no obligation to any subcontractor. No privity is created with any subcontractor by this Agreement. Even if Contractor uses subcontractors, Contractor remains responsible for complete and satisfactory performance of the terms of this Agreement.

SECTION 13.0
ENTIRE AGREEMENT

13.1 Complete Agreement

This Agreement contains the full and complete Agreement between the two parties. No verbal agreement or conversation with any officer or employee of either party will affect or modify any of the terms and conditions of this Agreement.

13.2 Counterparts/Electronic Signatures

This Agreement may be executed in one or more counterparts, and by the parties in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement. The parties further agree that facsimile signatures or signatures scanned into .pdf (or signatures in another electronic format designated by City) and sent by e-mail shall be deemed original signatures.

13.3 Number of Originals and Attachments

This Agreement includes thirty-one (31) pages and four (4) attachments. Attachments A-D listed below are incorporated herein by this reference:

Attachment A – Standard Provisions for City Contracts (Rev. 1/25 [v.2])
Attachment B – Statement of Work
Attachment C – The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum
Attachment D – Project Change Authorization Form

13.4 Order of Precedence

In the event of any inconsistency between the terms, attachments, specifications or provisions which constitute this Agreement, the following order of precedence shall apply in the order listed herein:

1) This Agreement between the City of Los Angeles and Motorola Solutions, Inc.
2) Attachment A, Standard Provisions for City Contracts (Rev. 1/25 [v.2])
3) Attachment B, Statement of Work
5) Attachment C, The Federal Bureau of Investigation Criminal Justice Information Systems Security Addendum
6) Attachment D – Project Change Authorization Form

Notwithstanding any other language in this Agreement, this Agreement shall be enforced and interpreted under the laws of the State of California.

[Signature Page Follows]

[Remainder of the Page Intentionally Left Blank]

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their respective representatives.

For: THE CITY OF LOS ANGELES,
a Municipal Corporation

By signing below, the signatory attests that they have no personal, financial, beneficial, or familial interest in this contract.

By: _____
JIM McDONNELL
Chief of Police
Los Angeles Police Department

Date: _____

MOTOROLA SOLUTIONS, INC.
**Approved Signature Methods:*
1) Two signatures: One of the Chairman of the Board of Directors, President, or Vice-President, and one of the Secretary, Assistant Secretary, Chief Financial Officer, or Assistant Treasurer.

2) One signature of a Corporate-designated individual together with a properly attested resolution of the Board of Directors authorizing the individu

By: _____
TRAVIS BOETTCHER
Vice President

By: _____
SCOTT SCHAELEN
Assistant Corporate Secretary

Date: 05/01/2026

APPROVED AS TO FORM:

HYDEE FELDSTEIN SOTO, City Attorney

By: _____
SAMUEL PETTY
Deputy City Attorney

Date: _____

ATTEST:

PATRICE Y. LATTIMORE, City Clerk

By: _____
Deputy City Clerk

Date: _____

City Business License Number: 0000749148-0001-7
Internal Revenue Service Taxpayer Identification Number: 36-1115800
Said Agreement is Number _____ of City Contracts

ATTACHMENT A

STANDARD PROVISIONS FOR CITY CONTRACTS (REV. 1/25 [V.2])

STANDARD PROVISIONS FOR CITY CONTRACTS

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STANDARD PROVISIONS FOR CITY CONTRACTS

PSC-1. Construction of Provisions and Titles Herein

All titles, subtitles, or headings in this Contract have been inserted for convenience, and shall not be deemed to affect the meaning or construction of any of the terms or provisions of this Contract. The language of this Contract shall be construed according to its fair meaning and not strictly for or against **CITY** or **CONTRACTOR**. The word "**CONTRACTOR**" includes the party or parties identified in this Contract. The singular shall include the plural and if there is more than one **CONTRACTOR**, unless expressly stated otherwise, their obligations and liabilities shall be joint and several. Use of the feminine, masculine, or neuter genders shall be deemed to include the genders not used.

PSC-2. Applicable Law, Interpretation and Enforcement

Each party's performance shall comply with all applicable laws of the United States of America, the State of California, and **CITY**, including but not limited to, laws regarding health and safety, labor and employment, wage and hours and licensing. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. **CONTRACTOR** shall comply with new, amended, or revised laws, regulations, or procedures that apply to the performance of this Contract with no additional compensation paid to **CONTRACTOR**.

In any action arising out of this Contract, **CONTRACTOR** consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California.

If any part, term or provision of this Contract is held void, illegal, unenforceable, or in conflict with any federal, state or local law or regulation, the validity of the remaining parts, terms or provisions of this Contract shall not be affected.

PSC-3. Time of Effectiveness

Unless otherwise provided, this Contract shall take effect when all of the following events have occurred:

A. This Contract has been signed on behalf of **CONTRACTOR** by the person or persons authorized to bind **CONTRACTOR**;

B. This Contract has been approved by the City Council or by the board, officer or employee authorized to give such approval;

C. The Office of the City Attorney has indicated in writing its approval of this Contract as to form; and

D. This Contract has been signed on behalf of **CITY** by the person designated by the City Council, or by the board, officer or employee authorized to enter into this Contract.

PSC-4. Integrated Contract

This Contract sets forth all of the rights and duties of the parties with respect to the subject matter of this Contract, and replaces any and all previous Contracts or understandings, whether written or oral, relating thereto. This Contract may be amended only as provided for in the provisions of PSC-5 hereof.

PSC-5. Amendment

All amendments to this Contract shall be in writing and signed and approved pursuant to the provisions of PSC-3.

PSC-6. Excusable Delays

Neither party shall be liable for its delay or failure to perform any obligation under and in accordance with this Contract, if the delay or failure arises out of fires, floods, earthquakes, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by the party or any of the party's Subcontractors), freight embargoes, terrorist acts, insurrections or other civil disturbances, or other similar events to those described above, but in each case the delay or failure to perform must be beyond the control and without any fault or negligence of the party delayed or failing to perform (these events are referred to in this provision as "Force Majeure Events").

Notwithstanding the foregoing, a delay or failure to perform by a Subcontractor of **CONTRACTOR** shall not constitute a Force Majeure Event, unless the delay or failure arises out of causes beyond the control of both **CONTRACTOR** and Subcontractor, and without any fault or negligence of either of them. In such case, **CONTRACTOR** shall not be liable for the delay or failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit **CONTRACTOR** to perform timely. As used in this Contract, the term "Subcontractor" means a subcontractor at any tier.

In the event **CONTRACTOR'S** delay or failure to perform arises out of a Force Majeure Event, **CONTRACTOR** agrees to use commercially reasonable best efforts to obtain the goods or services from other sources, and to otherwise mitigate the damages and reduce the delay caused by the Force Majeure Event.

PSC-7. Waiver

A waiver of a default of any part, term or provision of this Contract shall not be construed as a waiver of any succeeding default or as a waiver of the part, term or provision itself. A party's performance after the other party's default shall not be construed as a waiver of that default.

PSC-8. Suspension

At **CITY'S** sole discretion, **CITY** may suspend any or all services provided under this Contract by providing **CONTRACTOR** with written notice of suspension. Upon receipt of the notice of suspension, **CONTRACTOR** shall immediately cease the services

suspended and shall not incur any additional obligations, costs or expenses to **CITY** until **CITY** gives written notice to recommence the services.

PSC-9. Termination

A. Termination for Convenience

CITY may terminate this Contract for **CITY'S** convenience at any time by providing **CONTRACTOR** thirty days written notice. Upon receipt of the notice of termination, **CONTRACTOR** shall immediately take action not to incur any additional obligations, costs or expenses, except as may be necessary to terminate its activities. **CITY** shall pay **CONTRACTOR** its reasonable and allowable costs through the effective date of termination and those reasonable and necessary costs incurred by **CONTRACTOR** to effect the termination. Thereafter, **CONTRACTOR** shall have no further claims against **CITY** under this Contract. All finished and unfinished documents and materials procured for or produced under this Contract, including all intellectual property rights **CITY** is entitled to, shall become **CITY** property upon the date of the termination. **CONTRACTOR** agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

B. Termination for Breach of Contract

1. Except as provided in PSC-6, if **CONTRACTOR** fails to perform any of the provisions of this Contract or so fails to make progress as to endanger timely performance of this Contract, **CITY** may give **CONTRACTOR** written notice of the default. **CITY'S** default notice will indicate whether the default may be cured and the time period to cure the default to the sole satisfaction of **CITY**. Additionally, **CITY'S** default notice may offer **CONTRACTOR** an opportunity to provide **CITY** with a plan to cure the default, which shall be submitted to **CITY** within the time period allowed by **CITY**. At **CITY'S** sole discretion, **CITY** may accept or reject **CONTRACTOR'S** plan. If the default cannot be cured or if **CONTRACTOR** fails to cure within the period allowed by **CITY**, then **CITY** may terminate this Contract due to **CONTRACTOR'S** breach of this Contract.

2. If the default under this Contract is due to **CONTRACTOR'S** failure to maintain the insurance required under this Contract, **CONTRACTOR** shall immediately: (1) suspend performance of any services under this Contract for which insurance was required; and (2) notify its employees and Subcontractors of the loss of insurance coverage and Contractor's obligation to suspend performance of services. **CONTRACTOR** shall not recommence performance until **CONTRACTOR** is fully insured and in compliance with **CITY'S** requirements.

3. If a federal or state proceeding for relief of debtors is undertaken by or against **CONTRACTOR**, or if **CONTRACTOR** makes an assignment for the benefit of creditors, then **CITY** may immediately terminate this Contract.

4. If **CONTRACTOR** engages in any dishonest conduct related to the performance or administration of this Contract or violates **CITY'S** laws, regulations or policies relating to lobbying, then **CITY** may immediately terminate this Contract.

5. Acts of Moral Turpitude

   a. **CONTRACTOR** shall immediately notify **CITY** if **CONTRACTOR** or any Key Person, as defined below, is charged with, indicted for, convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, any act which constitutes an offense involving moral turpitude under federal, state, or local laws ("Act of Moral Turpitude").

   b. If **CONTRACTOR** or a Key Person is convicted of, pleads nolo contendere to, or forfeits bail or fails to appear in court for a hearing related to, an Act of Moral Turpitude, **CITY** may immediately terminate this Contract.

   c. If **CONTRACTOR** or a Key Person is charged with or indicted for an Act of Moral Turpitude, **CITY** may terminate this Contract after providing **CONTRACTOR** an opportunity to present evidence of **CONTRACTOR'S** ability to perform under the terms of this Contract.

   d. Acts of Moral Turpitude include, but are not limited to: violent felonies as defined by Penal Code Section 667.5, crimes involving weapons, crimes resulting in serious bodily injury or death, serious felonies as defined by Penal Code Section 1192.7, and those crimes referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2); in addition to and including acts of murder, rape, sexual assault, robbery, kidnapping, human trafficking, pimping, voluntary manslaughter, aggravated assault, assault on a peace officer, mayhem, fraud, domestic abuse, elderly abuse, and child abuse, regardless of whether such acts are punishable by felony or misdemeanor conviction.

e. For the purposes of this provision, a Key Person is a principal, officer, or employee assigned to this Contract, or owner (directly or indirectly, through one or more intermediaries) of ten percent or more of the voting power or equity interests of **CONTRACTOR**.

6. In the event **CITY** terminates this Contract as provided in this section, **CITY** may procure, upon such terms and in the manner as **CITY** may deem appropriate, services similar in scope and level of effort to those so terminated, and **CONTRACTOR** shall be liable to **CITY** for all of its costs and damages, including, but not limited to, any excess costs for such services.

7. If, after notice of termination of this Contract under the provisions of this section, it is determined for any reason that **CONTRACTOR** was not in default under the provisions of this section, or that the default was excusable under the terms of this Contract, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to PSC-9(A) Termination for Convenience.

8. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

C. In the event that this Contract is terminated, **CONTRACTOR** shall immediately notify all employees and Subcontractors, and shall notify in writing all other parties contracted with under the terms of this Contract within five working days of the termination.

PSC-10. Independent Contractor

CONTRACTOR is an independent contractor and not an agent or employee of **CITY**. **CONTRACTOR** shall not represent or otherwise hold out itself or any of its directors, officers, partners, employees, or agents to be an agent or employee of **CITY**.

PSC-11. Contractor's Personnel

Unless otherwise approved by **CITY**, **CONTRACTOR** shall use its own employees to perform the services described in this Contract. **CITY** has the right to review and approve any personnel who are assigned to work under this Contract. **CONTRACTOR** shall remove personnel from performing work under this Contract if requested to do so by **CITY**.

CONTRACTOR shall not use Subcontractors to assist in performance of this Contract without the prior written approval of **CITY**. If **CITY** permits the use of Subcontractors, **CONTRACTOR** shall remain responsible for performing all aspects of this Contract and paying all Subcontractors. **CITY** has the right to approve **CONTRACTOR'S** Subcontractors, and **CITY** reserves the right to request replacement of any

Subcontractor. **CITY** does not have any obligation to pay **CONTRACTOR'S** Subcontractors, and nothing herein creates any privity of contract between **CITY** and any Subcontractor.

PSC-12. Assignment and Delegation

CONTRACTOR may not, unless it has first obtained the written permission of **CITY**:

A. Assign or otherwise alienate any of its rights under this Contract, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Contract.

PSC-13. Permits

CONTRACTOR and its directors, officers, partners, agents, employees, and Subcontractors, shall obtain and maintain all licenses, permits, certifications and other documents necessary for **CONTRACTOR'S** performance of this Contract. **CONTRACTOR** shall immediately notify **CITY** of any suspension, termination, lapses, non-renewals, or restrictions of licenses, permits, certificates, or other documents that relate to **CONTRACTOR'S** performance of this Contract.

PSC-14. Claims for Labor and Materials

CONTRACTOR shall promptly pay when due all amounts owed for labor and materials furnished in the performance of this Contract so as to prevent any lien or other claim under any provision of law from arising against any **CITY** property (including reports, documents, and other tangible or intangible matter produced by **CONTRACTOR** hereunder), and shall pay all amounts due under the Unemployment Insurance Act or any other applicable law with respect to labor used to perform under this Contract.

PSC-15. Current Los Angeles City Business Tax Registration Certificate Required

For the duration of this Contract, **CONTRACTOR** shall maintain valid Business Tax Registration Certificate(s) as required by **CITY'S** Business Tax Ordinance, Section 21.00 *et seq.* of the Los Angeles Municipal Code ("LAMC"), and shall not allow the Certificate to lapse or be revoked or suspended.

PSC-16. Retention of Records, Audit and Reports

CONTRACTOR shall maintain all records, including records of financial transactions, pertaining to the performance of this Contract, in their original form or as otherwise approved by **CITY**. These records shall be retained for a period of no less than three years from the later of the following: (1) final payment made by **CITY**, (2) the expiration of this Contract or (3) termination of this Contract. The records will be subject to examination and audit by authorized **CITY** personnel or **CITY'S** representatives at any time. **CONTRACTOR** shall provide any reports requested by **CITY** regarding

performance of this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

In lieu of retaining the records for the term as prescribed in this provision, **CONTRACTOR** may, upon **CITY'S** written approval, submit the required information to **CITY** in an electronic format, e.g. USB flash drive, at the expiration or termination of this Contract.

PSC-17. Bonds

All bonds required by **CITY** shall be filed with the Office of the City Administrative Officer, Risk Management for its review and acceptance in accordance with Los Angeles Administrative Code ("LAAC") Sections 11.47 *et seq.*, as amended from to time.

PSC-18. Indemnification

Except for the active negligence or willful misconduct of **CITY**, or any of its boards, officers, agents, employees, assigns and successors in interest, **CONTRACTOR** shall defend, indemnify and hold harmless **CITY** and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including **CONTRACTOR'S** employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of an act, error, or omission by **CONTRACTOR,** Subcontractors, or their boards, officers, agents, employees, assigns, and successors in interest. The rights and remedies of **CITY** provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-19. Intellectual Property Indemnification

CONTRACTOR, at its own expense, shall defend, indemnify, and hold harmless the **CITY**, and any of its boards, officers, agents, employees, assigns, and successors in interest from and against all lawsuits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by **CITY**, including but not limited to, costs of experts and consultants), damages or liability of any nature arising out of the infringement, actual or alleged, direct or contributory, of any intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity, and proprietary information: (1) on or in any design, medium, matter, article, process, method, application, equipment, device, instrumentation, software, hardware, or firmware used by **CONTRACTOR**, or its Subcontractors, in performing the work under this Contract; or (2) as a result of **CITY'S** actual or intended use of any Work Product (as defined in PSC-21) furnished by **CONTRACTOR**, or its Subcontractors, under this Contract. The rights and remedies of **CITY** provided in this section shall not be exclusive

and are in addition to any other rights and remedies provided by law or under this Contract. This provision will survive expiration or termination of this Contract.

PSC-20. Intellectual Property Warranty

CONTRACTOR represents and warrants that its performance of all obligations under this Contract does not infringe in any way, directly or contributorily, upon any third party's intellectual property rights, including, without limitation, patent, copyright, trademark, trade secret, right of publicity and proprietary information.

PSC-21. Ownership and License

Unless otherwise provided for herein, all finished and unfinished works, tangible or not, created under this Contract including, without limitation, documents, materials, data, reports, manuals, specifications, artwork, drawings, sketches, blueprints, studies, memoranda, computation sheets, computer programs and databases, schematics, photographs, video and audiovisual recordings, sound recordings, marks, logos, graphic designs, notes, websites, domain names, inventions, processes, formulas, matters and combinations thereof, and all forms of intellectual property originated and prepared by **CONTRACTOR** or its Subcontractors under this Contract (each a "Work Product"; collectively "Work Products") shall be and remain the exclusive property of **CITY** for its use in any manner **CITY** deems appropriate. **CONTRACTOR** hereby assigns to **CITY** all goodwill, copyright, trademark, patent, trade secret and all other intellectual property rights worldwide in any Work Products originated and prepared under this Contract. **CONTRACTOR** further agrees to execute any documents necessary for **CITY** to perfect, memorialize, or record **CITY'S** ownership of rights provided herein.

CONTRACTOR agrees that a monetary remedy for breach of this Contract may be inadequate, impracticable, or difficult to prove and that a breach may cause **CITY** irreparable harm. **CITY** may therefore enforce this requirement by seeking injunctive relief and specific performance, without any necessity of showing actual damage or irreparable harm. Seeking injunctive relief or specific performance does not preclude **CITY** from seeking or obtaining any other relief to which **CITY** may be entitled.

For all Work Products delivered to **CITY** that are not originated or prepared by **CONTRACTOR** or its Subcontractors under this Contract, **CONTRACTOR** shall secure a grant, at no cost to **CITY**, for a non-exclusive perpetual license to use such Work Products for any **CITY** purposes.

CONTRACTOR shall not provide or disclose any Work Product to any third party without prior written consent of **CITY**.

Any subcontract entered into by **CONTRACTOR** relating to this Contract shall include this provision to contractually bind its Subcontractors performing work under this Contract such that **CITY'S** ownership and license rights of all Work Products are preserved and protected as intended herein.

PSC-22. Data Protection

A. **CONTRACTOR** shall protect, using the most secure means and technology that is commercially available, **CITY**-provided data or consumer-provided data acquired in the course and scope of this Contract, including but not limited to customer lists and customer credit card or consumer data, (collectively, the "City Data"). **CONTRACTOR** shall notify **CITY** in writing as soon as reasonably feasible, and in any event within twenty-four hours, of **CONTRACTOR'S** discovery or reasonable belief of any unauthorized access of City Data (a "Data Breach"), or of any incident affecting, or potentially affecting City Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. **CONTRACTOR** shall begin remediation immediately. **CONTRACTOR** shall provide daily updates, or more frequently if required by **CITY**, regarding findings and actions performed by **CONTRACTOR** until the Data Breach or Security Incident has been effectively resolved to **CITY'S** satisfaction. **CONTRACTOR** shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with **CITY**. At **CITY'S** sole discretion, **CITY** and its authorized agents shall have the right to lead or participate in the investigation. **CONTRACTOR** shall cooperate fully with **CITY**, its agents and law enforcement.

B. If **CITY** is subject to liability for any Data Breach or Security Incident, then **CONTRACTOR** shall fully indemnify and hold harmless **CITY** and defend against any resulting actions.

PSC-23. Insurance

During the term of this Contract and without limiting **CONTRACTOR'S** obligation to indemnify, hold harmless and defend **CITY**, **CONTRACTOR** shall provide and maintain at its own expense a program of insurance having the coverages and limits not less than the required amounts and types as determined by the Office of the City Administrative Officer of Los Angeles, Risk Management (template Form General 146 in Exhibit 1 hereto). The insurance must: (1) conform to **CITY'S** requirements; (2) comply with the Insurance Contractual Requirements (Form General 133 in Exhibit 1 hereto); and (3) otherwise be in a form acceptable to the Office of the City Administrative Officer, Risk Management. **CONTRACTOR** shall comply with all Insurance Contractual Requirements shown on Exhibit 1 hereto. Exhibit 1 is hereby incorporated by reference and made a part of this Contract.

PSC-24. Best Terms

Throughout the term of this Contract, **CONTRACTOR**, shall offer **CITY** the best terms, prices, and discounts that are offered to any of **CONTRACTOR'S** customers for similar goods and services provided under this Contract.

PSC-25. Warranty and Responsibility of Contractor

CONTRACTOR warrants that the work performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within **CONTRACTOR'S** profession, doing the same or similar work under the same or similar circumstances.

PSC-26. Mandatory Provisions Pertaining to Non-Discrimination in Employment

Unless otherwise exempt, this Contract is subject to the applicable non-discrimination, equal benefits, equal employment practices, and affirmative action program provisions in LAAC Section 10.8 et seq., as amended from time to time.

A. **CONTRACTOR** shall comply with the applicable non-discrimination and affirmative action provisions of the laws of the United States of America, the State of California, and **CITY**. In performing this Contract, **CONTRACTOR** shall not discriminate in any of its hiring or employment practices against any employee or applicant for employment because of such person's race, color, religion, national origin, ancestry, sex, sexual orientation, gender, gender identity, age, disability, domestic partner status, marital status or medical condition.

B. The requirements of Section 10.8.2.1 of the LAAC, the Equal Benefits Ordinance, and the provisions of Section 10.8.2.1(f) are incorporated and made a part of this Contract by reference.

C. The provisions of Section 10.8.3 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Equal Employment Practices" provisions of this Contract.

D. The provisions of Section 10.8.4 of the LAAC are incorporated and made a part of this Contract by reference and will be known as the "Affirmative Action Program" provisions of this Contract.

Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-27. Child Support AssignmentOrders

CONTRACTOR shall comply with the Child Support Assignment Orders Ordinance, Section 10.10 of the LAAC, as amended from time to time. Pursuant to Section 10.10(b) of the LAAC, **CONTRACTOR** shall fully comply with all applicable State and Federal employment reporting requirements. Failure of **CONTRACTOR** to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment or Notices of Assignment, or the failure of any principal owner(s) of **CONTRACTOR** to comply with any Wage and Earnings Assignment or Notices of Assignment applicable to them personally, shall constitute a default by the **CONTRACTOR** under this Contract. Failure of **CONTRACTOR** or principal owner to cure

the default within 90 days of the notice of default will subject this Contract to termination for breach. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-28. Living Wage Ordinance

CONTRACTOR shall comply with the Living Wage Ordinance, LAAC Section 10.37 *et seq.*, as amended from time to time. **CONTRACTOR** further agrees that it shall comply with federal law proscribing retaliation for union organizing. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-29. Service Contractor Worker Retention Ordinance

CONTRACTOR shall comply with the Service Contractor Worker Retention Ordinance, LAAC Section 10.36 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-30. Access and Accommodations

CONTRACTOR represents and certifies that:

A. **CONTRACTOR** shall comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments, and California Government Code Section 11135;

B. **CONTRACTOR** shall not discriminate on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability;

C. **CONTRACTOR** shall provide reasonable accommodation upon request to ensure equal access to **CITY**-funded programs, services and activities;

D. Construction will be performed in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 C.F.R. Part 40; and

E. The buildings and facilities used to provide services under this Contract are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

CONTRACTOR understands that **CITY** is relying upon these certifications and representations as a condition to funding this Contract. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-31. Contractor Responsibility Ordinance

CONTRACTOR shall comply with the Contractor Responsibility Ordinance, LAAC Section 10.40 *et seq.*, as amended from time to time.

PSC-32. Business Inclusion Program

Unless otherwise exempted prior to bid submission, **CONTRACTOR** shall comply with all aspects of the Business Inclusion Program as described in the Request for Proposal/Qualification process, throughout the duration of this Contract. **CONTRACTOR** shall utilize the Regional Alliance Marketplace for Procurement ("RAMP") at https://www.rampla.org/s/, to perform and document outreach to Minority, Women, and Other Business Enterprises. **CONTRACTOR** shall perform subcontractor outreach activities through RAMP. **CONTRACTOR** shall not change any of its designated Subcontractors or pledged specific items of work to be performed by these Subcontractors, nor shall **CONTRACTOR** reduce their level of effort, without prior written approval of **CITY**.

PSC-33. Slavery Disclosure Ordinance

CONTRACTOR shall comply with the Slavery Disclosure Ordinance, LAAC Section 10.41 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-34. First Source Hiring Ordinance

CONTRACTOR shall comply with the First Source Hiring Ordinance, LAAC Section 10.44 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-35. Local Business Preference Ordinance

CONTRACTOR shall comply with the Local Business Preference Ordinance, LAAC Section 10.47 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-36. Iran Contracting Act

In accordance with California Public Contract Code Sections 2200-2208, all contractors entering into, or renewing contracts with **CITY** for goods and services estimated at $1,000,000 or more are required to complete, sign, and submit the "Iran Contracting Act of 2010 Compliance Affidavit."

PSC-37. Restrictions on Campaign Contributions and Fundraising in City Elections

Unless otherwise exempt, if this Contract is valued at $100,000 or more and requires approval by an elected **CITY** office, **CONTRACTOR**, **CONTRACTOR'S** principals, and **CONTRACTOR'S** Subcontractors expected to receive at least $100,000 for performance

under the Contract, and the principals of those Subcontractors (the "Restricted Persons") shall comply with Charter Section 470(c)(12) and LAMC Section 49.7.35. Failure to comply entitles **CITY** to terminate this Contract and to pursue all available legal remedies. Charter Section 470(c)(12) and LAMC Section 49.7.35 limit the ability of the Restricted Persons to make campaign contributions to and engage in fundraising for certain elected **CITY** officials or candidates for elected **CITY** office for twelve months after this Contract is signed. Additionally, a **CONTRACTOR** subject to Charter Section 470(c)(12) is required to comply with disclosure requirements by submitting a completed and signed Ethics Commission Form 55 and to amend the information in that form as specified by law. Any **CONTRACTOR** subject to Charter Section 470(c)(12) shall include the following notice in any contract with any Subcontractor expected to receive at least $100,000 for performance under this Contract:

> "Notice Regarding Restrictions on Campaign Contributions and Fundraising in City Elections
>
> You are a subcontractor on City of Los Angeles Contract # _____. Pursuant to the City of Los Angeles Charter Section 470(c)(12) and related ordinances, you and your principals are prohibited from making campaign contributions to and fundraising for certain elected City of Los Angeles ("**CITY**") officials and candidates for elected **CITY** office for twelve months after the **CITY** contract is signed. You are required to provide the names and contact information of your principals to the **CONTRACTOR** and to amend that information within ten business days if it changes during the twelve month time period. Failure to comply may result in termination of this Contract and any other available legal remedies. Information about the restrictions may be found online at ethics.lacity.org or by calling the Los Angeles City Ethics Commission at (213) 978-1960."

PSC-38. Contractors' Use of Criminal History for Consideration of Employment Applications

CONTRACTOR shall comply with the City Contractors' Use of Criminal History for Consideration of Employment Applications Ordinance, LAAC Section 10.48 *et seq.*, as amended from time to time. Any subcontract entered into by **CONTRACTOR** for work to be performed under this Contract must include an identical provision.

PSC-39. Limitation of City's Obligation to Make Payment to Contractor

Notwithstanding any other provision of this Contract, including any exhibits or attachments incorporated therein, and in order for **CITY** to comply with its governing legal requirements, **CITY** shall have no obligation to make any payments to **CONTRACTOR** unless **CITY** shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Contract. **CONTRACTOR** agrees that any services provided by **CONTRACTOR**, purchases made by **CONTRACTOR** or expenses incurred by **CONTRACTOR** in excess of the appropriation(s) shall be free and without charge to **CITY** and **CITY** shall have no obligation to pay for the services, purchases or expenses. **CONTRACTOR** shall have no obligation to provide any services,

provide any equipment or incur any expenses in excess of the appropriated amount(s) until **CITY** appropriates additional funds for this Contract.

PSC-40. Compliance with Identity Theft Laws and Payment Card Data Security Standards

CONTRACTOR shall comply with all identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACTA"), including its requirement relating to the content of transaction receipts provided to Customers. **CONTRACTOR** also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, **CONTRACTOR** shall verify proper truncation of receipts in compliance with FACTA.

PSC-41. Compliance with California Public Resources Code Section 5164

California Public Resources Code Section 5164 prohibits a public agency from hiring a person for employment or as a volunteer to perform services at any park, playground, or community center used for recreational purposes in a position that has supervisory or disciplinary authority over any minor, if the person has been convicted of certain crimes as referenced in the Penal Code, and articulated in California Public Resources Code Section 5164(a)(2).

If applicable, **CONTRACTOR** shall comply with California Public Resources Code Section 5164, and shall additionally adhere to all rules and regulations that have been adopted or that may be adopted by **CITY**. **CONTRACTOR** is required to have all employees, volunteers and Subcontractors (including all employees and volunteers of any Subcontractor) of **CONTRACTOR** working on premises to pass a fingerprint and background check through the California Department of Justice at **CONTRACTOR'S** sole expense, indicating that such individuals have never been convicted of certain crimes as referenced in the Penal Code and articulated in California Public Resources Code Section 5164(a)(2), if the individual will have supervisory or disciplinary authority over any minor.

PSC-42. Possessory Interests Tax

Rights granted to **CONTRACTOR** by **CITY** may create a possessory interest. **CONTRACTOR** agrees that any possessory interest created may be subject to California Revenue and Taxation Code Section 107.6 and a property tax may be levied on that possessory interest. If applicable, **CONTRACTOR** shall pay the property tax. **CONTRACTOR** acknowledges that the notice required under California Revenue and Taxation Code Section 107.6 has been provided.

PSC-43. Confidentiality

All documents, information, City Data (as that term is defined in PSC-22), and materials provided to **CONTRACTOR** by **CITY** or developed by **CONTRACTOR** pursuant to this Contract (collectively "Confidential Information") are confidential. **CONTRACTOR** shall not provide, and shall prohibit its employees and subcontractors from providing or disclosing, any Confidential Information or their contents or any information therein either orally or in writing, to any person or entity, except as authorized by **CITY** or as required by law. **CONTRACTOR** shall immediately notify **CITY** of any attempt by a third party to obtain access to any Confidential Information. This provision will survive expiration or termination of this Contract.

PSC-44. Contractor Data Reporting

If Contractor is a for-profit, privately owned business, Contractor shall, within 30 days of the effective date of the Contract and on an annual basis thereafter (i.e., within 30 days of the annual anniversary of the effective date of the Contract), report the following information to City via the Regional Alliance Marketplace for Procurement ("RAMP") or via another method specified by City: Contractor's and any Subcontractor's annual revenue, number of employees, location, industry, race/ethnicity and gender of majority owner ("Contractor/Subcontractor Information"). Contractor shall further request, on an annual basis, that any Subcontractor input or update its business profile, including the Contractor/Subcontractor Information, on RAMP or via another method prescribed by City.

EXHIBIT 1

INSURANCE CONTRACTUAL REQUIREMENTS

CONTACT For additional information about compliance with City Insurance and Bond requirements, contact the Office of the City Administrative Officer, Risk Management at (213) 978-RISK (7475) or go online at www.lacity.org/cao/risk. The City approved Bond Assistance Program is available for those contractors who are unable to obtain the City-required performance bonds. A City approved insurance program may be available as a low-cost alternative for contractors who are unable to obtain City-required insurance.

CONTRACTUAL REQUIREMENTS

CONTRACTOR AGREES THAT:

1. Additional Insured/Loss Payee. The CITY must be included as an Additional Insured in applicable liability policies to cover the CITY'S liability arising out of the acts or omissions of the named insured. The CITY is to be named as an Additional Named Insured and a Loss Payee As Its Interests May Appear in property insurance in which the CITY has an interest, e.g., as a lien holder.

2. Notice of Cancellation. All required insurance will be maintained in full force for the duration of its business with the CITY. By ordinance, all required insurance must provide at least thirty (30) days' prior written notice (ten (10) days for non-payment of premium) directly to the CITY if your insurance company elects to cancel or materially reduce coverage or limits prior to the policy expiration date, for any reason except impairment of an aggregate limit due to prior claims.

3. Primary Coverage. CONTRACTOR will provide coverage that is primary with respect to any insurance or self-insurance of the CITY. The CITY'S program shall be excess of this insurance and non-contributing.

4. Modification of Coverage. The CITY reserves the right at any time during the term of this Contract to change the amounts and types of insurance required hereunder by giving CONTRACTOR ninety (90) days' advance written notice of such change. If such change should result in substantial additional cost to CONTRACTOR, the CITY agrees to negotiate additional compensation proportional to the increased benefit to the CITY.

5. Failure to Procure Insurance. All required insurance must be submitted and approved by the Office of the City Administrative Officer, Risk Management prior to the inception of any operations by CONTRACTOR.

CONTRACTOR'S failure to procure or maintain required insurance or a self-insurance program during the entire term of this Contract shall constitute a material breach of this Contract under which the CITY may immediately suspend or terminate this Contract or, at its discretion, procure or renew such insurance to protect the CITY'S interests and pay any and all premiums in connection therewith and recover all monies so paid from CONTRACTOR.

6. Workers' Compensation. By signing this Contract, CONTRACTOR hereby certifies that it is aware of the provisions of Section 3700 *et seq.*, of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake

self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions at all time during the performance of the work pursuant to this Contract.

7. California Licensee. All insurance must be provided by an insurer admitted to do business in California or written through a California-licensed surplus lines broker or through an insurer otherwise acceptable to the CITY. Non-admitted coverage must contain a **Service of Suit** clause in which the underwriters agree to submit as necessary to the jurisdiction of a California court in the event of a coverage dispute. Service of process for this purpose must be allowed upon an agent in California designated by the insurer or upon the California Insurance Commissioner.

8. Aggregate Limits/Impairment. If any of the required insurance coverages contain annual aggregate limits, CONTRACTOR must give the CITY written notice of any pending claim or lawsuit which will materially diminish the aggregate within thirty (30) days of knowledge of same. You must take appropriate steps to restore the impaired aggregates or provide replacement insurance protection within thirty (30) days of knowledge of same. The CITY has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect the CITY'S protection are allowed without the CITY'S prior written consent.

9. Commencement of Work. For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps that can be considered to be in furtherance of or towards performance of this Contract. The requirements in this Section supersede all other sections and provisions of this Contract, including, but not limited to, PSC-3, to the extent that any other section or provision conflicts with or impairs the provisions of this Section.

Form Gen. 146 (Rev. 3/09)

Required Insurance and Minimum Limits

Name: Motorola Solutions, Inc. Date: 04/23/2026

Agreement/Reference: PremierOne Mobile and Records (10 year term)

Evidence of coverages checked below, with the specified minimum limits, must be submitted and approved prior to occupancy/start of operations. Amounts shown are Combined Single Limits ("CSLs"). For Automobile Liability, split limits may be substituted for a CSL if the total per occurrence equals or exceeds the CSL amount.

Limits

✔ **Workers' Compensation - Workers' Compensation (WC) and Employer's Liability (EL)**

WC *Statutory*

EL **$1,000,000**

☑ Waiver of Subrogation in favor of City ☐ Longshore & Harbor Workers ☐ Jones Act

✔ **General Liability** City of Los Angeles must be named as an additional insured **$1,000,000**

☑ Products/Completed Operations ☐ Sexual Misconduct ☐ Fire Legal Liability ☐

✔ **Automobile Liability** (for any and all vehicles used for this contract, other than commuting to/from work) **$1,000,000**

✔ **Professional Liability** (Errors and Omissions) **$10,000,000**

Discovery Period 12 Months After Completion of Work or Date of Termination

___ **Property Insurance** (to cover replacement cost of building - as determined by insurance company)

☐ All Risk Coverage ☐ Boiler and Machinery
☐ Flood ☐ Builder's Risk
☐ Earthquake ☐

___ **Pollution Liability**

☐

___ **Surety Bonds -** Performance and Payment (Labor and Materials) Bonds 100% of the contract price

___ **Crime Insurance**

Other: Submitted to James Aceron @ LAPD, April 23, 2026

**Insurance certificates MUST be submitted on the City's KwikComply site: https://kwikcomply.org/

**For the Professional Liability Insurance, the stated requirement should be in the form of a Cyber Liability Policy

ATTACHMENT B

STATEMENT OF WORK

MOTOROLA SOLUTIONS

Proposal

Los Angeles Police Department

PremierOne Essential Maintenance and Support Proposal

Agreement #: USC000181095

November 7, 2025

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

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

November 7, 2025

Director Sanjoy Datta
City of Los Angeles Police Department
100 West 1st Street
Los Angeles, CA 90012

RE: Maintenance and Support Proposal Product: PremierOne CAD, Mobile & Records Subscription

Dear Director Datta:

Enclosed are Motorola's Maintenance and Support Proposal as referenced above. This Proposal will provide City of Los Angeles Police Department (Customer/Buyer) the listed maintenance support services for a period from January 1, 2025 to December 31, 2034 pursuant to the offer, terms and conditions as specified herein the Maintenance and Support Proposal (Proposal).

Purchase Orders or payments submitted without an executed Agreement or with additional terms, conditions or counter-offers from Buyer shall not apply and are rejected pursuant the counter-offer applied by Seller's Order Acknowledgment letter. Motorola Solutions' receipt of an executed Agreement or issuance of a Purchase Order shall constitute Customer acceptance and agreement to this offer, as specified herein and in accordance with the Agreement.

This order becomes the exclusive agreement between the parties for maintenance services, subject to the terms and conditions hereof, when accepted by acknowledgement or payment made by buyer per Seller's invoice for services or upon the acceptance of services or commencement of performance by Motorola. Additional or different terms proposed by Buyer shall not apply, unless accepted in writing by Motorola. No change in, modification of, or revision to this order shall be valid unless in writing and signed by Motorola.

Notwithstanding anything to the contrary, the same terms used for the Professional Services Agreement for PremierOne Mobile and Records and related Services, Contract No. C-140743, shall govern this offer and no subsequent terms and conditions shall apply.

If services are required outside the principal period of maintenance, a Purchase Order will be required. If you would like to establish a Purchase Order for the term of the Maintenance and Service Proposal, please contact me.

Motorola Solutions appreciates your continued support. If you have any questions or need further clarification, please contact Robin Ginther directly at (785) 822-2237 or robin@motorolasolutions.com.

Sincerely,

Travis Boettcher
CVP, Software Sales and Deployment
Motorola Solutions, Inc.

Enclosure

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Motorola Solutions

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Section 1

Exhibit A: Covered Products, Support Options, and Pricing

Maintenance and Support Agreement #USC000181095 Term: 1/1/2025-12/31/2034

City of Los Angeles Police Department		**City of Los Angeles Police Department**	
Address	100 West 1st Street	Address	100 West 1st Street
City, State, Zip	Los Angeles, CA 90012	City, State, Zip	Los Angeles, CA 90012
Contact Name	**Director Sanjoy Datta**	**Contact Name**	**Accounts Payable**
Telephone Number	(213) 486-1089	Telephone Number	
Email Address	N2884@lapd.online	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).

The Los Angeles Police Department referenced here in includes LAPD, Department, or also encompassing any commands or partners working as authorized agents for the LAPD.

Product Group	Site Identification Number
PremierOne CAD	PSA186100_(CAD)

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

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Motorola Supported Products

PremierOne® CAD Software Subscriptions				
PremierOne CAD	PremierOne CAD (with DR) Subscription – Enterprise License - CAD Web Client - CommandCentral Responder CAD - CommandCentral Aware Map/Event Monitor - Agency Alerting Internal - State Link - Entitlement to Cloud (including migration) - Enterprise CAD/Mobile Windows client/CAD Web Client	Subscription	1	**$8,476,423.91**
	CSR		**1**	**$1,956,928.89**
PremierOne® Interfaces and Integrations				
PremierOne CAD Interfaces	Generic E911	Subscription	1	**$349,743.50**
	SpectraCom NetClock		1	
	Motorola Mobile		1	
	Generic TDD		1	
	MCC 7500 Radio Console		1	
	Motorola ASTRO Flexible ATIA		1	
	State/NCIC		1	
	SMTP Server Interface		1	
	State Query Interface Transaction Bundle		1	
Motorola Software Supported Total				**$10,783,096.30**

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PremierOne® Records Software Subscriptions				
PremierOne Records	PremierOne Records – Enterprise License - Case Management - Multi-Agency Search - Entitlement to the Cloud - Data Migration to the Cloud - CommandCentral Responder Subscription o Citations o Incident Reporting o RIPA o Field Interview	Subscription	1	**$11,871,038.11**
	Property & Evidence Solution (FileOnQ)		1	**$1,981,620.00**
	Accident Diagramming Software (Trancite)		1	**$1,099,421.08**
	CommandCentral Jail		1	**3,150,000.00**
PremierOne® Interfaces and Integrations				
PremierOne Records Interfaces	PremierOne Interfaces plus: CommSys (ConnectCIC, CLIPS, Custom RMS Transactions, CWS & AJIS Interfaces)	Subscription	1	$2,884,418.71
			Motorola Software Supported Total	**$20,986,497.90**

Support Services

Service	Description	SOW Reference	Qty	Full Term Fees
Service Level	24x7 Technical Support	Exhibit C	1	**Included**
Summit	Annual Summit Training	Exhibit F	6 per Year	**$226,501.51**
Professional Software Upgrade Services	Professional Software Upgrade Services (Up to 2 if & when available within this 10-year term)	Exhibit C	2	**$449,227.50**

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PremierOne System Upgrade Service with Hardware Refresh	PremierOne System Upgrade Service with Hardware Refresh (2 HW refreshes within this 10-year term)	Exhibit E	1	**$4,918,151.00**
On-Site System Administrator	On-Site System Administrator for PremierOne CAD	Exhibit C	1	**$3,416,562.50**
On-Site System Administrator	On-Site System Administrator for PremierOne Records	Exhibit C	1	**$2,978,342.28**
PremierOne MDR	PremierOne MDR (Managed Detection Service)	Exhibit G	—	**$5,347,802.00**
Emulator Proxy for CLETS transactions		N/A		**$240,760**
Implementation of Justice Trax, API Core, APIMs Reports	Justice Trax, API Core and APIMs Reports	N/A		**$554,587.57**
Account for NECS Messaging/Routing	CLIPS Message Queues (Messaging/Routing) (CommSys Component)	Exhibit I	1	**$850,447.14**
CLIPs Pre-Fill	CLIPS Outbound API	Exhibit I	1	**$369,072.34**
Descoped data conversion and Guardian Interface				**$-60,368.00**
			SUPPORT SERVICES TOTAL	**$19,291,085.84**

Support Fees Summary

Product	Term Fees 1/1/25 - 12/31/25	Term Fees 1/1/26 - 12/31/26	Term Fees 1/1/27 - 12/31/27	Term Fees 1/1/28 - 12/31/28
PremierOne CAD Subscription	$829,446.80	$870,919.04	$914,463.24	$960,186.85
PremierOne Interfaces (CAD)	$28,142.00	$29,551.00	$31,032.00	$32,586.00

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Product	Term Fees 1/1/25 - 12/31/25	Term Fees 1/1/26 - 12/31/26	Term Fees 1/1/27 - 12/31/27	Term Fees 1/1/28 - 12/31/28
PremierOne Records Subscription	$981,830.00	$1,064,422.00	$1,146,043.00	$1,230,695.00
PremierOne Interfaces (Records)	$271,575.44	$274,938.46	$278,435.99	$282,073.43
CommandCentral Jail		$350,000.00	$350,000.00	$350,000.00
Credit for PMDC Maintenance from 6/1/2024 to 12/31/2024 due to go live on the PremierOne Mobile	-$133,414.00	N/A	N/A	N/A
Subtotal Motorola Support	**$1,977,580.24**	**$2,589,830.50**	**$2,719,974.23**	**$2,855,541.28**
24x7 Technical Support	Included	Included	Included	Included
Annual Summit Training (6 Attendees per year)	$12,520.00	$19,406.00	$20,376.30	$21,395.12
Professional Software Upgrade Services	$36,159.00	$37,967.00	$39,865.00	$41,858.00
PremierOne CAD/RMS/Mobile System Upgrade Service with Hardware Refresh (Two Hardware refresh in the 10 Term for on premise and disaster recovery)	$0.00	$456,844.00	$567,935.00	$573,490.00

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Product	Term Fees 1/1/25 - 12/31/25	Term Fees 1/1/26 - 12/31/26	Term Fees 1/1/27 - 12/31/27	Term Fees 1/1/28 - 12/31/28
On-Site System Administrator (CAD)	$275,000.00	$288,750.00	$303,188.00	$318,347.00
On-Site System Administrators (Records)	$255,000.00	$260,000.00	$265,000.00	$270,000.00
PremierOne MDR (Managed Detection Service)	$471,508.00	$452,648.00	$470,754.00	$489,584.00
Emulator Proxy for CLETS transactions		$240,760.00		
Implementation of Justice Trax, API Core, APIMs Reports		$374,977.57	$18,421.00	$19,342.00
Account for NECS Messaging/Routing (CommSys Component)		$261,538.46	$74,561.40	$77,543.86
CLIPS Pre-Fill		$126,593.41	$26,315.79	$27,368.42
Descoped data conversion and Guardian Interface		($60,368.00)		
Subtotal Support Services	**$1,050,187.00**	**$2,459,116.44**	**$1,786,416.49**	**$1,838,928.40**
GRAND TOTAL	**$3,027,767.24**	**$5,048,946.94**	**$4,506,390.72**	**$4,694,469.68**

Product	Term Fees 1/1/29 - 12/31/29	Term Fees 1/1/30 - 12/31/30	Term Fees 1/1/31 - 12/31/31	Term Fees 1/1/32 - 12/31/32
PremierOne CAD Subscription	$1,008,195.30	$1,058,635.91	$1,111,604.33	$1,167,233.36

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Product	Term Fees 1/1/29 - 12/31/29	Term Fees 1/1/30 - 12/31/30	Term Fees 1/1/31 - 12/31/31	Term Fees 1/1/32 - 12/31/32
PremierOne Interfaces (CAD)	$34,216.00	$35,733.50	$37,288.40	$38,843.30
PremierOne Records Subscription	$1,543,391.68	$1,625,775.78	$1,709,748.01	$1,795,387.76
PremierOne Interfaces (Records)	$285,856.37	$289,790.63	$293,882.25	$298,137.54
CommandCentral Jail	$350,000.00	$350,000.00	$350,000.00	$350,000.00
Credit for PMDC Maintenance from 6/1/2024 to 12/31/2024 due to go live on the PremierOne Mobile	N/A	N/A	N/A	N/A
Subtotal Motorola Support	**$3,221,659.35**	**$3,359,935.82**	**$3,502,522.99**	**$3,649,601.96**
24x7 Technical Support	Included	Included	Included	Included
Annual Summit Training (6 Attendees per year)	$22,464.87	$23,588.11	$24,767.52	$26,005.90
Professional Software Upgrade Services	$43,951.00	$45,896.50	$47,891.00	$49,885.50
PremierOne CAD/RMS/Mobile System Upgrade Service with Hardware Refresh (Two Hardware refresh in the 10 Term for on premise and disaster recovery)	$579,322.00	$585,446.00	$500,012.00	$525,013.00

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Product	Term Fees 1/1/29 - 12/31/29	Term Fees 1/1/30 - 12/31/30	Term Fees 1/1/31 - 12/31/31	Term Fees 1/1/32 - 12/31/32
On-Site System Administrator (CAD)	$334,264.00	$349,062.50	$364,232.60	$379,402.70
On-Site System Administrators (Records)	$283,500.00	$297,675.00	$312,558.75	$328,186.69
PremierOne MDR (Managed Detection Service)	$509,167.00	$534,625.00	$561,356.00	$589,424.00
Emulator Proxy for CLETS transactions				
Implementation of Justice Trax, API Core, APIMs Reports	$20,309.00	$21,325.00	$22,391.00	$24,686.00
Account for NECS Messaging/Routing (CommSys Component)	$80,645.61	$83,871.93	$87,226.32	$90,715.70
CLIPS Pre-Fill	$28,461.40	$29,601.75	$30,785.96	$32,017.54
Subtotal Support Services	**$1,902,084.88**	**$1,971,091.79**	**$1,951,221.15**	**$2,045,337.03**
GRAND TOTAL	**$5,123,744.23**	**$5,331,027.61**	**$5,453,744.14**	**$5,694,938.98**

Product	Term Fees 1/1/33 - 12/31/33	Term Fees 1/1/34 - 12/31/34	10-YEAR TOTAL 1/1/2025-12/31/2034
PremierOne CAD Subscription	$1,225,656.01	$1,287,011.97	$10,433,352.80
PremierOne Interfaces (CAD)	$40,398.20	$41,953.10	$349,743.50
PremierOne Records Subscription	**$1,882,778.43**	**$1,972,007.54**	**$14,952,079.19**

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Product	Term Fees 1/1/33 - 12/31/33	Term Fees 1/1/34 - 12/31/34	10-YEAR TOTAL 1/1/2025-12/31/2034
PremierOne Interfaces (Records)	$302,563.04	$307,165.56	$2,884,418.71
CommandCentral Jail	$350,000.00	$350,000.00	$3,150,000.00
Credit for PMDC Maintenance from 6/1/2024 to 12/31/2024 due to go live on the PremierOne Mobile	N/A	N/A	-$133,414.00
Subtotal Motorola Support	**$3,801,395.67**	**$3,958,138.17**	**$31,636,180.21**
24x7 Technical Support	Included	Included	$0.00
Annual Summit Training (6 Attendees per year)	$27306.19	$28,671.50	$226,501.51
Professional Software Upgrade Services	$51,880.00	$53,874.50	$449,227.50
PremierOne CAD/RMS/Mobile System Upgrade Service with Hardware Refresh (Two Hardware refresh in the 10 Term for on premise and disaster recovery)	$551,263.00	$578,826.00	$4,918,151.00
On-Site System Administrator (CAD)	$394,572.80	$409,742.90	$3,416,562.50
On-Site System Administrators (Records)	$344,596.02	$361,825.82	$2,978,342.28

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Product	Term Fees 1/1/33 - 12/31/33	Term Fees 1/1/34 - 12/31/34	10-YEAR TOTAL 1/1/2025-12/31/2034
PremierOne MDR (Managed Detection Service)	$618,896.00	$649,840.00	$5,347,802.00
Emulator Proxy for CLETS transactions			$240,760.00
Implementation of Justice Trax, API Core, APIMs Reports	$25,920.00	$27,216.00	$554,587.57
Account for NECS Messaging/Routing (CommSys Component)	$94,343.86	98.117.54	$850,447.14
CLIPS Pre-Fill	$33,298.25	$34,629.82	$369,072.34
Descoped data conversion and Guardian Interface			$-60,368
Subtotal Support Services	**$2,142,076.12**	**$2,144,626.54**	**$19,110,693.84**
GRAND TOTAL	**$5,943,471.79**	**$6,102,764.72**	**$50,927,266.05**

PLEASE NOTE: With the execution of this new contract, the obligations under the original RMS contract Contract No. C-140743 will be forfeited.

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Section 2

Exhibit B: PremierOne Customer Support Plan

Maintenance and Support Agreement #USC000181095 Term: 1/1/2025-12/31/2034

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:	MCN#1036700484 Your Name Your Call Back Number A Brief Description of the Problem Priority (Critical, High, Medium, Low)

Service Agreement Information	
Customer Name: City of Los Angeles Police Department	Service Agreement Start/End Date: 1/1/2025-12/31/2034
Motorola Customer Number (MCN): 1036700484	Service Level: Essential
Contract #: USC000181095	Product: PremierOne CAD

Account Manager	Customer Success Advocate
Name: Rich Meza	Name: Jon Barba
Mobile: (714) 928-2574	Mobile:
Email: Richard.Meza@motorolasolutions.com	Email: Jonathan.Barba@motorolasolutions.com

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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.

	Level 1	Level 2	Level 3
Support Center	Support Center Managers: Mark Richins – Western mark.richins@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 your Account Manager (AM) 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 Support 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.

PSA186100_(CAD)	PremierOne CAD	City of Los Angeles Police Department

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TBD	PremierOne Mobile	City of Los Angeles Police Department
TBD	PremierOne Records	City of Los Angeles Police Department
TBD	CommandCentral Jail	City of Los Angeles Police Department
TBD	CommandCentral Responder	City of Los Angeles Police Department

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.

Priority Level Response Times Table

Reporting Trouble – The TSO number is provided to all customers for PremierOne® Solution issues. If the issue cannot be resolved through our remote diagnostics by the TSO, 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 TSO by the customer to the time that a qualified technician is actively troubleshooting the issue.

Note: Business Days is defined as Monday – Friday excluding holidays Business Hours is defined as Monday – Friday 8am – 5pm local 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 TSO 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.

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

Ticket Initiation via Toll-free Number

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).

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The TSO is staffed with trained technicians who remotely access your PremierOne Solution to begin troubleshooting. For accurate reporting and ticket tracking, all PremierOne Solution issues are reported to the TSO.

At a minimum, when reporting an incident using the toll-free number above, the TSO will require:

- MCN#
- 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)

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.

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:
   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

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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 CMSO TSO 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.

Both parties will further maintain and follow a breach response plan consistent with the current and any future standards set forth by the City of Los Angeles and the City of Los Angeles Information Technology Agency as well as those of the Los Angeles Police Department and its Information Technology Bureau.

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Motorola shall take all commercially reasonable steps to align its cybersecurity protocols and controls with those aforementioned and with any other cybersecurity and critical infrastructure and key resources protocols and controls that the City of Los Angeles and the Los Angeles Police Department and its Information Technology Bureau identify at any point during the existence of this contract both now and in the future.

The Department and ITB and the City of Los Angeles and its Information Technology Agency (ITA) further retain the rights to conduct security audits to identify any and all vulnerabilities and to request an implementable action plan by Motorola and its constituent entities to remediate vulnerabilities and to implement any Multi-Factor Authentication (MFA) and/or endpoint security or other security solutions and architecture within a prescribed time as to be identified and set forth by the Department, ITB, ITA, or the City of Los Angeles.

Further, for purposes of this agreement, Motorola shall ensure the Department's information and information systems are always protected. The contractor shall develop, implement, and maintain effective controls and methodologies in its business processes, physical environments, and human capital or personnel practices that meet or otherwise adhere to the security and privacy controls, requirements, and objectives described in applicable security and privacy control guidelines of the City of Los Angeles, City of Los Angeles ITA, and LAPD and the Information Technology Bureau (ITB) and its Cyber/Infrastructure Security Policies and Framework.

Summary

Our Support Plan includes the following key services elements:

- Single point of contact - The Customer Success Advocate (CSA) 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 Network Operation Center (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

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- **Reduce Risk**. Gain visibility, enhance performance and increase cyber security with our full suite of NSOC offerings.

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Section 3

Exhibit C: PremierOne Essential Services Statement of Work

Maintenance and Support Agreement #USC000181095 Term: 1/1/2025-12/31/2034

3.1 Overview

Motorola's PremierOne 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.

Subscription Services consist of the following service elements:

- Remote Technical Support
- Hardware Repair Coordination
- Software Maintenance
- Software Upgrade Services
- System Upgrades
- On-site System Administrator
- SQL Server 2022 Upgrade
- Managed Detection and Response (MDR)
- Hardware Refresh

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

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 Los Angeles Police Department (Agency).

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 the Master Support Agreement.

Remote Technical Support

Motorola CMSO provides remote consultation with technical and product development resources skilled with diagnosing and resolving PremierOne platform performance and operation issues.

Subscription Software Maintenance and Remote Upgrade Service

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PremierOne system users have access to the latest software updates. Customers can schedule software releases through the customer support portal and Motorola will provide the remote services required for the upgrade.

Cybersecurity Services (Endpoint Security)

Motorola's Endpoint Security Service reduces the risk that a cybersecurity threat will impact endpoint availability, integrity, and confidentiality. The Service includes detection and protection capabilities using endpoint detection and response (EDR) technology, coupled with 24/7 security operations center (SOC) monitoring. Cybersecurity analysts with experience working on mission-critical systems, will monitor the Customer's system for signs of cybersecurity threats. Endpoint Security applies solely to the Subscription Software residing on the server.

LAPD's existing Managed Detection & Response (MDR) service is inclusive of the scope of Endpoint Security. Renewal of the MDR service is included as part of this proposal.

ITB as part of its cyber and infrastructure security framework and its operations through its Joint Security Operations Center (JSOC) development seeks to ensure that Motorola's CMSO consultation, technical support, product development and resolution of PremierOne Platform performance and operation issues can be and will be fully integrated and seamless in their interconnectivity with their systems and any architecture which ITB and the Department creates. Motorola will use commercially reasonable efforts to ensure security monitoring continuity as the Platform and the Department's processes evolve. This includes accommodating standard vendor-supplied upgrades and adapting to new team structures.

To that end, we seek to ensure that Motorola's Endpoint Security Service and its detection and protection capabilities using endpoint detection and response technology (EDR) as well as its 24/7 security operations center (SOC) monitoring is and will be fully integrated in a seamless manner with the ITB JSOC and all Department systems. To accomplish this, Motorola will work in partnership with the Department to ensure the Endpoint Security Service and its defined data outputs are operationally integrated with the Department's technology and its Security Operations Center. Motorola will consult with the Department on major service platform changes that may materially impact the Department's use of the service.

SYSTEM MAINTENANCE SERVICES DESCRIPTION

Hardware Repair

Motorola will coordinate repair of select third-party infrastructure equipment supplied by Motorola. Motorola CMSO TSO 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.

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LAPD and its ITB in view of its development and implementation of a Security Operations Center (SOC) which will integrate current and emerging technologies into an integrated platform to ensure greater efficiency and network security, threat detection, and resiliency of all of the current and future systems it oversees and maintains for the Department, seeks through this contract to ensure that in Motorola's provisioning of all of the latest software updates so that performance and equipment operates to its specifications and functionality, that such provisioning further extends to any ITB system located within the ITB Security Operations Center (SOC) or other Cloud or remotely located systems within the Department. This is to ensure that software maintenance and patching is implemented in a manner that is compatible with ITB's defined solutions and architecture for its cyber and infrastructure daily operations, security, threat detection, and monitoring.

By extension, it is the intention of the Department and ITB to ensure that the above further pertains and extends to any portions and provisions of this contract and the relevant portions of this section to include Managed Detection Response (MDR), On-site System Administrator (OSA) as well as all Sections and their sub-sections contained hereafter and identified as:

1.2 Motorola Service Deliver Ecosystem

1.3 Customer Support and Maintenance Expectations

1.,4 Subscription Services Detailed Description

Managed Detection and Response (MDR)

Motorola's Managed Detection and Response (MDR) for PremierOne service provides monitoring of the PremierOne system by cybersecurity analysts with experience working with mission-critical networks. The Motorola's Security Operations Center (SOC) employs trained security professionals and is staffed 24/7. SOC analysts will coordinate with the Customer through the ActiveEye Security Platform to identify and assist the mitigation of threats to the Customer's system.

Motorola's Managed Detection and Response for PremierOne service and Motorola's Security Operations Center (SOC) and its trained security professionals will also work with ITB and its Cyber and Infrastructure Incident Response Team and provide any and all information required by said Department Incident Response Team or its affiliated incident response partners that is needed and required in the event of a cyber, infrastructure, or other related security incident or breach. Further, Motorola and its SOC and any other resources or third-party vendors it employs or utilizes will cooperate in any forensic analysis and remediation efforts with the Department and ITB as deemed necessary.

On-site System Administrator (OSA)

The Service includes a dedicated full-time resource from Motorola's global support and managed services organization to administer the Customer's PremierOne System. The fully trained expert would augment the Customer's existing team to support the performance and availability of the PremierOne system. The resource will be able to troubleshoot, diagnose, and resolve issues and enable the Customer to focus on delivering the mission to the key stakeholders.

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In the event of an incident or other security anomaly which may be detected either by Motorola or the Department and ITB, the dedicated full-time resource from Motorola's global support will work in conjunction with ITB SOC and any personnel that ITB identifies and designates as the Department personnel responsible for troubleshooting, diagnosing, and resolving issues until the incident is successfully resolved and any impacted systems or infrastructure is successfully restored to full operational capacity.

3.2 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.

3.2.1 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.

The Department and its Information Technology Bureau by means of this contract includes Motorola's Centralized Managed Support Operations (CMSO) and its Service Desk and technical support teams as an integrated component within the Department's and ITB's operational security architecture and framework and Security Operations Center (SOC) design and operations. The Department and ITB that Motorola by means of this contract requires that Motorola and its CMSO and Service Desk and technical support teams can and will integrate into all current and future network operations and configurations which they may design and employ.

Provider will use commercially reasonable efforts to accommodate the Department's future technology needs, provided they align with Provider's standard service offerings and technology roadmap. Any new services or integrations requested by the Department shall be evaluated by the Provider and, if mutually agreed, implemented via amendment to this Agreement.

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3.2.2 Software Customer Service Manager

A Motorola Customer Service Manager (CSM) will be the Customer's key point of contact for defining and managing services. The CSM's initial responsibility is to provide maintenance and support contact and the Customer Support Plan (CSP) in collaboration with the Customer.

Your Motorola CSM provides coordination of service resources to enhance the quality-of-service delivery. The CSM is responsible for overseeing the execution of your support by serving in the role of Customer champion. They serve as a point of contact for resolution and escalation, monitoring of our contractual performance, reviewing and analyzing process metrics and fostering a relationship for continuous improvement with Customers.

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.

3.3 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.

It is noted for purposes of this contract that the trained technical resource(s) which are identified and designated by the Department and ITB may include Information Technology or Sworn Personnel from within ITB and may be assigned at the time of such service assistance request be working within ITB's SOC.

Required courses for the technical resource include:

- Instructor-Led Training/Workshop
  - PremierOne Solution Suite Administration Training
  - PremierOne Solution CAD Provisioning
  - PremierOne Solution RMS ACT
- Internet Training based on product or package:
  - PremierOne Solution - All-In-One - Getting Started
  - PremierOne Solution -System Administration-Hardware Overview
  - PremierOne Solution CAD/Mobile Client Installation

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The customer's technical resource will be suitably skilled and trained as the on-site expert when requested by the TSO. 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 TSO during times the OSA is not on site.

The Customer support personnel are responsible for the following:

1. Initiate Service Request: Contact Motorola TSO through authorized tools and processes outlined in Section 2 of this Support Plan to initiate a service request ticket
2. Assess Priority Level: Assist in assessing and assigning the initial priority level per the priority level definitions found in Section 2 of this Customer Support Plan
3. Escalate Appropriately: Contact Motorola Solutions to add information or make changes to existing technical support tickets, or escalate service requests to Motorola Solutions management. Motorola Solutions Services management contact information provided in the Escalation Plan at the beginning of this Support Plan.
4. Maintenance on Hardware: customer will provide all on-site hardware maintenance and service. Customer will contact the appropriate vendor directly for parts and hardware service not purchased through the Motorola Solutions Maintenance and Support Agreement, included in Exhibit A.
5. VPN connectivity: Provide VPN connectivity and telephone access to Motorola Solutions personnel.
6. 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
7. Tape Backups and HD Backups are the sole responsibility of the customer regardless of dedicated OSA presence.
8. Remote Access: Upon successful completion of approved background check, customer must provide remote access to requesting Motorola Solutions 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. Customer is responsible for ensuring remote access mechanisms and procedures are compliant with any governing information security policies and procedures, including those set forth in the CJIS Security Policy, if applicable.
9. User Access Control. See Anti-Virus.

3.4 Subscription 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.

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

3.4.1 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 TSO 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.

3.4.1.1 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 TSO 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 the PremierOne Priority Level Definitions and Response Times Table referenced in Section 1.5.

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.

3.4.1.2 Scope

All customer requests for service and change requests are tracked centrally in Motorola IT Service Management (ITSM) toolset, resulting in a ticket number. All TSO 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 PremierOne Priority Level Definitions and Response Times Table referenced in Section 1.5. Via the ITSM, Motorola will track the progress of each ticket from initial capture to resolution. Motorola will

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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 TSO will supply a ticket number for reference. For each reported or alert generated incident, the TSO 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.

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 the PremierOne Priority Level Definitions and Response Times Table referenced in Section 1.5.

At a minimum, when reporting an incident using the toll-free number (800-MSI-HELP, the TSO 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 the PremierOne Priority Level Definitions and Response Times Table referenced in Section 1.5.

Reporting Trouble – The TSO number is provided to all customers for PremierOne Solution issues. If the issue cannot be resolved through our remote diagnostics by the TSO, 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 TSO 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 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 8 a.m. – 5 p.m. local 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 TSO 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.

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3.4.1.3 Inclusions

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

3.4.1.4 Motorola Responsibilities

- Maintain availability of the Motorola CMSO TSO 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 the PremierOne Priority Level Definitions and Response Times Table referenced in Section 1.5.
- Perform analysis to assist in identifying a corrective action plan. And assist the Department's ITB either on premises or remotely in the successful implementation and restoration of system operations of any solution(s) which Motorola and its Technical Support services identify.
- 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.

3.4.1.5 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.

3.4.1.6 Customer Responsibilities

- Prior to contract start date, provide the AM with pre-defined information necessary to complete CSP.
- Submit timely changes in any information supplied in the CSP to the AM.
- 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.

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- 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 the PremierOne Priority Level Definitions and Response Times Table referenced in Section 1.5.
- 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.

3.4.2 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).

3.4.2.1 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.

3.4.2.2 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).

3.4.2.3 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.

3.4.2.4 Motorola Responsibilities

- Provide the Customer access to the CMSO TSO, operational 24/7 to request repair service.
- CMSO TSO 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.

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3.4.2.5 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.

3.4.2.6 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.

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

3.4.3 Software Maintenance

3.4.3.1 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 TSO.

3.4.3.2 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.

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3.4.3.3 Motorola Responsibilities

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

3.4.3.4 Limitations and Exclusions

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

3.4.3.5 Customer Responsibilities

- Schedule remote support for software release application.

3.4.4 Software Upgrade Services

3.4.4.1 Software Upgrade Services

Software Upgrade Services are defined as the labor services required to execute on the planning, delivering, testing and training of Motorola PremierOne Solution CAD standard releases of software to the Customer when and if standard releases of software become available for those solutions components purchased as part of the Motorola Maintenance and Support Agreement.

3.4.4.2 Third Party Coordinated Upgrade Services

The Third-Party Coordinated Upgrade Services are defined as the labor services required to coordinate upgrades of third-party partner solutions to occur in conjunction with Motorola Upgrade Services. As applicable, Motorola may deliver, test and provide training on those third-party partner solutions provided Motorola has been authorized to act on behalf of the third party. Third-Party Coordinated Upgrade Services will be provided in conjunction with PremierOne Solution upgrade services providing the latest version of vendor software generally available at the time Motorola Upgrade Services are being executed. Third-Party Coordinated Upgrade Services are provided for those solutions components identified in Exhibit A, Covered Product, Support Pricing and Options contained within the Motorola Contract.

Note - Third-Party Coordination Upgrade Services do not provide for upgrade activities of third-party general releases that are not being delivered in conjunction with a Motorola standard release upgrade.

3.4.4.3 Standard Release Software Upgrade Timing and Delivery Overview

- When and if a standard release version becomes available, Motorola will upgrade the PremierOne Solution suite up to once every two-year period commencing from year one of maintenance/warranty agreement.
- For software upgrades, existing hardware and the existing PremierOne interfaces will be re-utilized with the upgraded PremierOne software.

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- For software upgrades which require new or not previously identified hardware which at the time of this contract formulation and given the implementation of emerging technologies into the Department's network topography and infrastructure, Motorola will assist the Department in identifying hardware solutions which will be compatible with both the new software upgrade requirements and any legacy architecture maintained and operated by the Department and ITB. It will further assist the Department and ITB to identify hardware solutions which are compatible with the Department's budgetary and fiscal requirements and in a manner which also ensures continuity of services and operations of these and any other identified critical system.
- All upgrade activities will be coordinated and scheduled to occur at times that are mutually agreeable to the Customer and Motorola. Scheduling of upgrade events will be completed at a minimum of thirty (30) business days prior to the commencement of upgrade activities.
- PremierOne CAD update activities are not expected to require downtime. The rolling update approach is employed where one application server is taken offline, updated, then placed back online. The process is repeated until all application servers are updated, followed by the RDW server and the SCOM. While CAD updates are taking place, the system is up and operational; however, unforeseen circumstances may result in temporary unavailability of the System.
- Following the update of the production system, Motorola will update the Disaster Recovery system in the same manner as the production system update, including those interfaces supported on the Disaster Recovery system. Such tasks may be performed remotely.
- Customer will act as liaison with all user agencies and other outside agencies and/or organizations, if/as necessary.

3.4.4.4 Upgrade Kickoff teleconference

In order to finalize the upgrade project schedule and procedures, the upgrade event will be initiated with an Upgrade Kickoff Teleconference that includes key Customer and Motorola project participants.

The objectives of this task are:

- To introduce all project participants.
- Review roles of key participants.
- Review overall upgrade scope and objectives.
- Review resource and scheduling requirements.
- Review testing methodology.
- Review and finalize project schedule with Customer.
- Create testing plan to test PremierOne Solution upgrades on staging environment.
- Review testing plan and acceptance criteria.
- Review features/functions introduced in the new software release version.

Motorola Responsibilities

- Motorola Project Manager will direct Motorola efforts and serve as the Software Lifecycle Services.

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Software Upgrade Services

Software Upgrade Services are defined as the labor services required to execute on the planning, delivering, testing and training of Motorola PremierOne Solution CAD standard releases of software to the Customer when and if standard releases of software become available for those solutions components purchased as part of the Motorola Maintenance and Support Agreement.

Third-Party Coordinated Upgrade Services

The Third-Party Coordinated Upgrade Services are defined as the labor services required to coordinate upgrades of third-party partner solutions to occur in conjunction with Motorola Upgrade Services. As applicable, Motorola may deliver, test and provide training on those third-party partner solutions provided Motorola has been authorized to act on behalf of the third party. Third-Party Coordinated Upgrade Services will be provided in conjunction with PremierOne Solution upgrade services providing the latest version of vendor software generally available at the time Motorola Upgrade Services are being executed. Third-Party Coordinated Upgrade Services are provided for those solutions components identified in Exhibit A, Covered Product, Support Pricing and Options contained within the Motorola Contract.

Note - Third-Party Coordination Upgrade Services do not provide for upgrade activities of third-party general releases that are not being delivered in conjunction with a Motorola standard release upgrade.

Standard Release Software Upgrade Timing and Delivery Overview

When and if a standard release version becomes available, Motorola will upgrade the PremierOne Solution suite up to once every two-year period commencing from year one of maintenance/warranty agreement.

For software upgrades, existing hardware and the existing PremierOne Solution interfaces will be re-utilized with the upgraded PremierOne Solution software.

All upgrade activities will be coordinated and scheduled to occur at times that are mutually agreeable to the Customer and Motorola. Scheduling of upgrade events will be completed at a minimum of thirty (30) business days prior to the commencement of upgrade activities.

PremierOne CAD update activities are not expected to require downtime. The rolling update approach is employed where one application server is taken offline, updated, then placed back online. The process is repeated until all application servers are updated, followed by the RDW server and the SCOM. While CAD updates are taking place, the system is up and operational; however, unforeseen circumstances may result in temporary unavailability of the System.

Following the update of the production system, Motorola will update the Disaster Recovery system in the same manner as the production system update, including those interfaces supported on the Disaster Recovery system. Such tasks may be performed remotely.

Customer will act as liaison with all user agencies and other outside agencies and/or organizations, if/as necessary.

Upgrade Kickoff Teleconference

In order to finalize the upgrade project schedule and procedures, the upgrade event will be initiated with an "Upgrade Kickoff Teleconference" that includes key Customer and Motorola project participants.

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The objectives of this task are:

- To introduce all project participants.
- Review roles of key participants.
- Review overall upgrade scope and objectives.
- Review resource and scheduling requirements.
- Review testing methodology.
- Review and finalize project schedule with Customer.
- Create testing plan to test PremierOne Solution upgrades on staging environment.
- Review testing plan and acceptance criteria.
- Review features/functions introduced in the new software release version.

Motorola Responsibilities

Motorola Project Manager will direct Motorola efforts and serve as the primary point of contact for the Customer. The responsibilities of the Motorola Project Manager include:

- Maintain project communications with the Customer's Project Manage primary point of contact for the Customer. The responsibilities of the Motorola Project Manager include:
- Maintain project communications with the Customer's Project Manager.
- Manage the efforts of Motorola project team and coordinate Motorola activities with the Customer's project team members.
- Coordinate and oversee the installation of all licensed Motorola application software.
- Review and manage the scope of work for the upgrade activities.
- Review the upgrade acceptance criteria.

Customer Responsibilities

Customer will designate a Customer Project Manager who will direct Customer's efforts and serve as the primary point of contact for the Motorola Project Manager. The responsibilities of the Customer Project Manager include:

- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff and assign appropriate resources to meet the Customer's task requirements described in this Statement of Work.
- Liaison and coordinate with other Customer agencies, other governmental agencies and the Customer's vendors, contractors and common carriers, as applicable.
- Review and mutually approve upgrade acceptance criteria.

Completion Criteria

- This task is considered complete upon conclusion of the Upgrade Kickoff Teleconference.

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3.4.4.5 Upgrade Preparation

The objective of this task is to perform the preparatory steps necessary for the PremierOne Solution upgrade.

Motorola Responsibilities

- Perform scheduling and coordination tasks necessary to obtain required resources that will perform the upgrade of the PremierOne Solution server software.
- Confirm resource availability with Customer and reconfirm task dates.

Customer Responsibilities

- Perform backup of PremierOne Solution software and data files.

Completion Criteria

- This task is considered complete when Customer has the completed the on-site date backup.

3.4.4.6 Staging Environment

The objective of this series of task is to install the upgrade software on a staged system environment and validate release functionality.

Motorola Responsibilities

- Remotely create a staging environment on Customer's PremierOne Solution server(s) to conduct and initial installation of the release software.
- Travel to Customer site to perform upgrade tasks.
- Install the release version of software on the staging environment.
- Verify PremierOne Solution functionality in accordance with release criteria.
- Notify Customer of availability of the staging environment enabling Customer to perform Customer-specific testing activities.

Customer Responsibilities

- Observe testing on staging environment and acknowledge the delivery of the functionality introduced in the release.
- Conduct testing on staging environment and notify Motorola of any functional errors or anomalies.

Completion Criteria

- This task is considered complete when the staging environment is available for Customer testing.

3.4.4.7 On-Site Upgrade Implementation

The objective of this task is to conduct on-site activities required to complete the upgrade of the PremierOne Solution.

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Motorola Responsibilities

- Travel to Customer site to perform upgrade tasks.
- Bring down the production system.
- Reconfigure the data volumes on each of the existing-HP Blade Server as needed.
- Convert PremierOne CAD system files and or provisioning data files as required.
- Test each interface connection to ensure operational use of the each with the newly installed Standard Release version.
- Modify those interfaces affected by the installation of the Standard Release version and modify each as needed to provide same functionality as was provided prior to the installation of the Standard Release version.
- Test system and subsystem interfaces to validate operation in accordance with the originally installed interface requirement document.
- Assist in Customer testing as requested by Customer and verify that each PremierOne Solution subsystem component is ready to resume production operations.
- Install the applicable PremierOne Solution subsystem client, application upgrades on client workstations as listed in the Exhibit A Covered Product, Support Pricing and Options.
- Train Customer on client upgrade process.
- Train Customer's trainers/supervisors on new or changed features and functions introduced through the standard release of the PremierOne Solution.

Customer Responsibilities

- With Motorola assistance, coordinate the activities necessary to bring the production PremierOne Solution down, i.e. close incidents, sign units and users off duty.
- Support Motorola software upgrade installation activities.
- Provide and make available (during business hours, 8:00am to 5:00pm) the appropriate lines for the testing of interfaces, to include 911, WWVB, Toning, etc.
- Verify that the system is ready to resume production operations.
- Install the PremierOne Solution subsystem client on workstations beyond those upgraded by Motorola.
- Train Customer's users on new or changed features and functions introduced through the standard release of the PremierOne Solution.

Completion Criteria

- This task is considered complete when each PremierOne Solution subsystem component upgrade is verified by the Customer to be available to resume production operation.

3.4.4.8 PremierOne Solution Production Cutover

Upon verification that the upgraded PremierOne Solution is operational and ready to resume production use, Motorola will assist the Customer with resuming operations on the upgraded system.

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Motorola Responsibilities

- Assist the Customer staff in resuming production operations on the upgraded system.
- Provide up to eight hours of on-site support the day each upgraded subsystem component has resumed production use.

Customer Responsibilities

- Schedule personnel to support the resumption of production use on the upgraded system.

Completion Criteria

This task is considered complete upon Customer resuming production operation of each PremierOne Solution subsystem component.

3.4.4.9 Third-Party Partner Upgrade Activities

The objective of this task is to perform the upgrade steps required to install, configure and test those components of the overall solution components provided by third parties. When and if third-party solution upgrades become available, third-party components will be upgraded in the same event as that of a PremierOne Solution component upgrade. Motorola will endeavor to coordinate the upgrade of generally available, or applicable, third-party vendor solutions to minimize the disruption of the Customer's operations. However, in cases where third-party release schedules do not align, Motorola will work with the Customer to devise mutually agreeable schedules. As applicable, Motorola may deliver, test and provide training on those third-party solutions that Motorola has been authorized to act on behalf of a third party.

Motorola Responsibilities

- Coordinate with each third-party vendor to align schedules with Motorola preparatory and on-site upgrade activities.
- Schedule the activities of each third party.
- Witness third-party testing of upgraded software.
- Attend third-party training of new or changed features/functionality introduced as part of each vendors software application upgrade.
- Validate Customer's use of the upgraded third-party system in a production environment.
- Perform backup of third-party system software and data files.
- Validate that the third-party upgraded component software functions per each third-party release specification.
- Provide training to Customer trainers on features/functions that may have been introduced by the resulting third-party component upgrade.

Customer Responsibilities

- Provide third parties with remote and on-site access to systems enabling each to perform their respective upgrade activities.
- Attend third-party features/functions training as needed.
- Witness third-party testing of installed upgrade component software.

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- Provide training to users on the features/functions introduced by the third-party release version.

Completion Criteria

This task is considered complete upon Customer validation that third-party components function in accordance with third-party vendor release specification.

3.4.5 On-Site System Administrator

The Motorola CMSO Software Enterprise Support provides twenty-four-hour availability to respond to service requests. Customers request technical assistance through the CMSO based on the level of service and entitlement as outlined in the contract. In addition to remote telephone support, pursuant to this Agreement, Motorola will provide a dedicated On-site System Administrator (OSA) during business hours. To meet the individual needs of the Customer, the OSA may be dedicated to the applications support or infrastructure support.

3.4.5.1 Description of Service

Motorola's OSA offer provides a dedicated resource who is responsible for delivering Technical Services as herein defined. The resource will be available to the Customer, onsite if preferred by the Customer, based on predefined business hours as set forth in this SOW.

The dedicated OSA will be provided the reasonably necessary training to accomplish the tasks outlined in this document. The dedicated OSA, with Customer's guidance, will develop an understanding of the assigned agency's specific environment, Customer-specific requirements, and configurations. The OSA will act as the interface between Motorola CMSO technical support teams to achieve the goals outlined by their respectively assigned Customer. The resource will be equipped to perform diagnostic assistance, provide preliminary hardware and software problem evaluation, and possess the expertise reasonably necessary to repair all contractually covered items negotiated in the Scope.

There are three common types of OSA for PremierOne: application administration for CAD/Mobile, application administration for RMS, and technical administration for server and network infrastructure. Customers can select multiple onsite administrators from these roles and where possible may be able to mix roles into one or more administration.

3.4.5.2 Scope

The OSA service provides dedicated support full-time, Monday through Friday, between local normal business hours. On-site support shall not exceed 8 hours per day. This provision may vary by mutual agreement between Motorola and the Customer. Any such variance will necessitate a separately attached addendum.

Note - The Motorola OSA will provide full-time support except for Motorola holidays, paid time off (PTO) benefits, sick leave and training events outlined in Section 1.4.5.6: Resource Training and Section 1.4.5.7: Dedicated System Administrator Placement, Terms and Conditions below throughout the term of this Agreement. Each day shall be defined as normal business hours M-F 8:00 a.m. to 5:00 p.m. and shall not exceed 8 hours per day. This provision may vary by mutual agreement between Motorola and the Customer. Any such variance will necessitate a separately attached addendum.

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Motorola Responsibilities

- Diagnose, triage, gather logs, and coordinate with Motorola Technical Support, Motorola engineering teams, and contractually agreed upon third-party vendors to resolve reported system incidents/problems.
- Monitor system(s) to determine any negative performance impacts, and engage appropriate resources when necessary.
- Work with Customer staff to identify and resolve reported system incidents/problems.
- Perform periodic system maintenance and software patching, in accordance with Motorola supplied guidelines, on physical and virtual servers covered within the scope of the Maintenance and Service Agreement.
- Ensure that reported incidents/problems are documented, analyzed, validated, and escalated (when necessary) through full resolution.
- Run diagnostics using approved Motorola tools.
- Assist with technical system requirements analysis.
- Provide system performance reporting using approved Motorola tools when requested.
- Assist with contractually covered database system back-ups.
- Assist with upgrade planning and installations.
- Understand system dependencies and related connections.
- Provide incident/problem information to track reported issues and progress towards resolution.
- Assist Customer with training plan development for users and system functionalities. Engage appropriate Motorola subject matter experts when necessary.
- Coordinate with Motorola and/or Customer Project Management as applicable.
- Assist in the development of internal documentation pertaining to system configuration, administration, and troubleshooting.
- Specific to PremierOne Records System:
  - Creation of security groups and user roles to appropriately grant/limit system privileges as provided by Customer.
  - Assist with the management of the Customer's Custom Code Tables and Pick Lists.
  - Configure and Maintain Org Builder to follow the approval workflow of documents within the PremierOne Records system.
  - Manage the flow of documents through the PremierOne Records system and execute requested changes after appropriate analytical review.
  - Maintain general system configuration, make changes to default views and color coding as requested by the Customer.
  - Maintain Central Index Mapping, CAD Incident Import, and Duplicate Primary configuration settings.
  - Possess knowledge of the business practices of each end user area and how to use their perspective modules within the PremierOne Records Management System.
  - Possess knowledge of the Advanced Configuration Tool, and be able to execute appropriate changes to existing Records Management modules, or create new modules.

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  - Possess knowledge of the SSRS Reporting System, and be able to generate end-user reports as requested.
  - User Configuration - Entering and maintaining users within the PremierOne CAD System (applicable only to suite environments), and directly into PremierOne RMS when standalone.
- Specific to PremierOne CAD and Mobile:
  - Assist with the management of Dispatcher hardware changes where appropriate.
  - Convert, develop, and test CAD-related custom utilities and scripts, reports, etc.
  - Assist CAD Validators with test plans.
  - Assist in the review and evaluation of CAD Vendor conversions.
  - Present newly available CAD/PMDC system features, and provide advice/assistance during need and usability review.
  - Follow AGENCY required change management procedures prior to making any system change. This may include seeking formal approval, coordination, user notifications, etc.
  - Work closely with support teams and contractually covered third-party vendors to provide any additional information required by Technicians to analyze and resolve incidents/problems (i.e. logs, output, etc.).
  - Assist in establishing "pilot groups" for new CAD/PMDC system enhancements or problem resolution analysis in order to review and provide feedback.
- As applicable, engage third-party vendors to provide contracted services in connection with issues causing a system failure. This may include some instances involving third-party vendor on-site support as well as coordination of third-party upgrade services when applicable.
- In cases where the resource has responded to system failure or critical issues, verify with Customer that restoration is complete and/or System is functional.
- Provide case activity reports to Customer. Work cohesively with Customer to identify and prioritize issues of greatest concern.

Limitations and Exclusions

The OSA will be on-site during normal business, not to exceed more than 40 hours per week. Any extended hours will be mutually agreed upon between Motorola and Customer, following local and state labor laws.

Customer Responsibilities

- Upon report of any incident/problem, provide pertinent and specific details of the issue, as well as information regarding actions already taken.
- Allow the dedicated Motorola OSA full and free access to equipment, including any connectivity/monitoring equipment, necessary to deliver the services outlined in this statement of work.
- Provide all information pertaining to external hardware and software that covered products interface with to enable the resource to perform their obligations under this Agreement.
- Initially report all active incidents or technical requests of any Severity to the CMSO Technical Support Organization at 800-MSI-HELP to obtain a case number. Provide the case number to OSA.

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- Allow Motorola continuous remote access to obtain system availability and performance data.
- Notify OSA and Motorola Technical Support when performing any activity that impacts the system. (This may include but is not limited to, installing software or hardware upgrades, performing network maintenance or upgrades, disabling system peripherals to perform maintenance, etc.).
- Maintain and store all relevant software and system backups in an easily accessible location. Motorola recommends that at least one back-up file is stored in an off-site location.
- Coordinate and assist with troubleshooting efforts and restoration attempts during cases in which the OSA is responding to a system failure.
- Provide the OSA, at no charge, a non-hazardous environment including shelter, heat, light, power, and all other reasonable accommodations.
- Validate issue resolution in a timely manner, prior to closure of the incident/problem.
- Adhere to all other applicable guidelines referenced in the separate Motorola CSP.
- Assist in agency-specific knowledge development for the OSA.

3.4.5.3 Resource Training

In order to maintain and expand product and technical knowledge as our technologies and customer environments evolve, the On-site System Administrator will be required to attend up to 120 hours of annual training. Some training may be available on a remote basis, but other training will require the Resource travel to a remote site to complete training. Potential travel time is not included in the estimated 120 hours of annual training. On-going training is designed to enhance and expand the Resources knowledge and capabilities in an effort to continuously improve the services provided.

Motorola will provide adequate advanced notice, generally 30 days, of any training requirements for the On-site System Administrator.

Motorola will provide case management as described in the Case Management Services description. The PSA Technical Support Organization will continuously track and manage Cases from creation to close through an automated case tracking process. This case management allows for Motorola to provide Case Activity Reports.

The terms and conditions of this SOW are an integral part of Motorola's Maintenance and Support Agreement Terms and Conditions.

3.4.5.4 Dedicated System Administrator Placement, Terms and Conditions

The below terms and conditions are in addition to and form an integral part of Customer's Agreement:

- Motorola will make a good faith effort to secure a local resource with suitable abilities and qualifications for the duration of the agreement. If Customer objects in good faith to a proposed Dedicated System Administrator assignment, the Parties shall attempt to resolve Customer's concerns on a mutually agreeable basis.
- Customer may request Motorola remove and replace a Dedicated System Administrator for any valid performance or business reason, provided that Customer does not request the removal of

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any such person for reasons prohibited by law, and further provided that reasonable notice (which may be immediate, depending on the circumstances surrounding the removal) is given.

- In the event Customer refuses the placement or requests removal of a qualified Dedicated System Administrator, Motorola shall have the right to terminate the Agreement in whole or in part.

3.5 PremierOne Priority Level Definitions and Response Times Table

PremierOne Priority Level Definitions and Response Times Table

Critical P1	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 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.	Telephone conference within 1 Hour of initial voice notification
High P2	An incident is determined **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. 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.	Telephone conference within 3 Hours of initial voice notification during normal business hours Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.
Medium P3	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. Issues impacting a single client, intermittent issues, non-critical subsystems or interfaces (e.g. interfaces installed on RDW), RDW or reporting problems, etc. *System must be within N-2 standards for these tickets	Telephone conference within 8 Hours of initial notification during normal business hours Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.

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Low P4	A request is deemed LOW for minor requests. 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. *System must be withing N-2 standards for these tickets.	Telephone conference within 2 Business Days of initial notification Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays

The customer will provide a properly trained technical resource who is familiar with the operation of the PremierOne Solution that will be responsible for the maintenance and support of the PremierOne Solution. Motorola Solutions will provide remote technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

Motorola Solutions has established criteria and processes to manage critical incidents such as a Critical P1 case. When the threshold for a Critical P1 incident is reached the TSO technician, typically consults with their management.

3.6 Conditions and Exclusions

3.6.1 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.

3.6.2 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.

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- 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.

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Section 4

Exhibit D: Labor Rates

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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:

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:

8 a.m.-5 p.m. M-F (local time)	$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	$66 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.

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Section 5

Exhibit E: Hardware Refresh Services Statement of Work

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5.1 General Information

This document describes the scope of work for providing PremierOne system hardware refresh and to upgrade the Customer to the latest generally available release of PremierOne application software at the time of the hardware implementation, hereinafter referred to as Hardware Refresh.

Per the terms of the Agreement, Motorola will perform services described in this Statement of Work to upgrade the system hardware two times during terms of this agreement.

Nothing in this Statement of Work is meant to supersede, replace or amend the terms and conditions stated in the Motorola Inc. Contract or Maintenance and Support agreement.

5.2 Upgrade Considerations

The scope of work described herein is based on the following considerations:

- All parties recognize that the SOW is not necessarily formatted chronologically with contractual obligations defaulting to the project schedule.
- Only those interfaces covered under the terms of the contract will be validated and or modified to ensure operational use with the hardware refresh and upgraded PremierOne System software. Supported interface functionality is that which is described in the original interface specification document (ISD).
- Prior to cutover, there may be periods of time during which interface functionality will not be available for production operations while testing is conducted with the new hardware.
- If the upgraded software version supports enhanced interface functionality that is desired but not supported by the original interface, such enhanced functionality shall not be available unless specifically included in the scope described herein.
- CAD user interface (UI) customization will be replicated from the current CAD UI.
- Customer should be prepared to go to a "manual" mode during the periods of time when operations are moving from the existing system to the upgraded system.
- SQL Server software will be upgraded to the version currently supported by the PremierOne platform as part of the Hardware Refresh.

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5.3 Motorola Services

5.3.1 Hardware and Software Upgrade Implementation

The objective of this task is to conduct activities required for the upgrade of the PremierOne hardware and software. Motorola will procure and deliver the new system hardware and software to the primary site no earlier than year 5 for the first hardware refresh and second hardware refresh no earlier than year 9.

The new system equipment will be installed at the primary site where it will be tested and made available to the Customer for additional user testing and training. Upon acknowledgement that testing and training has been successfully completed, users will transition to the upgraded production system.

5.3.2 Kickoff Teleconference

In order to finalize the project schedules and procedures, the hardware refresh event will be initiated with a kickoff teleconference that includes key Customer and Motorola project participants.

The objectives of this task are:

- To introduce all project participants.
- Review roles of key participants.
- Review overall upgrade scope and objectives.
- Review the list of equipment
- Review the list of interfaces.
- Discuss client upgrade procedures and coordination.
- Review resource and scheduling requirements.
- Review and finalize project schedule with Customer.
- Review operational readiness and resumption of use criteria.

5.3.2.1 Motorola Responsibilities

- Assign a Project Manager that will direct Motorola's efforts and serve as the primary point of contact for the Customer.
- Schedule and facilitate the kickoff teleconference.
- Discuss GIS requirements, if applicable.
- Maintain project communications with the Customer's project manager.
- Manage the efforts of Motorola project team and coordinate Motorola activities with the Customer's project team members.
- Coordinate and oversee the installation of hardware and all licensed Motorola application software.
- Deliver product release documentation.

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5.3.2.2 Customer Responsibilities

- Designate a project manager who will direct Customer's efforts and serve as the primary point of contact for the Motorola Project Manager.
- Provide input to the final project schedule dates.
- Identify the efforts required of Customer staff and assign appropriate resources to meet the Customer's task requirements described in this Statement of Work.
- Liaison and coordinate with other partner agencies, other governmental agencies and the Customer's vendors, contractors and common carriers, as applicable.
- Provide all network infrastructures. Motorola makes no provision for cabling or capital improvements to the installation environment and power consumption considerations that may be required to support the PremierOne solution.
- Maintain responsibility for connectivity to all external systems.
- In the event modifications to 3rd party systems to which PremierOne interfaces are required to maintain or enhance interface functionality, Customer is responsible for engaging and/or contracting with the 3rd party and any associated costs associated to effect such changes.
- Act as liaison with all user agencies and other outside agencies, organizations and 3rd party vendors, if/as necessary.

5.3.2.3 Completion Criteria

This task is considered complete upon conclusion of the Upgrade Kickoff Teleconference.

5.3.3 PremierOne® Hardware Refresh Project

5.3.3.1 Motorola Responsibilities

- Order hardware and software.
- Stage system at Motorola facility.
- Integrate and configure server and hardware components.
- Backup and restore production database from existing system.
- Ship system to Customer site.
- Travel to perform installation tasks.
- Configure interface connections, depending on connections Customer makes available.
- Ensure necessary updates and security patches/fixes have been applied to the Windows operating system, SQL Server database, and applications server components.
- Remotely review new features and functions.
- Remotely conduct provisioning and functionality upgrade training.
- Provide remote support for up to ten (10) business days while Customer tests system.

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Customer Responsibilities

- Provide and make available (during business hours, 8:00am to 5:00pm) remote connectivity and access to 3rd party systems for initial testing of environment.
- Perform testing on system (up to 10 business days).
- Train users on new or changed features and functions.
- The Customer will ensure all firmware and BIOS on all customer provided hardware are at a currently supported level or the Customer may elect to contract with MSI for the services to perform such updates.

5.3.4 Cutover To Production System

5.3.4.1 Motorola Responsibilities

- Assist customer in developing cut-over plan to include plan for CAD and Mobile client updates.
- Perform final backup and transfer of CAD database to new system.
- Test system and subsystem interfaces with production connections to validate operation in accordance with the original ISDs.
- Verify system readiness for Go-Live.
- Support the transition of production operations to the upgraded system. Support will be provided on the day of the upgrade and during business hours for two days following the upgrade.

5.3.4.2 Customer Responsibilities

- Provide and make available (during business hours, 8:00am to 5:00pm) the appropriate lines for production testing of interfaces.
- Acknowledge system readiness for production cutover.
- Execute the plan to install upgraded client software on CAD workstations and mobile devices.
- Facilitate the transition of production operations to the upgraded primary system.

5.3.4.3 Completion Criteria

This task is considered complete when the production operations have transitioned to the upgraded primary PremierOne® system.

Proposed or Equivalent Equipment

PremierOne HP Host Servers: Reference	
HPE DL360 GEN11 8SFF SERVER - P1 HOST CONFIGURATION	14
HPE DL360 GEN11 8SFF SERVER - P1 MONITOR CONFIGURATION	1
PremierOne HP Host Server Cables	
PREMIERONE CABLE RJ-45(M) TO RJ-45 (M) 2.13M STP CAT6A BLUE	10

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PREMIERONE CABLE RJ-45(M) TO RJ-45 (M) 2.13M UTP CAT6A AQUA	36
PREMIERONE CABLE RJ-45(M) TO RJ-45 (M) 2.13M STP CAT6A BLACK	48
PREMIERONE CABLE RJ-45(M) TO RJ-45 (M) 2.13M UTP CAT6A ORANGE	46
PREMIERONE CABLE RJ-45(M) TO RJ-45 (M) 15.2CM UTP CAT6 RED	2
PremierOne Server OS/DB & Utility Software	
WIN SVR IOT DTCNTR 2019 64BIT MULTILANG ESD OEI 16 CORE	14
WIN SVR IOT STD 2019 64BIT MULTILANG ESD OEI 16 CORE STD	1
SQL SVR ENT RUNTIME 2019 IOT ESD OEI 4 CORE ENT	9
SQL SVR ENT RUNTIME 2019 IOT ESD OEI 2 CORE ADDITIONAL LICENSE ENT	15
SQL SVR STD RUNTIME 2019 IOT ESD OEI 4 CORE STD	4
SYSCTRDATACTRCORE 2019 ALNG EMB MVL 16LIC CORELIC	4
RED HAT OPENSHIFT KUBERNETES WITH ANSIBLE AND ADV CLUSTER MGMT	14
RED HAT DEVICE EDGE ESSENTIALS, PREMIUM	6
RED HAT DEVICE EDGE WITH ENHANCED SUPPORT	7
PremierOne Networking Hardware	
PremierOne Empty Rack	2
PremierOne KVM	2
PremierOne Power Distribution Unit	8
PremierOne Rack Power Cables	2
FORTIGATE6401E WITH DUAL POWER SUPPLY	4
FORTINET FG601E PSU FOR PREMIERONE	4
ARISTA 7050TX3-48C8 - - switch - 48 ports - managed - rack-mountable	4
Arista 7050TX3 A-Care Next Business Day - 1 month	144
Arista 7010TX-48 - switch - 48 ports - managed - rack-mountable	2
Arista 7010X Series A-Care Next Business Day - 1 month	72
CABLE, DATA, ARISTA ETHERNET 40GBASE-CR4 CABLE - 1.6 FT	8
TRUENAS R20 BACKUP NAS DEVICE - 24TB RAW WITHOUT SILVER SUPPORT	1
SILVER SUPPORT (5-YEAR TERM)	3
F5 BIG-IP LTM 1G Load Balancer	4
Other Hardware	
Lantronix UDS1100 (one required for each 911 interface)	2

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Section 6

Exhibit F: Summit Pre-Paid Tickets Solution Description

Maintenance and Support Agreement #USC000181095 Term: 1/1/2025-12/31/2034

Motorola Solutions, Inc. (Motorola) invites you to attend our annual users' conference, Summit. This document outlines details and policies for using pre-paid tickets in accordance to the Maintenance Agreement in Exhibit *A: Covered Products, Support Options, and Pricing, to attend the event.*

Please contact software.summit@motorolasolutions.com if you have any questions about Summit pre-paid tickets or this policy.

6.1 Summit Overview

Summit is Motorola's largest annual gathering of public safety customers. Attendees convene for in-depth classes, hands-on training, product vision, networking, and feedback sessions. Summit offers hundreds of hours of educational courses designed for every customer role, including technical administrators, call takers, dispatchers, records and corrections personnel, analysts, patrol, and command staff.

6.2 The Purpose of Pre-Paid Tickets

To ensure that personnel get the critical training they need to improve adoption of their solutions, many customers pay for Summit ahead of time, as part of a contract or annual maintenance agreement.

Under this approach, Motorola applies the fees already paid by the customer to cover all reasonable, business-related expenses for that customer to attend the conference.

6.3 Types of Pre-Paid Tickets

Customers can choose from two types of pre-paid tickets:

1. **Pre-Paid Registration Only:** Includes the conference registration fee only.
2. **Pre-Paid Travel Package:** Includes the conference registration fee; hotel; either choice of airfare with airport transportation OR car rental; and additional meals not included by the conference.

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6.4 Purchasing Pre-Paid Tickets

Customers should work with their sales representatives to initiate a new contract with Summit pre-paid tickets or add Summit pre-paid tickets to another order. Multi-year contracts may "lock in" current year Summit pricing for the remainder of the contract.

6.5 Redemption of Pre-Paid Tickets

Registration for Summit opens approximately 4-5 months prior to the event. Customers should work with their Customer Success Advocates to make sure that agency personnel receive the regularly emailed invitations to register. Attendees choosing to register using pre-paid tickets should select the **Pre-Paid Registration Only** or **Pre-Paid Travel Package** registration option.

Both pre-paid registration options will go through a hold process while funds are verified. Once funds are confirmed, the attendee's conference registration will be completed. Attendees who are redeeming a Pre-Paid Travel Package ticket will then receive instructions to complete their travel arrangements.

Once available pre-paid tickets are depleted, customer agencies can send additional attendees at the regular conference rate and should register using the **Standard Registration** option.

6.6 Assumption of Agency Permission

When customers begin their registration and select either pre-paid ticket option, they will be cautioned that they are about to exercise an option that will reduce the applicable pre-paid tickets from their agency's available balance. It is the agency's responsibility to ensure that only authorized attendees select this option.

6.7 Pre-Paid Travel Details and Policies

A Pre-Paid Travel Attendee is defined as a Motorola customer who has opted to use the agency's available pre-paid tickets to pay for the Pre-Paid Travel Package registration option.

This option includes the conference registration fee, the attendee's choice of either airfare with airport transfer OR car rental, hotel lodging, and additional meals not covered by the conference.

Note: Due to multi-year contracts, some customers have locked-in pre-paid attendance at different prices from those published with each year's conference. Each agency's rate will be determined by the price listed in its own agreement.

6.7.1 Travel Package Inclusion

The Pre-Paid Travel Package includes the following reasonable and necessary business-related travel expenses as defined below:

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- Summit conference registration fee, which includes access to all training sessions, breakfasts and lunches, and all special events and meals.
- The attendee's choice of the following, both to be booked with Motorola's approved travel partner (Travel Partner), within parameters approved by Motorola:
  - Round-trip airfare with airport transfers. OR
  - Round-trip car rental.
- Hotel accommodations at a Summit host hotel, booked with Travel Partner.
- Stipend for additional meals not covered through the conference (see **Covered Meals** below).

6.7.2 Travel Package Policies

6.7.2.1 General

- Upon registration and confirmation of available pre-paid tickets, Pre-Paid Travel Attendees will receive detailed instructions for booking travel logistics.
- Attendees are only to book travel through Travel Partner and are not to book hotel, airfare, or transportation on their own. Reimbursement for travel expenses incurred by any customer attendee is not allowed.

6.7.2.2 Hotel

- The Pre-Paid Travel Package covers hotel nights directly associated with the conference dates. It may be possible to make adjustments to arrival and departure dates, but attendees are responsible for any *additional* hotel nights (before and after the official conference dates). Travel Partner may be able to assist with additional pre- or post-conference travel plans, but the attendee will be responsible to pay for additional hotel room nights and will need to put a personal card on file upon check-in at the hotel.
- Hotel accommodations at a Summit host hotel (single/double occupancy only) include hotel room and applicable state and local taxes at a discounted Motorola conference rate. Additional services (e.g. additional phone charges, laundry, entertainment, amenities, etc.) are at the attendee's expense.
- A personal credit card WILL be required upon check-in to the hotel. PLEASE NOTE THAT THE PERSONAL CREDIT CARD WILL NOT BE CHARGED for the room and tax expenses. This is a standard hotel requirement to cover any incidental expenses that may be incurred.
- Attendees staying in their rooms past checkout time may be billed one (1) additional night's stay to their personal credit card. Late checkout may be provided based on availability and upon request through the hotel, although some charges may apply. Early departure fees may apply if a group attendee checks out prior to the confirmed dates. Motorola is not responsible for this charge, which will be applied to the personal credit card on file for incidentals.

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6.7.2.3 Airfare

- The Pre-Paid Travel Package will cover round-trip airfare (using Motorola's negotiated rates with major airlines), as well as airport transfers to and from the destination airport. Air reservations must be made ONLY through Travel Partner.
- Airfare must be economy class or standard coach with a fare cap of $600. Any travel above $600 will be routed by Travel Partner to Motorola for approval and must be accompanied by a valid business reason. Attendees are encouraged not to delay making their airfare selections, as selections made closer to the travel dates will likely fall outside of the allowed range.
- Any airfare changes must be made through Travel Partner.
- Pre-approved travel dates are for the official conference dates. Attendees choosing to travel outside these parameters will require additional approval from Motorola. Any resulting fare differences due to altered travel dates are the responsibility of the traveler (including airfare and hotel and ground transportation).
- Additional fees, tips, and surcharges, including (but not limited to) remote access charges, change fees, upgrade fees, and baggage fees are not covered as part of the Motorola Solutions travel policy.
- Airport transfers to and from the destination airport will be provided to attendees. If an attendee chooses to extend their stay either pre- or post-conference, that attendee will be responsible to pay for additional transportation required for the extended stay.

6.7.2.4 Car Rental

- Customers may opt for car rental coverage instead of airfare. The Pre-Paid Travel Package will cover the expense of a rental car using Motorola's negotiated rates. Reservations must be made ONLY through Travel Partner.
- When renting a vehicle for Summit, Motorola will include the Loss Damage Waiver covering the vehicle at the base rate at participating locations.
- The rental will also include the Prepaid Gas Option providing the first tank of gas to the renter and allowing the renter to return the vehicle with less than a full tank. Additional Liability Insurance (ALI), Personal Effects Protection (PEP), and Personal Accident Insurance (PAI) are not covered by Motorola, but the attendee may purchase them at the time of the reservation or rental with a personal credit card.

6.7.3 Covered Meals

As part of this event, Motorola will provide meals to all attendees as part of the regular conference registration fee according to the published Summit agenda.

In addition to the covered conference meals, any attendee registering with a Pre-Paid Travel Package will receive a credit, voucher, or meal access to any breakfast, lunch, or dinner not provided on official conference dates. The method used to cover these additional meals may vary from year to year, based on venue, but will be communicated in advance to Pre-Paid Travel Attendees.

Daily meal allowance is determined by Motorola, based on published guidelines. In no event will the amount provided exceed attendee's applicable agency rules regarding meal expenses, provided that

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the attendee or agency notifies Motorola Solutions in advance of the conference of any restrictions, prohibitions, or limitations.

6.7.4 Expenses Not Covered

Non-reimbursable expenses include, but are not limited to:

- Hotel telephone charges (local as well as long distance)
- Personal travel (e.g., gas, side trips, extended stay outside official conference dates)
- Traffic or parking violations
- Additional travel accident insurance
- Personal entertainment
- Airline upgrades
- Spouse or guest expenses
- Alcoholic beverages (minibar), non-food related items
- Gift shop
- Movies
- Laundry
- Late checkout, hotel early departure, or no-show fees
- Valet parking
- Baggage handling
- Airport parking fees
- Miscellaneous tips
- Upgraded hotel internet connection
- Transportation to and from home airport
- Change in airline departure dates, times, or names
- Excess baggage fees charged by airlines
- Additional equipment on rental cars (e.g. GPS, baby seat, etc.)
- Gas
- Tolls
- Additional guests staying in the same guest room, which results in additional hotel charges

Note: Motorola reserves the right to decline any expense that is not within the scope of this policy. It is not Motorola's intent to ever exceed an attendee's applicable agency policies or guidelines regarding any related travel accommodation. It is the customer agency or attendee's responsibility to notify Motorola in advance of any booking, if any restrictions, prohibitions, or limitations apply.

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6.7.5 Terms and Conditions

The Prepaid Travel Package is provided pursuant to the terms and conditions of the applicable agreement between the Agency and Motorola Solutions, Inc. ("Motorola") covering the relevant maintenance services (the "Prime Agreement"). In addition to the terms and conditions of the Prime Agreement, the following applies:

The Agency confirms that all related expenses, including airfare, hotel, meals, and entertainment associated with the Summit do not violate any local laws, regulations, or policies associated with your organization. The Agency acknowledges that Motorola may use information provided by the Agency as part of Motorola's compliance with reporting on government travel sponsorship.

Motorola is facilitating travel arrangements between the Agency and Motorola Solutions' approved travel partner American Express Global Business Travel (Travel Partner). All bookings must be made through, and tickets and reservations will be provided by Travel Partner. Motorola is not acting as an agent for the provision of these services and Motorola is not the source or supplier of the travel reservations, tickets, or services. Motorola reserves the right to change the Travel Partner.

The Agency acknowledges that the suppliers whose names appear in the information supplied by Travel Partner are the ones actually responsible for providing the travel services purchased. The Agency consents to and requests the use of those suppliers and agrees not to hold Motorola responsible should any of these suppliers: 1) fail to provide the travel services purchased; 2) fail to comply with any applicable law; or 3) engage in any negligent act or omission that causes me any sort of injury, damage, delay or inconvenience.

The Agency further understands and acknowledges that travel may involve the risk of a variety of hazards to health and/or safety, including but not limited to disease, crime, terrorism and warfare, and Motorola is not responsible for any such threats.

Travel documents, such as identification, for an attendee are to be provided by the Agency or attendee. Motorola is not responsible if identification documents do not match information provided to Travel Partner. If necessary for travel, the Agency and/or attendee is required to obtain and comply with any visa requirements. The Agency acknowledges that most airfares typically involve restrictions and that changing any aspect of the arrangements may result in the payment of additional fees or forfeit of the full amount paid.

Motorola is not responsible for travel insurance. Travel insurance is strongly recommended to cover certain risks inherent in travel, such as supplier bankruptcy and the inability to travel due to a medical or personal emergency.

Motorola is not responsible for the services and policies imposed by the applicable airlines. Airline schedules and flights are subject to change without notice. Motorola is not responsible for penalties incurred for tickets, international or domestic, due to schedule and/or flight changes.

Additional terms and conditions from suppliers and vendors will apply to Attendee's reservation and the Agency's purchase of travel-related goods and services. Please read these additional terms and conditions carefully. In particular, if airfare is purchased, please ensure that the Agency reads and complies with the full terms and conditions of carriage issued by the supplier. The Agency agrees to abide by the terms and conditions of purchase imposed by any supplier with whom the Agency deals in its travel selections, including, but not limited to, compliance with the supplier/vendor's rules and restrictions regarding availability and use of fares, products, or services.

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Section 7

Exhibit G: Managed Detection & Response

7.1 Executive Summary

Motorola Solutions is pleased to build upon our years of ongoing support to the Los Angeles Police Department with a response that efficiently meets your cybersecurity Managed Detection and Response needs for your PremierOne system. We are a national and global leader in the cybersecurity community with our recent acquisitions of both Delta Risk and Lunarline in 2020. We have evolved into a holistic mission critical technology provider, placing Information Technology (IT), as well as cybersecurity, at the forefront of importance to protect our customers against threats to the confidentiality, integrity and availability of their operation.

Motorola Solutions provides market leading Next Generation Anti-Virus and Endpoint Detection and Response platform. The platform is designed to bring the most sophisticated threats and alerts to the cybersecurity analysts to provide quick, easy access to the information that is needed to resolve, remediate and strengthen the endpoint security posture. Our Endpoint Security Threat Management Solution provides a Co-Managed Security Orchestration, Automation and Response (SOAR) platform known as ActiveEye.

ActiveEye provides event data collection, cloud monitoring and endpoint security automation and remediation across a client's application and security stack. The platform has the ability to give complete visibility into the endpoint, leveraging its machine learning and artificial intelligence to provide a holistic approach to endpoint security. This provides real time endpoint activity data to thwart advanced persistent attacks, while allowing the platform to analyze attacker's behavior and patterns to stop the attacks that have never been seen before. Our solution provides 24x7 Security Operations Center Support. This is a component of our broader proprietary SOC 2 Type 2 certified Managed Security Platform targeted to Public Safety, Critical Infrastructure, and State/Local municipalities.

The ActiveEye Platform

In 2020, Motorola Solutions acquired Delta Risk, a leading Managed Security Services Provider (MSSP). The acquisition now allows Motorola Solutions to extend the ActiveEye platform to our customers and deliver a co-managed approach to 24/7 security monitoring operations across IT enterprise environments. The benefits of the ActiveEye platform are demonstrated below:

- Included Public Safety Threat Data Feed — Threat reports covering potential attack vectors based on dark web research. Summaries of actual attacks against public safety and state/local municipalities. Indicator data pulled from a large network of deployed public safety sensors and state/local municipality environments.
- Embedded Threat Intelligence — Threat analysts search dark and surface web for intelligence related to attacks against your organization. Identify compromised accounts, phishing attack setups, exposed data, and more specifically related to your organization.

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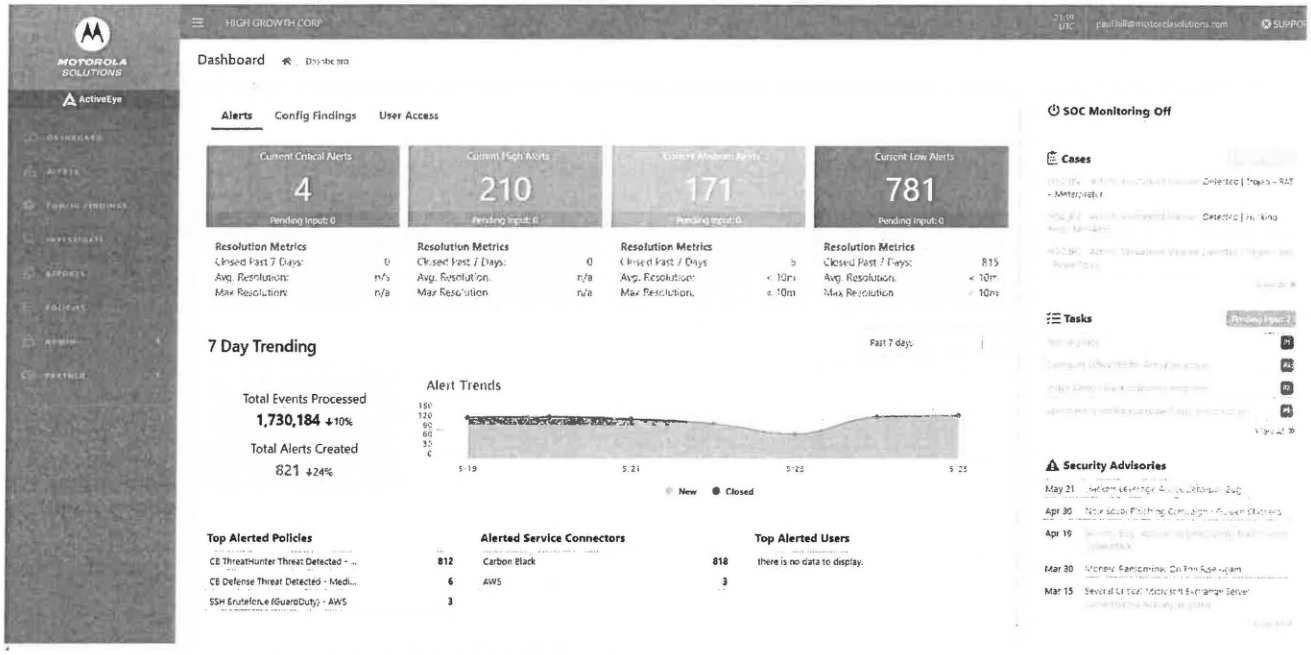
- Integrated Managed Threat Detection & Response — Consolidate SIEM data and direct threat inputs from endpoint security, network sensors, and cloud/SaaS applications. Pre-built custom playbooks to process alerts and reduce/eliminate manual analyst effort.
- Single Dashboard for Threat Visibility — Prioritize based on actual assets in the environment. Asset inventory created manually or automatically with Managed Vulnerability Assessment Service - external and authenticated scans of assets and provides a complete attack surface map

The ActiveEye Managed Security dashboard can be seen below:



Chief Information Security Officer (CISO) Benefits

- Main dashboard displays and aggregates all of the important and relevant risk information from across the organization, helping decision makers to make better, informed decisions to balance cybersecurity efforts and operational efficiencies
- Main dashboard provides key performance metrics and indicators that can inform an admin at a glance to the activity that is occurring throughout their environment.
- Create customize ad-hoc reports and notifications for specific areas of interested to a team.
- Complete transparency into the service that Motorola Solutions is providing. The dashboard will provide the key indicators to the number of events that are handled on a daily, weekly, monthly basis and to how those events are handled by the Motorola SOC.

Public Safety Threat Alliance

Cyber threats to public safety agencies are increasing in scope, scale, and complexity; however, most agencies lack the cybersecurity capabilities required to mitigate risk and ensure continuity of public safety operations. To address this critical need, Motorola has established a cyber threat information sharing and analysis organization (ISAO) for public safety called The Public Safety Threat Alliance

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(PSTA). The PSTA is recognized by the U.S. Cybersecurity and Infrastructure Security Association (CISA), and highlights Motorola's commitment to public safety agencies and the communities they serve.

The PSTA will leverage cybersecurity risk information from across Motorola's Cybersecurity Services. This, paired with information from members and trusted partners including CISA, other ISAOs, and nonprofits dedicated to sharing cyber threat intelligence, will help generate actionable intelligence to improve members' cybersecurity posture, defense, and resilience against evolving threats to their public safety missions. In addition to the intelligence alerts and reports provided, other benefits included access to an automated threat feed, with context and tags, that can be fed into your SIEM or MDR solution and Dark Web monitoring that checks for activity, including the sale of credentials or mention of your organization's name. There is no cost for membership to the PSTA.

PSTA
Public Safety Threat Alliance
Public Safety ISAO

Learn more about membership to the PSTA at: https://motorolasolutions.com/public-safety-threat-alliance.

ABOUT MOTOROLA SOLUTIONS

Company Background and History

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services. Our communication solutions span infrastructure, devices, services and software to help our public safety and commercial customers be more effective and more efficient.

OUR VALUES

WE ARE INNOVATIVE

WE ARE PASSIONATE

WE ARE DRIVEN

WE ARE ACCOUNTABLE

WE ARE PARTNERS

Company Overview

Since 1928, Motorola Solutions, Inc. (formerly Motorola, Inc.) has been committed to innovation in communications and electronics. Our company has achieved many milestones in its history. We pioneered mobile communications in the 1930s with car radios and public safety networks. We made the equipment that carried the first words from the moon in 1969. We commercialized the first handheld portable scanner in 1980. Today, as a global industry leader, excellence in innovation continues to shape the future of the Motorola Solutions brand.

We help people be their best in the moments that matter.

Motorola Solutions connects people through technology. Public safety and commercial customers around the world turn to Motorola Solutions

innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

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Our customers rely on us for the expertise, services and solutions we provide, trusting our years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola Solutions' Corporate Headquarters is located at 500 West Monroe Street, Chicago, IL 60661. Telephone is +1 847.576.5000, and the website is www.motorolasolutions.com.

7.2 Solution Description

7.2.1 Solution Overview

Motorola Solutions ("Motorola") is pleased to present the proposed cybersecurity services for Los Angeles Police Department (hereinafter referred to as "Customer").

The following cybersecurity services are included in our proposal for the Customer's PremierOne system:

- **ActiveEye℠ Managed Detection & Response for PremierOne**
  - Endpoint Detection and Response
- **Motorola Security Operations Center (SOC) Services**

7.2.2 Services Included

The ActiveEye service modules included in our proposal are presented below

Table 1. Service Modules

Endpoint Detection and Response (EDR)	• Carbon Black Defense + Threat Hunter • (3,139) EDR Total Endpoints • Online Storage Period: 30 Day Storage	PremierOne Clients (3,139) CAD (119), RMS & CAD Mobile (3,000), Training Environment (20)
Security Operations Center (SOC)	• Monitoring and Support	Service modules

7.2.3 Service Description

The ActiveEye Security Platform collects, manages, and analyzes security events. Built-in analytics examine multiple real-time threat intelligence feeds, reference past events, and follow playbooks to automate most actions. Analytics also prioritize events to quickly identify those that require remediation.

As a Security Orchestration, Automation and Response (SOAR) platform, ActiveEye speeds up remediation, using predefined or custom playbooks to automatically investigate and respond to threats.

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ActiveEye's automatic investigation capabilities include looking up threat intelligence, querying past data, adding recommended action notes to cases, and bringing event details to the main investigation screen. Its automated response capabilities include changing alert priorities, closing alerts, blocklisting files, removing files from systems or isolating hosts from the network.

This automated approach to threat identification and remediation eliminates more than 95 percent of false positives, allowing your team or our SOC analysts to shift their focus to more complex investigation and response tasks.

7.2.3.1 ActiveEye Managed Security Portal

The ActiveEye Security Portal, a cloud-based web application, enables improved coordination of cybersecurity efforts between your agency and Motorola Solutions. From this central platform, your agency's personnel will be able to view threat insights, event investigations, security reports, threat advisories, and the status of cases.

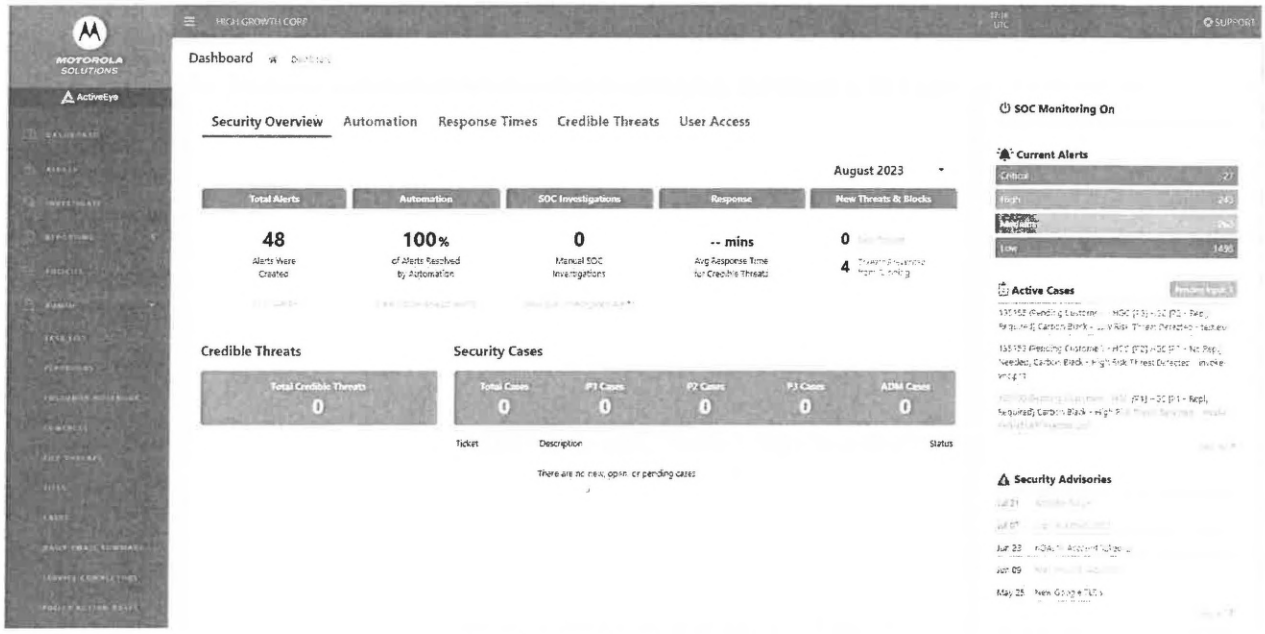

Figure 1 ActiveEye Portal

Dashboard

The ActiveEye dashboard provides a summary of key information It includes a snapshot of open alerts, alert categories, key performance indicators (KPI), open cases, and recent threat advisories. Users can also see more in-depth information, such as the number of security cases, alert details, alert trends, reports, and group communications.

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Security Cases

When a threat is identified, the SOC will create a security case. Through the ActiveEye Portal, your agency's personnel will be able to view details of current or past cases, create new cases, or respond to ongoing cases.

Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye records relevant data for each alert, enabling users to quickly view its trigger, the systems it impacts, and any actions taken to address the alert.

ActiveEye also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups are shown in ActiveEye, helping users spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye includes robust *ad hoc* reporting capabilities that provide important information about active and historical threats. Users can share information outside of ActiveEye by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

Security Advisories

ActiveEye also enables the SOC to share Security Advisories on active threats. These advisories guide security teams on how to take actions against threats and where to get more information.

Information Sharing

ActiveEye includes several other functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information-sharing functions include:

- **SOC Bulletins** - Instructions from your agency's personnel or the SOC that analysts reference when creating security cases. These can communicate short-term situations where a security case may not be required, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document your agency's environment and any specific network implementation details assisting the SOC investigation of security cases.
- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and your agency's personnel will jointly manage contact procedures.

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User Access

User access settings make it simple to add, update, and remove access to ActiveEye. Users may be given administrative access, allowing them to perform administrative tasks such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

7.2.3.2 Service Modules

One or more service modules can be integrated through the ActiveEye platform. These modules provide more information for ActiveEye to correlate, offering a clearer vision of events on your agency's network. In addition, modules enable security teams and analysts to more easily access and compare data from disparate systems.

Endpoint Detection and Response

If an attacker attempts to breach your existing security controls, it is critical to respond quickly. Integrating Endpoint Detection and Response (EDR) tools with the ActiveEye platform enables security analysts to respond to attacks and view threat intelligence in a single interface. Through the ActiveEye platform, analysts can isolate hosts, block files, allow files, and remove files.

See **Table 1. Service Modules** for subscription details.

7.2.3.3 Security Operations Center Monitoring and Support

ActiveEye MDR includes ongoing monitoring by Motorola Solutions SOC cybersecurity analysts to look for potential cybersecurity threats to connected networks, applications, and devices on a 24/7 basis.

The SOC team operates from secure, redundant locations in the United States, and can securely operate at remote locations if necessary. Team members complete regular training on customer data management and privacy to protect sensitive customer data. Based on their broad security experience, the SOC's analysts will recommend security device configurations and implement playbooks to increase focus on the most critical threats.

If a threat investigation requires input from your agency's security team, the SOC will create a security case and follow defined escalation procedures for each priority level. ActiveEye will enable your agency's personnel to view security cases and event investigation history.

In the event of a potential incident, the SOC will use data available in ActiveEye and access your agency's system to determine the extent of malicious activity. If needed, the SOC will add more detection policies to your agency's service modules.

7.3 Statement of Work

7.3.1 Project Deployment

In order to establish initial expectations for deployment, Motorola will work with Customer to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of PremierOne Managed Detection and Response.

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Motorola Responsibilities

- Motorola will schedule a service kick-off meeting with the Customer and provide information-gathering documents to the customer within one week of contract signature. The kick-off meeting will be conducted remotely at the earliest mutually available opportunity.
- Motorola will provide detailed requirements regarding Customer infrastructure preparation actions within one week of the kick-off meeting.
- Motorola will provision tools in accordance with the requirements of this Service, and consistent with information gathered in earlier phases. Motorola will also provide detailed, required Customer deployment actions within one-week of the completion of all infrastructure readiness tasks.

Customer Responsibilities

- The Customer must attend the kick-off meeting and complete information gathering documents as quickly and accurately as possible.
- The Customer must accomplish all infrastructure preparation tasks as quickly as possible.
- The Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements.

7.3.2 ActiveEye Platform

Motorola will provide 24/7 access to the ActiveEye platform. Motorola will notify Customer if access will be affected by scheduled maintenance.

Motorola Responsibilities

- Provide access to the ActiveEye portal for Customer and any identified, approved users. After initial deployment, Customer will have self-service access to add/remove/update user access as needed.
- Provide the services subscribed to, as noted in Table 2-1. Service.
- Make monthly services implementation and status reports available to Customer.
- Resolve platform issues and technical errors as documented by Customer.
- Retain security logs within ActiveEye. Security logs will be retained for the length of time designated by the long-term storage policy selected by Customer.

Customer Responsibilities

- Provide reasonable assistance to Motorola to perform the Service, as described in this SOW. This assistance includes, but is not limited to, technical assistance with issues that may require physical access to the devices affected by this Service, or virtual assistance with virtual environment issues that require administrative access to devices affected by this Service.
- Provide all technical, license, and service information requested in the implementation documents prior to the commencement of the Service.
- Perform all network and system integrations necessary for ActiveEye Service. This includes providing external connectivity for ActiveEye security components.
- Ensure network bandwidth of up to 40MB per host, per day.

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- Install agents on in-scope systems and devices, as required.
- Configure all necessary components of Customer's infrastructure to integrate with ActiveEye.
- Provide the name, email, landline telephone numbers, and mobile telephone number for all shipping, installation, and security Points of Contact (POC)s.
- Manage user access to the ActiveEye portal, creating new user accounts when needed and removing a user's access when it is no longer required.

7.3.2.1 Endpoint Detection and Response

Motorola Responsibilities

- Provide ports and protocols to the Customer for the EDR solution.
- Deploy and maintain EDR agents to PremierOne host environment.
- Configure EDR solution to enable ActiveEye connection for event/alert collection and response actions.

Customer Responsibilities

- Deploy and maintain EDR agents to required customer-owned client workstations and handheld devices, as applicable.
- Configure networking infrastructure to allow EDR agents to communicate with centralized server components.
- Comply/consent with the terms of applicable licenses, privacy statements, or other third-party agreements to the extent third-party software or services are utilized or provided by/through Motorola Solutions, including applicable EDR solution provider's end user license agreements ("EULAs"), if any.
- Obtain any third-party consent required to enable Motorola to provide the monitoring service, if applicable.

7.3.2.2 Technical Support

ActiveEye Managed Detection & Response Technical Support provides Customer with a toll-free telephone number and email address for ActiveEye Managed Detection & Response support requests, available Monday to Friday from 8am to 7pm CST. Support requests are stored in a ticketing system for accountability and reporting.

Motorola Responsibilities

- Notify Customer of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

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Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye platform and does not include use or implementation of third-party components.

7.3.3 Security Operations Center Monitoring and Support

Motorola's Security Operations Center (SOC) will provide continuous 24x7 monitoring through automated tools and review by trained security analysts. Motorola will analyze events and notify Customer in accordance with **Table 3-2.** Notification Procedures.

Motorola will start monitoring the Service in accordance with Motorola processes and procedures after deployment, as described in Section 3.1 Project Deployment.

Customer will be able to open a support request for the SOC via a toll-free telephone number or email address, available 24/7. Support requests are stored in a ticketing system for accountability and reporting.

7.3.3.1 Ongoing Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage Customer's defined Incident Response Process
- Attempt to determine the root cause and extent of compromise using existing monitoring capabilities in place as part of the Service.
- Analysis and support to help Customer determine if Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support incident response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a Network Map detailing Customer's network architecture for network(s) in scope for the Service, if available.
- Provide a timely response to SOC security incident tickets or investigation questions.
- Provide an established service window in which qualified IT personnel will be able to respond to major event escalations.
- Notify Motorola at least twenty-four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

7.3.3.2 Service Module Specific SOC Services

With this service, Motorola's SOC will provide specific services for ActiveEye platform service modules Customer is subscribed to. In addition, SOC services can be augmented by Advanced Threat Insights.

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The following describes these security operations modules.

Managed Endpoint Detection and Response

Motorola's SOC will consult with Customer on the deployment of the Endpoint Detection and Response (EDR) solution. The SOC will advise, on an ongoing basis, what security policies should be updated to optimize threat detection.

The SOC will consult with Customer to define a response automation plan that outlines the scenarios where the SOC should take automatic response actions on systems within Customer environment. In cases outside the automatic response scenarios, the SOC will open Security Cases with Customer with recommended actions and await approval before taking actions.

The SOC will track suspicious files and processes in Customer environment to report threat trends on what new threats are being discovered vs. previously seen threats.

Motorola Responsibilities

- Provide recommendations on endpoint security policy and configuration to optimize threat identification.
- Maintain, with input from Customer, an automatic response plan for defined endpoint security scenarios or malware types.

Customer Responsibilities

- Initiate response actions on endpoint solutions when not defined as automatic actions or not available as remote actions on the EDR solution in use.

7.3.3.3 Event Response, Notification, and Tuning

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify Customer in accordance with the following table.

Table 3-1: Priority Level Definitions and Response Times

Critical P1	Security incidents that have caused or are suspected to have caused significant and/or widespread damage to the functionality of the Customer's PremierOne system or information stored within it. Effort to recover from the incident may be significant. Examples: Malware that is not quarantined by anti-virus Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Public Holidays.

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High P2	Security incidents that have localized impact but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: Malware that is quarantined by antivirus. Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Public Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: Suspected unauthorized attempts to log into user accounts. Suspected unauthorized changes to system configurations, such as firewalls or user accounts. Observed failures of security components. Informational events. User account creation or deletion. Privilege change for existing accounts.	Response provided from 8:00a.m. to 5:00p.m. CST/CDT, Monday through Friday, excluding U.S. Public Holidays.
Low P4	These are typically service requests from the Customer.	Response provided from 8:00a.m. to 5:00p.m. CST/CDT, Monday through Friday, excluding U.S. Public Holidays.

Notification

Motorola will establish notification procedures with Customer, generally categorized in accordance with the following table.

Table 3-2. Notification Procedures

Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify Customer according to the escalation and contact procedures defined by Customer and Motorola during the implementation process.

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Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by Customer to preserve system and network resources.

Motorola will provide Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed properly deployed and configured and starts receiving data. During the tuning period, Motorola may make recommendations to Customer to adjust the configurations of their installed software so that Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will make best efforts to provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

Motorola Solutions Responsibilities

- Motorola will monitor the service and check in-scope assets are properly forwarding logs or events and that system scans are functioning. Motorola will notify the customer of any exceptions. Motorola will begin monitoring any properly connected, in-scope sources after the tuning period.
- Motorola will conduct initial tuning of the events and alarms in the service, as well as set up initial reports (User Access, Administration Events, and Configuration Findings Reports).

Customer Responsibilities

- Customer must provide appropriate connectivity for all in-scope assets to the service and address any exceptions noted by Motorola. Failure to do so will delay completion of future phases and will prevent Motorola from monitoring those sources.
- Customer must deploy tools, as applicable, in their environment, in accordance with provided requirements. Customer must engage the SOC team in discussing the tuning approach and confirm the configurations requested.

7.3.3.4 Limitations and Exclusion

This Service excludes any incident response support actions outside those outlined within this SOW, such as those that require Motorola personnel to directly access Customer devices, travel, deploy new tools, or direct specific actions. These services may be obtained from Motorola through a separate proposal.

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7.3.4 Scope Limitations & Clarifications

Service Limitations

Cybersecurity services are inherently limited and will not guarantee that Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this proposal. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns.

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

Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the United States (US) and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use anonymized, aggregated and/or generalized Customer data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long not specifically identifying Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used learned or developed in the course of providing services.

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Section 8

Exhibit H: CommandCentral Jail

Maintenance and Support Agreement #USC000181095 Term: 1/1/2025-12/31/2034

8.1 Solution Description

8.1.1 The CommandCentral Platform

The CommandCentral platform leverages a native integration with the PremierOne Records Management System (RMS) to expedite workflow processes and streamline the user experience. CommandCentral is an end-to-end platform of applications that unify data and streamline public safety workflows from call to case closure. Through single sign-on capabilities, personnel can access all CommandCentral modules with one agency username and password for a unified workflow. Access to specific data is inherited from the agency's role-based permissions.

CommandCentral is a cloud-based application delivered through a Subscription-as-a-Service (SaaS). With cloud-based services and an agile development methodology based on constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way throughout the subscription. When a new release is available within the solution, updates are automatically included and available to LAPD during the contract's lifespan.

Participating Agency

The designated participating agencies in CommandCentral Jail Management:

- Los Angeles Police Department's Six (6) Detention Facilities:
- Harbor
- Hollywood
- Metropolitan
- 77th Street
- Pacific
- Van Nuys

8.1.2 Solution Components

Motorola Solutions is including an agency-wide subscription to CommandCentral with the following solution components, features and functionalities being developed in collaboration with LAPD:

- Subscription-as-a-Service (SaaS) for CommandCentral.
  - Jail Management and Interfaces in production for Jail with PremierOne. Such as; AJIS, LiveScan, Guardian and VINE.

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- Project Management, CommandCentral Configuration/Provisioning, Professional Services and Training.

8.1.3 Jail Management

The proposed Jail Management Solution will provide powerful tools to gather a broad range of vital inmate and custody data. The intuitive module will include simplified booking processes and jail log information, enabling users to include multiple offenses on a single entry, and the ability to flag records enhancing safety for all users. The solution will capture and integrate detention data system-wide, creating seamless data flow, allowing users to process inmates from start to finish more efficiently.

Motorola and LAPD through its partnership will collaboratively develop the requirements for the proposed Jail Management Solution. CommandCentral Jail availability is scheduled for the first quarter of 2028, aligning with CommandCentral RMS. Cadence of product management activities will begin in early 2026 and continued through of completion Phase I and Phase II. If Phase I is not delivered by March 31, 2028, Motorola shall credit Customer the 2028 Jail Subscription Fee that will be applied to the 2029 Subscription. Phase II will be delivered iteratively based on LAPD's prioritization.

This collaborative endeavor will leverage Motorola's technological expertise and the LAPD's operational insights to create a comprehensive system designed to enhance the efficiency, security, and overall effectiveness of jail operations. The goal is to deliver a robust and adaptable system that streamlines current operations.

Jail Management Workflows that will be included:

- Pre-Booking Process (Phase I)
- Booking Process (Phase I)
- Assessments (Phase I)
- Searches (Phase I)
- Releases (Phase I)
- Jail Facility Management: (Phase II)
  - Movement
  - Inmate Alerts
  - Cell Check, Rounds and Meals
  - Visitation
  - Logs
- Existing Interfaces in production with PremierOne Booking Module/Jail
- Data Migration

8.1.4 PremierOne System Requirements

The CommandCentral solutions proposed require a minimum PremierOne platform version of 4.6.17 or later.

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8.1.5 Network and Hardware Requirements

CommandCentral Solutions will be available to be accessed from any device that supports an internet browser, preferably Google Chrome. Minimum device requirements are based on the supported internet browser and any other functions the device may also be used for. Additional browser extensions may be required to provide the user with an enhanced experience with CommandCentral.

Bandwidth requirements provided by LAPD to access CommandCentral must be a minimum of 10Mbps per device. LAPD is responsible for providing the minimum bandwidth to ensure users to do not experience performance issues when accessing CommandCentral.

8.2 Statement of Work

8.2.1 Introduction

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 the Los Angeles Police Department (hereinafter referred to as "LAPD"). When assigning responsibilities, the term "Motorola" includes our subcontractors and third-party partners.

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

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

Motorola and LAPD will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document, as well as subcontractors' SOWs (if applicable), does not imply or convey a software or subscription license or service that is not explicitly listed in the Agreement.

Due to the nature of the solutions proposed, the implementation shall be a collaboration between Motorola and LAPD. This is to ensure that both product functionality and delivery expectations are met. Once a month, at a minimum, Motorola shall engage with LAPD throughout the design and development of the solutions. This ensures outcomes are agreed upon and can be achieved.

8.2.2 Award, Administration, and Project Initiation

Project Initiation and Planning will begin following the execution of the Agreement between Motorola and LAPD.

Following the conclusion of the Project Planning Session, Motorola's Project Manager (PM) will conduct twice monthly, one-hour remote status meetings with LAPD's PM for the purpose of baselining the

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progress of current activities and the planning of future activities. Regular Check-In meetings (minimum bi-weekly) will be scheduled between Motorola and LAPD stakeholders. Meetings may be adjusted based on the needs of the project(s) and stakeholder(s). Following the conclusion of the Contract Design Review, the Motorola PM will prepare and submit monthly status reports to LAPD PM. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the project schedule, items of concern requiring attention as well as potential project risks and agreed-upon mitigation actions.

Motorola will use Microsoft Teams as the teleconference tool preferred by LAPD unless otherwise required.

8.2.3 Project Terms

The following project management terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of Motorola and LAPD.

Project Management Plan is composed of the Communications Management Plan, Risk Management Plan and Change Management Plan and provides the criteria for managing those tasks within the project.

8.2.4 Completion Criteria

Motorola Integration Services are considered complete upon Motorola performing the last task listed in the following sections of responsibilities or as specifically stated in Motorola Deliverables. LAPD task completion will occur per the Project Schedule enabling Motorola to complete its tasks without delay.

LAPD will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable. Failure to provide such notification within five (5) business days means LAPD is deemed to accept the completion or deliverable, as applicable.

As CommandCentral is provided as a subscription service, the subscription service period will begin upon LAPD's receipt of credentials required for access unless mutually agreed otherwise by project change order. In any event, absent a written notice of non-acceptance, beneficial use will be deemed to have occurred thirty (30) days after the demonstration of the product.

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

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8.2.5 Project Roles and Responsibilities

8.2.5.1 Motorola Project Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola PM. 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 method in fulfilling its commitments as outlined in this SOW.

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 PM.

Our experience has shown that Customers who assume ownership of the system early on and take an active role in delivery and training activities realize quicker user adoption and higher levels of success with system operation.

Motorola's Project Manager

A Motorola PM will be assigned as the principal business representative and point of contact for the organization. The PM'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 LAPD.
- Identify and manage project risks.
- Collaborative coordination of LAPD 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.
- Prepare and submit regular status reports that identify completed activities and current activities, including an updated Project Schedule and action item log.
- Provide timely responses to issues related to project progress.

Motorola's Application Specialist

The Motorola Application Specialist will work with the LAPD project team on system provisioning. The Application Specialist's responsibilities include the following:

- Provide provisioning training and guidance to the LAPD to set up, operate and maintain the system.
- Provide product training as defined by this SOW and described/developed in the Training Plan.

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Motorola's Solution Specialist

The Solution Specialist is responsible for influencing and driving optimal outcomes of the software solution. Specific responsibilities include the following:

- Consulting with LAPD on objectives and guiding best practice adoption.
- Driving early engagement of key project stakeholders to understand end-to-end workflows affecting outcomes.
- Providing training expertise that addresses LAPD's unique needs, objectives and requirements.

Motorola's Solution Architect

The Solution 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 meet contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

Customer Support Services Team

- Customer Support Services team will provide ongoing support following commencement of beneficial use of LAPD's System(s).

8.2.5.2 LAPD Core Team, Project Roles and Responsibilities

The success of the project is dependent on early assignment of a LAPD Core Team listed below. Motorola has defined the following key resources that are critical to this project and who must participate in all the activities further defined in this SOW. During the Project Planning phase, LAPD will be required to deliver names and contact information for the below-listed roles that will make up the LAPD Core Team. In many cases, LAPD will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on LAPD's operational and administration needs. The LAPD Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project and use of the system will convey the required knowledge to maintain the system after the completion of the project and drive change and user adoption. In some cases, one person may fill multiple project roles. The LAPD Core Team must be committed to participating in activities for a successful implementation. In the event LAPD is unable to provide the roles identified in this section Motorola may be able to supplement LAPD resources at an additional price.

LAPD's Project Manager

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

- Communicate and coordinate with other project participants.
- Manage LAPD project team, including timely facilitation of efforts, tasks and activities.

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- Maintain project communications with the Motorola PM.
- Identify the efforts required of LAPD staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from LAPD staff to present to the Motorola PM.
- Review the Project Schedule with the Motorola PM 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, LAPD 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 LAPD vendors' adherence to overall Project Schedule and Project Plan.
- 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 LAPD 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 for Motorola-provided milestone certifications and Change Orders within five (5) business days of receipt.

LAPD's Application Administrator(s)

The Application Administrator(s) manages LAPD-owned provisioning maintenance and LAPD code tables required to enable and maintain system operation. The Application Administrator's involvement will start prior to the Project Kickoff stage of the project. They will review and provide documentation requested in the Team Project Sync (TPS) packet, attend training as outlined in the Training Plan (e.g., provisioning and train-the-trainer) and remain engaged throughout the project. For solutions that consist of multiple Motorola products (e.g., CAD and Records), LAPD may elect to have multiple Application Administrators. The Application Administrator's responsibilities include the following:

- Participate in overall delivery and training activities to understand the software, interfaces and functionality of the system.

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- Work closely with the Subject Matter Experts (SMEs) during the Business Process Review (BPR), provisioning process, validation and training.
- 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.
- Facilitate escalation to and communication with Motorola Application Specialists during Go Live activities.

LAPD's Subject Matter Experts

The Subject Matter Experts (SMEs or Super Users) are the core group of users involved with the BPR and analysis, training and provisioning process, including making global provisioning choices and decisions. These members will be experienced users in the working area(s) they represent (dispatch, patrol, etc.); possess a working knowledge of the day-to-day operation; understand agency protocols as well as agency field use procedures; have the ability to gather the data needed from the legacy system; and will be empowered to make decisions related to provisioning elements, workflows and screen layouts.

LAPD's IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server and client infrastructure. They must also be familiar with connectivity to internal, external and third-party systems to which the Motorola system will interface.

LAPD's Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are LAPD's training monitors. They will be responsible for the development of agency-specific training material aside from the Motorola-provided documentation. This role will serve as the first line of support during Go Live for LAPD end users.

LAPD's User Agency Stakeholders

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

8.2.5.3 General LAPD Responsibilities

In addition to LAPD Responsibilities stated elsewhere in this SOW, LAPD is responsible for:

- All LAPD-provided equipment, including hardware and third-party software necessary for the delivery of the Solution not specifically listed as a Motorola Deliverable. This will include end user workstations, network equipment and the like.
- Configuration, maintenance, testing and support of the third-party systems LAPD operates which will be interfaced to as part of this project. For those third-party systems, LAPD is

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responsible for providing Application Programming Interface (API) documentation that details the integration process for the level of interface integration defined by Motorola.

- Initiate, coordinate and facilitate communication between Motorola and LAPD's third-party vendors as required to enable Motorola to perform its duties.
- Active participation of LAPD Core Team in project delivery meetings and working sessions during the course of the project. LAPD Core Team will possess requisite knowledge of LAPD operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of LAPD specific information and code tables. 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.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions, as defined/developed in the Training Plan.
- Ability to participate in remote project meeting sessions using LAPD-provided Microsoft Teams.

8.2.5.4 LAPD Environmental Design Considerations

LAPD will work with Motorola on the setup and configuration of the LAPD firewall in order to allow traffic from CommandCentral. The following environmental requirements must be met by LAPD in order to enable Motorola to complete the installation activities presented in this SOW:

LAPD Responsibilities

- Provide connectivity between the various networks.
- Provide 24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment and maintenance.
- Provide backup power, as necessary.
- Provide Internet access to Motorola server(s) and devices used for solutions as outlined in the Solution Description. This includes software licenses, media and installation support from LAPD's IT personnel.
- Responsible for any electrical or infrastructure improvements required at LAPD's facility.
- Provide backhaul equipment, installation and support costs.
- Provide devices such as workstations, tablets and smartphones with Internet access and browser (preferably Google Chrome) in order to use the CommandCentral solutions.
- 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, LAPD 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 LAPD third-party upgrades.
- If interfaces are being included in this offer, LAPD is responsible to mitigate the impact to third-party systems and to include CommandCentral interfaces that result from LAPD upgrading a

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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 Solution Description; i.e., power and network requirements.

8.2.6 Project Planning

A clear understanding of the needs and expectations of both Motorola and LAPD are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, create the Project Management Plan and project schedule, and set the foundation for a successful implementation.

8.2.6.1 Project Planning Session – Teleconference/Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both Motorola and LAPD PMs to meet and review key elements of the project as well as expectations of each other. The agenda typically includes:

- A high-level review of the following project elements:
  - The Agreement documents.
  - A summary of the contracted applications, query(ies) and interface(s) and bill of materials.
  - Project delivery requirements as described in this SOW.
  - Which tasks will be conducted by on-site Motorola resources as well as the activities when the Motorola PM will be on-site.
  - LAPD involvement in provisioning to confirm understanding of the scope and required time commitments.
  - The high-level Project Schedule milestones and dates.
  - The Project Management Plan structure.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review CommandCentral Admin and Learning Management Portal (formerly known as Learning eXperience Portal (LXP) computer-based training) roles in the Project Plan and provide LAPD User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance and monitoring).
- Discuss LAPD's obligation to manage change among the stakeholder and user communities.
- Review Software System completion criteria and the process for transitioning to support.

Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Schedule regular cadence Check-In for each CommandCentral Solution.

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- Request the assignment and attendance of the LAPD Core Team and any additional LAPD resources that are instrumental in the project's success, as needed.
- Provide the initial Project Schedule and Project Management Plan.
- Conduct a review of the Project Management Plan for each CommandCentral Solution.
- Baseline the Project Schedule for each CommandCentral Solution.
- Review Motorola's delivery approach and its reliance on LAPD-provided remote access.
- Request user information required to establish LAPD in the Motorola Learning Management Portal.
- Establish LAPD within the CommandCentral cloud platform enabling CommandCentral as outlined in the Solution Description.
- Provide LAPD with a web link (URL) to the CommandCentral Admin portal.

LAPD Responsibilities

- Identify LAPD Core Team and any additional LAPD resources that are instrumental in the project's success, as needed.
- Collaborate with the Motorola Project Team on the Project Schedule for each CommandCentral Solution.
- Provide Learning Management Portal and CommandCentral user information: first name, last name, unique email address and role.
- Verify LAPD Administrator(s) have access to the Learning Management Portal and CommandCentral Admin portal.

Motorola Deliverables

- Project Management Plan.
- Project Schedule.
- Active CommandCentral instance.

8.2.7 CommandCentral Enablement – Agency and User Setup

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

LAPD Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the CommandCentral Admin training.

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- Use the CommandCentral Admin portal to set up CommandCentral administration and user passwords, and provision the agency's CommandCentral users and permissions.

Motorola Deliverable

- Initial agencies and users have been configured.

8.2.8 Business Process Review (BPR)

The BPR is a series of Motorola-led meetings to capture LAPD established processes and workflows. This will start with overall operational discussions and will conclude with details of individual report and application fields.

Motorola Responsibilities

- Provide the BPR Agenda/Workbook prior to the meeting (in electronic format).
- Review existing processes.
- Review LAPD reporting requirements.
- Review the state-required reporting requirements.
- Review any other existing form(s) used by agency(s) (e.g., existing paper form or software).
- Complete BPR Workbook(s) for contracted Product categories.

LAPD Responsibilities

- Review the BPR Agenda/Workbook prior to the meeting.
- Ensure the availability of the Core Team.
- Provide Motorola with copies of completely populated examples of current forms and printouts.
- Review completed BPR Workbook.

Motorola Deliverable

- Completed BPR Workbook.

8.2.9 CommandCentral Provisioning

Provisioning is the process of configuring CommandCentral to function based on the requirements in the Solution Description and BPR Workbook. The provisioning process is conducted by Motorola with input from LAPD.

Motorola Responsibilities

- Configure CommandCentral Jail based on BPR Workbook.
- Configure CommandCentral data capture forms.
- Provide a remote demonstration of the provisioned CommandCentral Jail Management capabilities.

LAPD Responsibilities

- Assign SMEs to participate in the Motorola requests for information and provisioning process.

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- Provide feedback on specific data field changes that differ from the originally agreed-upon configuration.
- Create and provide any agency-specific user training required to ensure users understand the processes and workflows.

Completion Criteria

- Conclusion of the remote demonstrations.

8.2.10 Solution 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 (on-site or remote). Training delivery methods vary depending on course content. Training is delivered in accordance with the Training Plan.

8.2.10.1 Learning Management Portal (formerly known as Learning eXperience Portal (LXP) Online Training)

Training is made available to LAPD, 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. Content is added and updated on a regular basis to keep information current.

Motorola Responsibilities

- Configure a LAPD-specific portal view.
- Create a learner access account to the portal for each user name provided by LAPD.
- Provide instruction to LAPD LXP Administrator on building groups.
- Provide course numbers for self-learning for Jail Management.
- Deliver User Guides and training materials in electronic format for Jail Management.

LAPD Responsibilities

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

8.2.10.2 Project Completion Milestone

Activation of service occurs following the conclusion of the delivery of the remote demonstration(s) and Instructor-Led Training(s) for each CommandCentral solution. At this point, the project is considered complete, the completion milestone will be recognized and the subscription service period begins immediately for the CommandCentral solution.

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8.2.11 Transition to Support

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 LAPD to Motorola Customer Support.
- Supply LAPD with instructions for engaging support.

LAPD Responsibilities

- 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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Exhibit I. CLIPS Enhancements

9.1 CLIPS Message Queues (Messaging/Routing)

Motorola will add CLIPS functionality to support Message Queues (messaging/routing) in CLIPS as part of the CLIPS deployment at the project. Message Queues will assist LAPD with reducing or eliminating the need to print certain messages for internal distribution. The message queues will support a user forwarding a message to a specific mnemonic via CLIPS. Administrative access will support the control of mnemonic destinations, user permissions, and search history capabilities. CLIPS is a CommSys standard product.

Motorola Responsibilities

- Procure required CLIPS licensing to support Message Queues (messaging/routing).
- Configure interface to support messaging/routing functionality.
- Provide instruction to LAPD on process to perform updates to configuration (mnemonic destinations, user permissions)
- Demonstrate messaging/routing functionality supports forwarding and printing specified messages.

LAPD Responsibilities

- Provide information required to configure messaging/routing functionality (mnemonic destinations, user permissions).
- Acknowledge completion milestone upon demonstration of messaging/routing functionality.

9.2 CLIPS Pre-Fill

Motorola will deliver the CLIPS Outbound API in response to incoming CLIPS Prefill Messages. The Response messages support sending the FCN/NIC numbers back to RMS and the ability to push pdf files of inquiry responses to RMS for consumption. This scope also includes the services related to inbound Prefill testing from RMS to CLIPS as well as outbound testing from CLIPS to RMS.

Motorola Responsibilities

- Procure required CLIPS licensing to support CLIPS Prefill Messages.
- Configure interface to support functionality described above.
- Demonstrate the interface successfully supports the two-way functionality between RMS and CLIPS.

LAPD Responsibilities

- Acknowledge completion milestone upon demonstration of described functionality.

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Exhibit J: Terms and Conditions

Master Customer Agreement

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

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer's purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"), which are attached hereto as Exhibits. To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document. Exhibit C "Certificate of Completion" and Exhibit D "Functional Matrix" are attached to and incorporated by reference to this MCA.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola ("**Equipment**"), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term ("**Licensed Software**"), and (c) license cloud- based software as a service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") to Customer, to the extent each is set forth in an Ordering Document, for Customer's own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as "**Products**", or individually as a "**Product**". At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

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

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services

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

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

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

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

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

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

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

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or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

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

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

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

3. Term and Termination.

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

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Ordering Document may be separately terminable as set forth therein. In the event Customer terminates this Agreement as provided in this section, Customer may procure, upon such terms and in the manner as Customer may deem appropriate, services substantially similar in scope and level of effort to those so terminated, and Motorola shall be liable to Customer for all of its reasonable costs and damages, including, but not limited to, any reasonable excess costs for such services.

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

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Agreement by providing Motorola with written notice of suspension. Upon receipt of the notice of suspension, Motorola shall immediately cease the services suspended and shall not incur any additional obligations, costs or expenses to Customer until Customer gives written notice to recommence the services. In the event of a suspension under this provision, and provided that said suspension is not a result of Motorola's failure to perform, the Parties will negotiate in good faith a change order which addresses any reasonable charges that may be incurred because of the delay specifically applicable to the work being performed during the applicable delivery milestone. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

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

4. Payment and Invoicing.

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

Notwithstanding any other provision of this Agreement, including any exhibits or attachments incorporated therein, and in order for Customer to comply with its governing legal requirements, Customer shall have no obligation to make any payments to Motorola unless Customer shall have first made an appropriation of funds equal to or in excess of its obligation to make any payments as provided in this Agreement. Motorola agrees that any services provided by Motorola, purchases made by Motorola or expenses incurred by Motorola in excess of the appropriation(s) shall be free and without charge to the Customer and the Customer shall have no obligation to pay for the services, purchases or expenses. Motorola shall have no obligation to provide any services, provide any equipment or incur any expenses in excess of the appropriated amount(s) until Customer appropriates additional funds for this Agreement. Motorola will not be obligated to perform any services or provide any equipment until Customer has confirmed that funds have been appropriated.

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

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

The invoice must contain the following:

A. Name and address of company or firm;

B. Name and address of the contracting department; C.

Date of the invoice and period covered;

D. Reference to contract number;

E. Description of the completed task and amount due for the task; F.

Copy of the invoices and payments to third parties, if any;

G. Payment terms, total due, and due date;

H. Certification by a duly authorized officer of the Contractor; I.

Discounts and terms (if applicable);

J. Remittance address (if different from company address); and

K. Percentage of maximum allowable compensation against which services have been billed to date, and percentage of maximum allowable compensation remaining.

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

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

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

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

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by

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

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

6. Representations and Warranties.

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

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

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

6.4. Pass-Through Warranties. Without limiting Customer's rights with respect to Motorola's warranties under this Agreement, if Motorola provides any deliverables covered by a third-party manufacturer's warranty or indemnity, or both, Motorola shall: (i) provide Customer with a copy of each such warranty or indemnity; and (ii) if such warranty or indemnity does not by its terms pass through to the end-user, then to the extent permitted, Motorola shall assign to Customer or otherwise cause the manufacturer to grant to Customer all warranties and indemnities provided by such manufacturer.

6.5. WARRANTY DISCLAIMER. The warranties set forth herein do not apply to: (i) defects or damage resulting from: use of the equipment or software in other than its authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; and v) normal or customary wear and tear.

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

7. Indemnification.

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

7.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "**Infringing Product**") directly infringes a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 7.2 – Intellectual Property Infringement** are conditioned upon:

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(a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

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

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

7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THREE TIMES THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING

SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

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

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

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

9. Confidentiality.

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

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

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

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

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Products and Services or by Motorola's support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, customer lists and customer credit card or consumer data, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; **"Third-Party Data"** means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; "**Motorola Data**" means data owned or licensed by Motorola; "**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services.

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

expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement. Motorola shall not use Customer Data for any purpose other than that of rendering the services under this Agreement, nor sell, assign, lease, dispose of or otherwise exploit Customer Data. Motorola shall not possess or assert any lien or other right against, or to Customer Data. Customer may request an export of Customer Data stored within the systems or held by Motorola in any form or format at no charge to Customer.

10.4. Subject to the restrictions articulated elsewhere in this Agreement, Customer grants Motorola a non- transferable, non-exclusive, terminable at-will license, solely for the term of this Agreement, to use Customer Data solely for purposes of performing the services pursuant to this Agreement for Customer's benefit.

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

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any

provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

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

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

10.10. Data Protection. Motorola shall protect, using secure means and technology that is commercially available and standard for public safety communications, Customer Data or consumer-provided data acquired in the course and scope of this Agreement, including but not limited to customer lists and customer credit card or consumer data. Motorola shall notify Customer in writing within twenty-four (24) hours of Motorola's discovery of any unauthorized access of Customer Data (a "Data Breach"), or of any incident affecting, or potentially affecting Customer Data related to cyber security (a "Security Incident"), including, but not limited to, denial of service attack, and system outage, instability or degradation due to computer malware or virus. Motorola shall begin remediation immediately. Motorola shall provide daily updates, or more frequently if required by Customer, regarding findings and actions performed by Motorola until the Data Breach or Security Incident has been effectively resolved to Customer's satisfaction. Motorola shall conduct an investigation of the Data Breach or Security Incident and shall share the report of the investigation with Customer. At Customer's sole discretion, Customer and its authorized agents shall have the right to participate in the investigation. Motorola shall cooperate fully with the Customer, its agents and law enforcement.

10.11. Except where the liability is primarily attributable to the Customer's negligence, if Customer is subject to liability for any Data Breach or Security Incident, then Motorola shall fully indemnify and hold harmless Customer and defend against any resulting actions. Motorola is responsible for all costs required by law associated with a Data Breach or Security incident.

10.12. Compliance with Identity Theft Laws and Payment Card Data Security Standards. Motorola shall comply with all applicable identity theft laws including without limitation, laws related to: (1) payment devices; (2) credit and debit card fraud; and (3) the Fair and Accurate Credit Transactions Act ("FACT A"), including its requirement relating to the content of transaction receipts provided to customers. Motorola also shall comply with all requirements related to maintaining compliance with Payment Card Industry Data Security Standards ("PCI DSS"). During the performance of any service to install, program or update payment devices equipped to conduct credit or debit card transactions, including PCI DSS services, Motorola shall verify proper truncation of receipts in compliance with FACTA.

11. Force Majeure; Delays Caused by Customer.

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

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11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2**

– Delays Caused by Customer, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

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

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

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation

("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days

of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

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

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products

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and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, at its discretion, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

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

Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In addition to those rights available to Customer pursuant to PSC-16, Retention of Records, Audit and Reports, Motorola shall provide Customer or Customer's duly authorized representatives access, for the purposes of audit and investigation, to any and all books, documents, papers, records, deliverables, and software documentation pertaining to any past, current, or future (i) transactions between Customer and Motorola, (ii) work requested to be performed of Motorola, or (iii) demands for payment by Motorola. Motorola further agrees to maintain such records for a period of three (3) years after final payment under the Agreement.

13.3. Assignment and Subcontracting. Motorola may not, unless it has first obtained the written permission of

Customer:

A. Assign or otherwise alienate any of its rights under this Agreement, including the right to payment; or

B. Delegate, subcontract, or otherwise transfer any of its duties under this Agreement.

C. Written permission of Customer for Motorola's assignment will not be unreasonably withheld.

13.4. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.

Restriction on Disbursements to Subcontractors:

A. If applicable, no money received pursuant to this Agreement by the Contractor shall be disbursed to any subcontractor except pursuant to a written agreement which incorporates the applicable provisions of this Agreement and unless the subcontractor is in compliance with City requirements with regard to accounting and fiscal matters, to the extent that they are applicable.

B. Records and Audits of Subcontracts:

(1) Records shall be maintained in accordance with requirements prescribed by the City with respect to all matters covered by any subcontract. Such records shall be retained within the Los Angeles Area for a period of five (5) years after receipt of final payment under this Agreement, unless authorization to remove them is granted in writing by the City;

(2) Expenditures pertaining to subcontracts shall be supported by properly executed documents evidencing in detail the nature of the charges;

(3) At such times and in such forms as the City may require, there shall be furnished to the City such statements, records, reports, data and information as the City may request pertaining to matters covered by any subcontract, and

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(4) These records shall be made available to the City for copying, audit, and inspection at any time during normal business hours.

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

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

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

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

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

13.10. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt. Formal notices, demands, and communications from Motorola shall be given to the Customer's Representative with copies to the Customer's Project Manager.

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

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

13.13. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed

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by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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

Motorola: Motorola Solutions, Inc.	**Customer: [_____]**
By: T. Boettcher	By: _____
Name: Travis Boettcher	Name: _____
Title: CVP Software Sales & Go-to-Market	Title: _____
Date: 05/01/2026	Date: _____

Exhibit C

CERTIFICATE OF COMPLETION

Customer Name: Los Angeles Police Department

Project Name:

Contract

Number: Date:

Motorola Solutions, Inc. Project Manager certifies that the below listed milestone(s) have been completed. Please recognize mutual acceptance by signing below and return to your Motorola Project Manager.

Milestone Event:

- Payment Milestone Description

Milestone Payment: This milestone ***IS*** an invoice event. An invoice will be generated upon receipt of this signed certificate for the below listed amount:

Payment Milestone Description	Milestone Value
Total	

Punch-list Items:

I want to thank you and your team for allowing Motorola Solutions to service your public safety needs. Please do not hesitate to contact me with any questions and/or concerns.

The undersigned acknowledges completion of the listed Milestone Event or provide Motorola written notification that it does not accept the completion of task within five (5) business days after receipt of the Certification of Completion.

Customer Representative:

Print Full Name:

Title:

Signature:_____

Date:_____

Motorola Representative:

Print Full Name:

Title:

Signature: _____

Date: _____

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EXHIBIT D

Entitlement to Cloud

In addition to the proposed on premise system for the LAPD, this contract also includes migration entitlement for a hybrid solution which will enable the LAPD to transition to Motorola's cloud-based suite. The entitlement for the LAPD in this hybrid solution includes:

- Hybrid functionality and new Cloud Capabilities will be included in this contract and at no cost to the LAPD, based on the hybrid solution description in this document.

- Cloud migration (entitlement to adopt Cloud functionality which replaces contracted on premise functionality as it becomes available and meets the needs of LAPD users) is included in the contract, at no cost to the LAPD.

The hybrid solution for the LAPD includes Cloud migration entitlement. This migration entitlement further enables the following:

- The LAPD will be entitled to participate in Cloud product(s) demonstrations and trials to validate product(s) functionality and how the LAPD's workflows and desired outcomes may be accomplished through Cloud product(s).
- The initial release of Motorola's Cloud suite, known as Command Central Suite) was June 30, 2021 and subsequent feature releases planned at least twice annually to provide desirable functionality and performance.
- New Cloud product(s) which provide features and benefits over and above the hybrid on premise contracted system will be reviewed with the LAPD and may be offered at an additional cost via Change Order.
- Motorola will demonstrate Cloud functionality at a mutually agreeable cadence.
- Correlated product(s) (i.e. CAD, RMS, Mobile) and work with the LAPD to show Progress reports of how product(s) and service(s) are moving to native Cloud environments and operations.
- Motorola will assign a Customer Success Advocate (CSA) who will communicate roadmap updates with regular frequency (i.e. quarterly) and help educate LAPD representatives on how these features could provide benefit and improve adoption and usage of the Cloud platform. The CSA will also capture customer feedback as part of our ongoing roadmap development to best understand and meet the needs of the industry.

During the contract term, the LAPD and Motorola will work in good faith to mutually develop a migration schedule, training (train-the-trainer), and product(s) which suit the LAPD's needs in the Cloud environment, including any agreed changes to maintenance, training, and other on-premises services set forth in the initial purchase no longer required as a result of the cloud migration. This agreement creates no obligation of the LAPD to pay additional amounts for above and beyond the costs agreed hereto, and in the event there are no acceptable, correlated Cloud product(s) available from Motorola, in whole or in part, the LAPD may remain in the on premise "hybrid" mode of operation. Additional information regarding complete or partial migration is as follows:

- In the event that partial correlated functionality is made available, the remaining hybrid 'on premise' functionality will continue to be supported in the on premise mode of support as needed through the term

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of the contract. In the event that contracted products or functionality are discontinued and re-introduced in new product(s), Motorola will not charge an additional fee or cost for those new products which are required to maintain correlated functionality.

- At its discretion, Motorola may continue to support discontinued products in this Agreement, in lieu of new or replacement offerings, but this does not negate Motorola's responsibility to provide a correlated native-cloud system.

- Interfaces Data Egress Fees -Notwithstanding any other provision of this Agreement, Motorola Solutions, Inc. ("Vendor") hereby expressly agrees and warrants that no data egress fees, data transfer fees, data extraction fees, bandwidth charges, or any other costs or surcharges of any kind associated with the transmission, export, replication, or migration of Records Management System ("RMS") data from Vendor's cloud-hosted environment via Motorola Solutions integration methods shall be assessed, invoiced, or otherwise charged to the City of Los Angeles, acting through the Los Angeles Police Department ("Customer"), in connection with Customer's transfer or download of any such RMS data to Customer's on-premises data lake or any other Customer-controlled infrastructure via Motorola Solutions integration methods. This waiver of egress fees shall apply to all data transfers regardless of volume, frequency, format, and shall remain in full force and effect for the entire Term of this Agreement.

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Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this "**EPSLA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [____] (the "**MCA**"). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

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

2. Delivery of Equipment and Licensed Software.

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

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

2.3. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non- transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for

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Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

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

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

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

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

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

4. Term.

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

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

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

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

6. Representations and Warranties; Liability.

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

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

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

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

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

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

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Software Products Addendum

This Software Products Addendum (this "**SPA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [_____] (the "**MCA**"), and the applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

9. Addendum. This SPA governs Customer's purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties' Agreement. A "**Software System**" is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum ("**SSA**"), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum ("**EPSLA**"), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

10. Software Systems; Applicable Terms and Conditions.

10.1. On-Premise Software System. If Customer purchases an "on-premises Software System," where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer- Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the "**System Warranty**"). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an "**Add-On Subscription**"). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

10.2. On-Premise Software System as a Service. If Customer purchases an "on-premises Software System as a service," where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

10.3. Cloud Hosted Software System. If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

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10.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

11. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the applicable Ordering Document) (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("**Product Completion Date**"), which may occur before the System Completion Date. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

12. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the MCA.

13. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

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

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15. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("**API**") offered sold in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, determines to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

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

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

18. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

18.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

18.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

18.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

19. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch ("**CAD**") or Records Products under this SPA.

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

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

20. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software.

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

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

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

21. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum**; **Section 2 – Software Systems; Applicable Terms and Conditions**; **Section 6 – Prohibited Use**; **Section 9 – Applicable End User Terms**; **Section 13 – Survival**.

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Subscription Software Addendum

This Subscription Software Addendum (this "**SSA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the entity set forth in the signature block below or in the MCA ("**Customer**"), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [__] (the "**MCA**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer's purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, 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 Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

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

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

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Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Subscription Software License and Restrictions.

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

3.2. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

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

4. Term.

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

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specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. 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 Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the MCA.

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6. Liability.

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

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term**; **Section 5 – Payment**; **Section 6.1 – Additional Exclusions**; **Section 8 – Survival**.

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ATTACHMENT C

THE FEDERAL BUREAU OF INVESTIGATION CRIMINAL JUSTICE INFORMATION SYSTEMS SECURITY ADDENDUM

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) – the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor – a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____ _____

Printed Name/Signature of Contractor Employee Date

_____ _____

Printed Name/Signature of Contractor Representative Date

_____

Organization and Title of Contractor Representative

ATTACHMENT D

PROJECT CHANGE AUTHORIZATION FORM

Change Authorization Form

Item Modified: _____

Description: _____

Change Value: _____

Approval Signature: _____

Name: _____

Company: _____

Date: _____

Agreement Signature: _____

Name: _____

Company: City of Los Angeles

Date: _____