

CITY OF WAUKESHA

MCC7500E PROJECT OCTOBER 19, 2021

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TABLE OF CONTENTS

Section 1

Proposed Dispatch Console

- 1.1 DISPATCH CONSOLE CONFIGURATION FOR the City of Waukesha
- 1.2 Embracing Interoperability and Integration
- 1.3 Making Consoles Easy to Operate
- 1.4 Protecting Consoles and Communications
- 1.5 Incorporating Console Configuration and management
- 1.6 Dispatch Console Solution Components
- 1.7 Site Diagram

Section 2

Statement of Work

- 2.1 Motorola Responsibilities
- 2.2 City of Waukesha Responsibilities

Section 3

Service/Warranty

Section 4

Equipment list

Section 5

Project Schedule

Section 6

Training

- 6.1 Training Overview
- 6.2 Motorola Solutions Training
- 6.3 Proposed Training for the City of Waukesha

Section 7

Pricing

Section 8

Payment Terms

Section 9

Contractual Documentation

Section 10

Services Statements of Work

- 10.1 Network Monitoring Statement of work
- 10.2 Technical Support Statement of Work
- 10.3 Customer Technician Dispatch STatement of Work
- 10.4 Infrastructure Repair with Advanced Replacement
- 10.5 Security Update Service (SUS) Statement of Work
- 10.6 System Upgrade Agreement (SUAII) Statement of Work

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October 19, 2021

Brian D. Jansen Emergency Communications Center Supervisor City of Waukesha Police Department 1901 Delafield St. Waukesha, WI 53186

Subject: MCC7500E Project

Dear Mr. Jansen,

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

Motorola Solutions' proposal is subject to the terms and conditions of the Master Purchase Agreement between Motorola Solutions and WCA Services, Inc. dated 11/20/2012 as well as the enclosed Maintenance, Support and Lifecycle Management Addendum (collectively, the "Agreement"), and remains valid until 12/10/21. The County may accept this offer by issuing a valid purchase order to Motorola Solutions referencing this proposal and the Agreement.

Any questions City of Waukesha has regarding this proposal can be directed to Mary Ehrsam, Account Manager / Front Line Sales (FLS) at 608-769-0959, (mary.ehrsam@motorolasolutions.com).

Our goal is to provide City of Waukesha with the best products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely.

Lisa Beyer

Area Sales Manager

1000 Beyon

PROPOSED DISPATCH **CONSOLE**

Motorola Solutions, Inc. (Motorola Solutions) proposes our MCC 7500E dispatch console to provide the City of Waukesha with the confidence of state-of-the-art secure communications. seamless IP-based connectivity, flexible system architecture with scalable components, and centralized console management for their backup dispatch center.

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

DISPATCH CONSOLE CONFIGURATION FOR THE CITY OF 1.1 WAUKESHA

The proposed console will interface seamlessly with OASIS ASTRO® 25 system.

The proposed solution offers the City of Waukesha 4 dispatch positions. The figure titled "MCC 7500E Dispatch Position" shows an MCC 7500E operator position.





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

The table titled "Dispatch Locations" outlines the number of consoles and their location.

Table 1: Dispatch Locations

Number of Operator Positions	Location Name
4	City of Waukesha Backup Dispatch

1.2 EMBRACING INTEROPERABILITY AND INTEGRATION

Motorola Solutions is an active participant in establishing P25 standards for interoperability. The proposed console is a key component for the interoperability of the ASTRO 25 system. When a situation requires coordination between multiple agencies, the proposed dispatcher can patch together Mutual Aid radios and required subscribers on the ASTRO 25 system (see the figure titled "Mutual Aid Components").

Incident conversations are seamless from the moment of the patch initiation and can be recorded like any talkgroup conversation within the Land Mobile Radio (LMR) network. The dispatcher can also take part in and monitor conversations for the duration of the incident, as necessary.

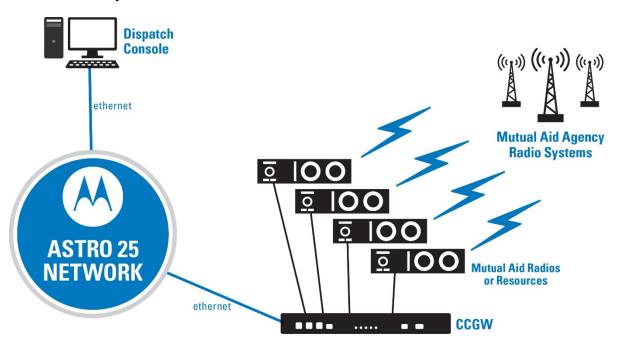


Figure 1-2: Mutual Aid Components - Mutual Aid agency radio systems connect to the ASTRO 25 network through a CCGW.

1.2.1 Integration with the ASTRO 25 Network

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

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

1.2.2 Connection to ASTRO 25 System

The flexibility of the ASTRO 25 system architecture allows the connection of the proposed console to be suited specifically to the City of Waukesha's needs.

Dual Site Link

The proposed console site for the City of Waukesha is remote from the core site and features redundant site links to provide path diversity. The console site has two logical connections to the core site with each connection using a different core router.

Each console site gateway provides an interface that handles the following IP traffic between the proposed console center and the OASIS System's ASTRO 25 core site:

- Network management traffic.
- Call control and audio traffic for all the calls being handled by the dispatch positions.

The site gateways fragment large IP packets according to industry standards, prioritize packets, and convert Ethernet data to the desired transport medium.

LAN Switches

The site LAN switches provide LAN interfaces for console site equipment and a LAN port for the link to the core site. Through the switch, service technicians can access the system's configuration manager and service the equipment.

Advanced Conventional

This license provides the dispatcher with the ability to control ASTRO 25 conventional channels and/or MDC 1200 channels.

Conventional Base Station Interfaces 1.2.3

The proposed consoles access and control the City of Waukesha's analog and digital conventional base stations through the use of Enhanced Conventional Channel Gateways (ECCGW). The console processes audio received from the station and controls various features on the stations, such as frequency selection, private line selection, and repeater on/off.

Additionally, the ECCGWs allow for recovery of MDC 1200 and digital signaling, such as unit ID and emergency alarm. One low density conventional channel gateways (CCGWs) has been included with 4 resource ports.

MAKING CONSOLES FASY TO OPERATE 1.3

Motorola Solutions designs its proposed console to provide mission-critical audio between the dispatcher and users in the field. It is optimized for real-time audio, prioritizing emergency calls over other traffic, and minimizing voice queuing. Using robust error

mitigation to maintain call quality even when the system is heavily loaded, the proposed console reduces communication errors that may force dispatchers or radio users to repeat their transmissions.

1.3.1 Customizable Dispatch Interface

The proposed console provides dispatchers with a graphical user interface (GUI) that can be customized by agency or by individual users to optimize user efficiency. Based on dispatcher preference, the proposed GUI can be customized to show details of trunked and conventional RF channels on a per-channel basis.

Busy dispatchers can respond to a missed call by simply clicking on an entry in the Activity Log. The number of calls and call information displayed in the Activity Log is customizable to suit the needs of the user. The status of Auxiliary I/Os can be easily interpreted from the GUI with the use of familiar graphical icons, such as a door shown open or closed.

Inbound Event Display

For those users who prefer a call-based GUI, the proposed console supports the Inbound Event Display (IED) GUI. The IED GUI displays incoming radio events in a queue format. The dispatcher can manage and respond to these events directly from the queue.

Filtering and sorting features are available to allow the information in the queue to be tailored to the needs of the dispatcher. The console can be configured to operate in "quiet mode" when using the IED GUI. This is well suited to customers who operate in a Request-To-Talk (RTT) environment.

1.3.2 **Auxiliary Inputs/Outputs**

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware that is independent of the dispatch positions in a system and may be accessible to multiple dispatch positions. Aux I/O Servers provide the Aux I/O feature for the consoles.

Aux I/Os have not been included for the City of Waukesha's backup dispatch center at the EOC.

1.3.3 Standard Radio Transmission and Reception

A typical proposed dispatch position has a headset and two speakers. One speaker is for selected audio and the second speaker is for all remaining unselected audio. Additional speakers can be added to a console allowing dispatchers to configure a specific speaker for a set of designated audio sources. This simplifies multitasking between multiple audio sources and allows flexibility in the way the audio is presented to the dispatcher.

Receiving Calls from the Field and Other Dispatchers

The proposed console provides dispatchers with greater flexibility for how to hear calls from field radio users and other dispatchers. Each dispatcher can define his or her own audio reception profile by selecting a single audio source, whether conventional or talkgroup, to be heard on a selected speaker or headset (Single Select). The dispatcher can also define

groups of radio resources that can all be heard on a selected speaker or headset (Multi-Select).

Initiating Calls to the Field and Other Dispatchers

The dispatcher has several different ways of initiating a call. In most circumstances, a General Transmit is appropriate. With the General Transmit, the dispatcher selects a resource on the console and activates the transmission through a footswitch, headset transmit button, or a microphone transmit button. If the dispatcher needs to quickly transmit on a resource that is not selected, the dispatcher uses the Instant Transmit function.

An Instant Transmit safety switch prevents accidental activation of functions that may cause negative consequences. The safety switch can be used with Aux I/Os and preprogrammed pages, as well as Instant Transmit switches.

Audio Communication to the Field and Other Dispatchers

The dispatcher can transmit audio in different ways. They can make calls to all users listening to a specific conventional radio resource or a specific trunking talkgroup. When multiple resources are required, the dispatcher can select additional talkgroups and/or conventional channels, as needed using the Multi-Select feature.

The proposed console also enables dispatchers to make private calls to individual field radio users or dispatchers. Once a private call is established, it can be patched in with another resource at the dispatcher's discretion.

Controlling Console Audio

The proposed console offers dispatchers several different ways of controlling or muting the audio on their consoles, such as the following:

- Audio volume can be changed for any specific resource.
- All non-selected resources on the console can be muted for 30 seconds (All Mute) or unmuted, if already muted.
- A dispatcher can transmit on a resource while receiving audio from the same resource or other resources.
- A dispatch position can be configured to automatically mute the other dispatch audio on a shared resource to prevent acoustic feedback when a co-located dispatch position transmits.
- RF Cross Mute automatically mutes the receive audio from a specified channel when the dispatcher transmits on another specified channel to prevent acoustic feedback.

Controlling Network Audio

Dispatchers can control audio on the ASTRO 25 network. The dispatcher can enable or disable radio users to compartmentalize traffic, reduce interruptions, and maintain communications between dispatch and the field. When this function is enabled or disabled. all dispatch consoles with this resource assigned are updated with the current status of the feature. This feature can be controlled from any dispatch position.

Emergency Radio Transmission and Reception 1.3.4

As part of a mission-critical communications network, the proposed dispatch console facilitates immediate prioritization and resolution of emergency communications between the

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City of Waukesha's dispatch and first responders in the field. This enables dispatchers and first responders to focus on their mission and not their equipment, especially during critical situations.

Receiving an Emergency Call

When a user in the field or another dispatcher initiates an emergency call, the console emits both visual and audible indications (Emergency Alarm). The audible indication alerts the dispatcher that an emergency is underway; the visual indication directs the dispatcher's attention to the specific resource making the emergency call. The dispatcher can immediately reserve a voice channel for the duration of the emergency.

Responding to an Emergency Call

A dispatcher can bypass the standard console interface to auto-open a quick list, which contains specific controls for recognizing an emergency call, initiating an emergency call, and ending an emergency call (Auto-Open of Quick List). The dispatcher can then recognize the emergency call, which ends the audible emergency indication and notifies all dispatchers that the emergency is being addressed (Emergency Recognize).

The audible emergency indication may also be muted by a dispatcher without recognizing the emergency alarm (Mute Tones at a Single Op). This can be used in a situation where one agency is monitoring a channel that belongs to another agency. That channel can be configured to not generate audible and/or visual emergency indications.

Ending an Emergency Call

When an emergency is over, the dispatcher can end the Emergency Alarm. The visual indication on the dispatch position GUI is removed, and the console informs the other dispatch positions that the emergency is over (Emergency End/ Knockdown). The emergency mode remains active on the initiating radio unit until it is ended (reset) by the radio user.

1.3.5 Radio Patch Control

The dispatcher can patch communication between trunked and/or conventional radios that are normally unable to communicate with each other due to different features, programming, or even different frequency bands. A patch group is a group of linked resources that can both receive messages from a console and transmit to all other members of the patch group.

Setting up a Standard Patch

Patches are supported between trunked resources and/or conventional resources. After the patch is created, the dispatch position transmits all audio on one resource to all other resources in the patch group. In a patch between trunked resources, patched radio users with displays see the ID or alias of the other patched radio(s), as opposed to that of the console. This minimizes confusion and the need for the dispatcher to intervene in the call. Patches are automatically reestablished, if interrupted, so the dispatcher can concentrate on continuing operations.

Predefined Patches

Patches can be predefined and automatically reinitiated each time a dispatch position computer is restarted (Patch Auto-Start).



1.3.6 Call Management and Control

The dispatcher can use the following functionality to manage and control audio for different types of calls between the dispatch position and radio users or other dispatchers.

Automatic Prioritization of Calls

Calls on the dispatch position are prioritized through a transmission hierarchy. Calls from primary supervisors take priority over those from secondary supervisors, which in turn take priority over non-supervisors. Instant Transmit or All-Points Bulletin (APB) transmissions, regardless of whether they are from a supervisor, take priority over general or patch transmissions.

Multiple dispatchers can be designated as primary supervisors on the same system, which is useful when multiple agencies share one system. With the Network Manager Client installed, supervisors can disable and enable dispatch console functionality as needed.

Manual Prioritization of Calls

System Access Priority Select allows a dispatcher to prioritize trunked resources on the system as either normal or tactical. A dispatcher can change the priority of a trunked resource to tactical to give the resource a better chance of gaining communication access on a busy system. Only emergency calls have a higher priority than tactical.

When the System Access Priority Select status of a resource is changed, it is updated at all dispatch consoles in the systems that are monitoring that trunked resource.

Using the Multi-Select Feature

The Multi-Select feature allows a dispatch position to define groups of selected radio resources. When a Multi- Select group is opened, all of the resources in the group are simultaneously selected. Resources can be added or removed from a Multi-Select group while the group is open. The dispatcher can transmit on several resources simultaneously or can listen to multiple resources simultaneously in their headset or select speakers.

Standard Call Indications

The dispatch position indicates the availability of any given resource, regardless of whether the resource is involved in a transmission. An inbound call indication provides the dispatcher with a visual cue of audio activity on a radio resource and allows a dispatcher to see at a glance what the status of a resource is at any moment.

Call Alerting

A dispatcher can use Call Alert to page an unattended radio or dispatch position through a series of beeps and an indication of the sender's ID. When available, the radio user or dispatcher sees the unit ID of the calling dispatch console or radio ID and is able to return the call.

Additionally, a Call Alert can trigger an activity. For instance, a Call Alert may cause a vehicle's horn to sound and its lights to flash. The dispatcher can even send a Call Alert to a user who is involved in voice and data communications over the network.

MCC7500E Project

Proposed Dispatch Console 1-7

1.3.7 MKM 7000 Console Alias Manager (CAM)

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

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

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

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

The CAM does not support aliases for systems connected through an ISSI link or non-Motorola Solutions consoles connected through a CSSI link.

PROTECTING CONSOLES AND COMMUNICATIONS 1.4

The console is capable of end-to-end encryption from the dispatcher to the ASTRO 25 network. A hardware encryption CRYPTR has been included as an option for each operator position. If purchased, each dispatcher would be able to participate in secure communications while being confident that unauthorized individuals do not hear sensitive, vital information.

1.4.1 Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

1.4.2 Optional Secure Communications at the Console

With encryption added, the console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to- end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

1.5 INCORPORATING CONSOLE CONFIGURATION AND **MANAGEMENT**

The proposed console system is configured and managed by the same configuration manager, fault manager, and performance reporting applications as the radio system. The user can define exactly which resources are available and how they are presented to the dispatcher. Changes are automatically distributed throughout the system.

This centralized approach saves valuable time and effort for system administrators and technicians and reduces the errors that can occur when radio IDs and other data are entered at multiple locations. In addition, call traffic and performance reports for each dispatch position can be generated from the system's network manager, enabling administrators to quickly and easily ensure optimal effectiveness and efficiency.

1.6 DISPATCH CONSOLE SOLUTION COMPONENTS

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

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

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

1.6.1 MCC 7500E Console Operator Position

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

THE MCC 7500E DISPATCH CONSOLE



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

Audio Interface Module (AIM)

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

Personal Computer (PC)

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

Computer Display

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

Enhanced Integrated Instant Recall Recorder (IRR)

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

Desktop Speakers

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

Headset Jack

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

Gooseneck Microphone

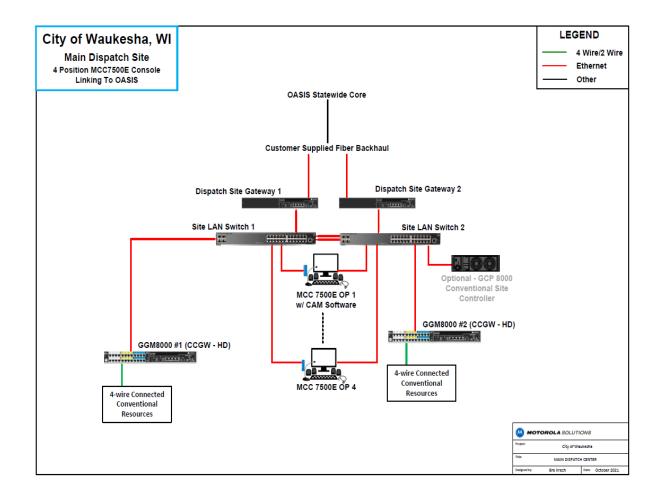
The microphone controls the dispatch position's general transmit and monitor features through two buttons on its base. The microphone can be fastened down or left loose. It can be used alone or in conjunction with a headset.

Footswitch

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



1.7 SITE DIAGRAM



STATEMENT OF WORK

Motorola has made several assumptions in preparing this proposal, which are noted below.

2.1 **MOTOROLA RESPONSIBILITIES**

Motorola's general responsibilities include the following:

- **OASIS** Zone Core
 - Add MCC7500E Zone Core Licenses (5 Pack)
- Dispatch Location City of Waukesha Backup Dispatch Center
 - Add Four MCC7500E Consoles, each to include:
 - 1 CPU Z2 Mini
 - 4 USB Console Speakers
 - Audio Interface Module AIM
 - **Peripherals**
 - 1 Gooseneck Mic
 - 1 Footswitch
 - 2 Headset Jacks
 - Trunking and Advanced Conventional Licensing
 - Enhanced IRR capability with speakers
- Two (2) Primary LAN Switches and Two (2) Primary Gateways have been quoted for the purposes of redundancy
- Two (2) High Density Conventional Channel Gateways (CCGW)
- It is assumed the installation location is R56 Rated for grounding equipment
- It is assumed the building is capable of housing the new equipment (1 Rack)
- It is assumed the building's breakers are accurately sized for the new equipment
- It is assumed the building provides backup generator and UPS power
- It is assumed AC power will be provided for all equipment
- NO backhaul work is included in this quote. All networking beyond the core equipment is out of the scope of work. Motorola's demarcation point is an Ethernet RJ45 port on the provided site routers. It is assumed the backhaul network is Layer 2. A Layer 3 network would require MPLS.
- 4 CRYPTR
- 1 GCP8000 Site Controller
- Excludes:
 - LTE SIM Card
 - CAD/API Interface
 - MCD5000 Desksets
 - **Backup Consolettes**
 - Logging Recorder
 - **Spares**



2.2 CITY OF WAUKESHA RESPONSIBILITIES

City of Waukesha will assume responsibility for the installation and performance of all other equipment and work necessary for completion of this project that is not provided by Motorola. General responsibilities for City of Waukesha include the following:

- Network Plan for non-Motorola Network devices
- R-56 Guideline Grounding Point
- Provide open outlets (120VAC 15A circuits) Primary Power and any necessary Backup Power to support new equipment
- Provide Desktop Space to support new remote MCC7500E Operator Positions
- Backhaul connection to the master core with an Ethernet RJ45 connection

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

Tasks	Motorola Solutions	Customer		
PROJECT INITIATION				
Contract Finalization and Team Creation				
Execute contract and distribute contract documents.	X	Х		
Assign a Project Manager as a single point of contact.	X	Х		
Assign resources.	X	X		
Schedule project kickoff meeting.	Х	Х		
Deliverable: Signed contract, defined project team, and	d scheduled project kicko	ff meeting.		
Project Administration				
Ensure that project team members attend all meetings relevant to their role on the project.	Х	X		
Record and distribute project status meeting minutes.	X			
Complete assigned project tasks according to the project schedule.	Х	Х		
Submit project milestone completion documents.	X			
Upon completion of tasks, approve project milestone completion documents.				
Deliverable: Completed and approved project mile	estones throughout the pr	roject.		
Project Kickoff				
Present project scope and objectives.	Х			

Tasks	Motorola Solutions	Customer			
Review SOW responsibilities and project schedule.	X	X			
Deliverable: Completed project kickoff and scheduled Design Review.					
Design Review					
Review the operational requirements.	X				
Discuss the proposed cutover plan.	X				
Establish a defined baseline for the system design and identify any special product requirements and their impact on system implementation.	X				
Review the system design, statement of work, project schedule and update the contract documents accordingly.	X	X			
Conduct site evaluations to capture site details of the system design and to determine site readiness.	Х				
Determine each site's ability to accommodate proposed equipment based upon physical capacity.	X				
Submit design review documents for approval. These documents form the basis of the system, which Motorola Solutions will manufacture, assemble, stage and design.	X				
Approve design review documents.	X	X			
Deliverable: Design review document de	livered and approved.				
SITE PREPARATION AND DEVELOPMENT					
Site Access					
Provide site access.		X			
Provide necessary buildings, equipment shelters, and towers for installation of the new equipment. Ensure adequate electrical power in proper phase and voltage at		X X			
the sites. Ensure that sites meet space, grounding, power, and connectivity requirements for installation of equipment as required by R56 standards.		X			
Obtain all licensing and permitting for sites.		Х			
Deliverable: Access, permitting, and licensing necessary t	o install system equipm	ent at each site.			
SYSTEM INSTALLATION					
Equipment Order and Manufacturing					
Process equipment order.	X				
Manufacture Motorola Solutions-provided equipment necessary for system based on equipment order.	Х				
Deliverable: Equipment procured and	ready for shipment.				
Equipment Shipment and Storage					

Tasks	Motorola Solutions	Customer
Provide secure location for solution equipment.		Х
Pack and ship solution equipment to the identified, or site locations.	Х	
Receive solution equipment.		X
Inventory solution equipment.	Х	
Deliverable: Solution equipment received a	and ready for installation	
General Installation		
Deliver solution equipment to installation location.	Х	
Provide existing rack, rack space and desk space as needed for the proposed equipment.		Х
Provide any required system interconnections that are not specifically outlined in the system design, including dedicated phone circuits, microwave links or other types of connectivity.		X
Install proposed equipment in existing customer rack or on customer provided desk space in accordance with R56 standards and state/local codes.	Х	
Install and terminate all network cables between site routers and network demarcation points, including microwave, leased lines, and Ethernet.		X
Ensure that Type 1 and Type 2 AC suppression is installed to protect installed equipment and console operator positions.		Х
Install and terminate all power cabling from AC-powered	Х	
equipment to surge suppression panels at the top of the rack. Connect the appropriate equipment to the ground system in accordance with Motorola Solutions R56 Site Installation standards.	х	
Apply Motorola Solutions provided labeling to field installed equipment and cables.	Х	
Perform preliminary audit of installed equipment to ensure compliance with requirements.	Х	
Installation and performance of equipment and work not provided by Motorola Solutions.		Х
Coordinate activities of Motorola Solutions subcontractors.	Х	
Coordinate activities of non-Motorola Solutions subcontractors.		Х
Customer is responsible for UPS/backup power.		Х
Deliverable: Equipment in	stalled.	
ASTRO 25 Core and Console Installation and Configuration		
Install fixed equipment contained in the equipment list and system description.	X	
Provide backhaul connectivity and associated equipment for all sites to meet latency, jitter and capacity requirements.		Х
Install MCC 7500 workstations.	X	

Tasks	Motorola Solutions	Customer
Install proposed accessories.	Х	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment insta	allation completed.	
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	Х	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	Х	
Set up the console to perform radio dispatching operations on the radio system.	X	
Deliverable: Completion of Syster	n Optimization.	
Cutover		
Finalize Cutover Plan.	X	Х
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.	x	
During cutover, follow the written plan and implement the defined contingencies, as required.	X	
Customer is responsible for coordinating with the appropriate resources to provide training for the equipment provided in this proposal.		Х
Cut over users and ensure that user radios are operating on system.		
Deliverable: Migration to new syst	tem completed.	
Finalize Documentation and System Acceptance		
Provide an electronic as-built system manual on CD. The documentation will include the following as appropriate: - System, site, and rack diagrams Equipment Inventory List Console Programming Template (where applicable). Documentation will be delivered in Adobe PDF format.	x	
Receive and approve documentation.		Х
Execute Final Project Acceptance.	X	Х
Deliverable: All required documents are provided and	approved. Final Project Ac	ceptance.

SERVICE/WARRANTY

To maintain the City of Waukesha's equipment, Motorola offers our standard commercial warranty.

In addition to the standard warranty, Motorola is proposing the following services.

Network Monitoring

Network Monitoring Operations (NMO) provides real-time fault monitoring and diagnostics capabilities for your network on a consistent, continuous basis. NMO utilizes multiple hardware and software tools for remote monitoring, event characterization, and restoration of your communication network. When an event is detected, NMO technologists acknowledge and assess the situation, conduct remote diagnostic routines, and initiate an effective response. Such responses could include, but are not limited to, continuing to monitor the event for further developments; attempting remote restoration; or transferring the event information via a case report to Technical Support to better define the event or dispatch a local service technician. The service technician will respond to the customer site based on pre-determined severity levels and response times and NMO maintains contact with the on-site service technician until the system is restored and the case is closed.

Technical Support

Technical support provides centralized remote telephone support for technical issues through the experienced system technologists at Motorola's Solutions Support Center (SSC). Once Customer's personnel call for support, a support case will be opened and logged. The SSC technologists will use their experience, a consolidated solutions database, in-house test labs, and development engineers to ensure the rapid resolution of the issue.

Incident management and escalation procedures are in place to ensure that contracted response and restore times are met. Since each incident is monitored and recorded, the resulting metrics can be analyzed to ensure ongoing system performance.

Dispatch

With Motorola Solutions Dispatch Service, all a customer has to do is make one phone call and their system response and restoration process begins immediately. Dispatch ensures that local, trained and qualified technicians will arrive at their location within hours to diagnose and restore their communications network. Following proven response and restoration processes, Motorola Solutions Dispatch contacts the local authorized service center in their area and dispatches a qualified technician to their site. An automated escalation process ensures that technician site arrival and system restoration comply with contracted response and restore times. Once the issue has been addressed, the System Support Center verifies resolution and with the customer's approval, closes the case. Activity records are also available to provide a comprehensive history of site performance, issues, and resolution.

Infrastructure Repair with Advanced Replacement

Infrastructure Repair with Advanced Replacement provides for expedited replacement of the equipment in the proposed solution, whether it is manufactured by Motorola or by another vendor. When a component fails, the City of Waukesha will be able to request a replacement and have it shipped immediately for use in the system, prior to sending the faulty component to Motorola for repair. When requesting a replacement component, the City of Waukesha can choose to either keep the replacement component or send it back to Motorola once the original failed component is repaired and returned. Motorola will pay two-way shipping on all components shipped through this service.

Security Update Service (SUS)

Commercial security software updates are often designed without RF systems in mind and could cause inadvertent harm to The City of Waukesha's ASTRO 25 network, disrupting mission-critical communications and putting The City of Waukesha's first responders and citizens at risk. Motorola Solutions' Security Update Service assures that commercial antivirus definitions, operating system software patches, and Intrusion Detection Sensor signature files are compatible with The City of Waukesha's ASTRO 25 network and do not interfere with network functionality. Our expert network security technologists analyze, perform testing, and validate the latest security software updates in a dedicated test lab and provide continuous monitoring of updates to provide you regular electronic updates upon completion of successful testing.

Security Update Service Services	SUS
Anti-virus Definition and Intrusion Detection Update	✓
Third-party security patches (Motorola Solutions lab-tested patch release)	✓

SUS Services

- Anti-virus definitions and intrusion detection sensor updates for Motorola Solutionssupplied equipment from applicable original equipment manufacturer.
- Minor releases may include commercial OS and application security updates, patches
 and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun
 Solaris and any Motorola Solutions' software service packs that may be available.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to The City of Waukesha. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. The download and deployment of these updates to the ASTRO System will be the responsibility of The City of Waukesha.

System Upgrade Agreement II (SUAII)

In order to keep The City of Waukesha's LMR system current, Motorola Solutions offers the System Upgrade Agreement II (SUA II). This is a complete package of hardware, software, and professional services required to update The City of Waukesha's ASTRO 25 system up

to once in a two-year period to a level consistent with the latest system release shipping from the factory.

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

Included Features

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

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

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

 System releases include commercial OS and application software updates as well as Motorola Solutions-certified software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.

Implementation services include factory integration and testing of new HW and SW components, upgrade planning, and Motorola Solutions' personnel at The City of Waukesha site to execute upgrade.

EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

4.1 DISPATCH EQUIPMENT

QTY	NOMENCLATURE	DESCRIPTION		
1	B1948	MCC 7500E DISPATCH POSITION LICENSES		
		LOGITECH S150 DIGITAL USB - SPEAKERS - FOR PC - USB - 1.2		
4	DSSHI980000028	WATT		
4	UA00653AA	ADD: BASIC CONSOLE OPERATION		
4	UA00654AA	ADD: ASTRO 25 TRUNKING OPERATION		
4	UA00655AA	ADD: ADVANCED CONVENTIONAL OPERATION		
4	UA00652AA	ADD: 160 RADIO RESOURCES LICENSE		
4	UA00661AA	ADD: ENHANCED IRR		
1	B1949	MCC 7500E SOFTWARE DVD		
4	DSEV221B	TECH GLOBAL EVOLUTION SERIES 22INCH WITH TOUCH		
4	DSY7B61AA	HP Z2 MINI ARM WALL VESA MOUNT		
4	TT3903A	Z2 G5 MINI WORKSTATION NON RETURNABLE		
16	B1952	SPEAKER, DESKTOP, USB		
16	CA03405AA	ADD: POWER SUPPLY WITH DC CORD		
16	CA03406AA	ADD: AC LINE CORD, NORTH AMERICA		
16	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M		
4	B1941	USB AUDIO INTERFACE MODULE		
4	B1914	MCC SERIES DESKTOP GOOSENECK MICROPHONE		
8	B1913	MCC SERIES HEADSET JACK		
4	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH		
4	NPI_001431	MCAFEE FOR WINDOWS CLIENT, A2019.2		
4	DSST7300U3M	STARTECH 7 PORT USB 3.0 HUB		
1	T8720	WINDOWS SUPP FULL CONFIG, A7.18		
1	T8639	JUNIPER FIREWALL APPLIANCE		
2	CLN1868	2930F 24-PORT SWITCH		
2	CLN1866	FRU: 1M DAC CABLE		
1	SQM01SUM0205	GGM 8000 GATEWAY		
1	CA01616AA	ADD: AC POWER		

1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	SQM01SUM0205	GGM 8000 GATEWAY
1	CA01616AA	ADD: AC POWER
1	CA02086AA	ADD: HIGH DENSITY ENH CONV GATEWAY
1	BVN1013	MKM 7000 Console Alias Manager Software
		SPD, SHIELDED RJ-45 JACK, SINGLE LINE GBE (1000MBPS) R56
1	DS1101990	COMPLIANT
	DOTOLADO	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES
1	DSTSJADP	DATA SPDS
1	TRN7343	SEVEN AND A HALF FOOT RACK
5	0784469Y02	BRKT, CBL SUPPORT
3	1483693Y01	INSULATOR, RACK GROUND BAR
1	2983724Y01	LUG, 2-HOLE RACK GND BAR
2	0310917A36	SCRMCH M6X1X20 STRPAN STLZNC
1	3182602Y06	GROUNDING BUS BAR
1	SQM01SUM0273	MASTER SITE CONFIGURATION
1	CA02629AD	ADD: EXPAND 7.18 M CORE
1	UA00156AA	ADD: MCC7500 CONSOLE LICENSES (QTY 5)
1	CA01723AG	ADD: BASELINE BACK UP 7.18
1	T7038	GCP 8000 SITE CONTROLLER
1	CA00303AA	ADD: QTY (1) SITE CONTROLLER
1	CA01136AA	MCC 7500 CONVEN SITE OPER
1	X153AW	ADD: RACK MOUNT HARDWARE
4	SQM01SUM0292	CRYPTR
4	CA02933AA	ADD: ASTRO AES 256, DES-OFB, ADP ENCRYPTION KIT
4	CA03262AA	ADD: CRYPTR MANAGER APP
4	CA02954AA	ADD: SECURE OPERATION
4	CA02934AA	ADD: OTEK
4	CA02066AA	AC Line Cord, North America
4	T8490	MCC7500 CRYPTR SOFTWARE CD UPGRADE

PROJECT SCHEDULE

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

PRICING

Description	Pricing
Equipment, Warranty, Installation Services and Training	\$365,691
Optional Services	
Year 2 Maintenance Services, SUS, and SUAII*	\$30,345
Year 3 Maintenance Services, SUS, and SUAII *	\$31,108
Year 4 Maintenance Services, SUS, and SUAII *	\$31,909
Year 5 Maintenance Services, SUS, and SUAII *	\$32,749
Year 6 Maintenance Services, SUS, and SUAII *	\$33,632
Year 7 Maintenance Services, SUS, and SUAII *	\$34,560
Optional Services Total*	\$194,303
Total Equipment, Warranty, Installation Services, Training Maintenance, SUS, and SUAII:	\$559,994
Discount if optional services purchased and purchase order received by 12/10/2021	(\$67,314)
Discounted Total Equipment, Warranty, Installation Services, Training Maintenance, SUS, and SUAII**	\$492,680

^{*}Pricing valid only with an SUAII

^{**} Discount valid only if optional services are purchased and PO is received by 12/10/21

PAYMENT TERMS

PAYMENT TERMS AND CONDITIONS

Except for a payment that is due on the Effective Date, the City of Waukesha will make payments to Motorola within twenty (20) days after the date of each invoice. The City of Waukesha will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones.

- 1. 25% of the Contract Price due upon contract execution (due upon effective date):
- 2. 60% of the Contract Price due upon shipment of equipment;
- 3. 10% of the Contract Price due upon installation of equipment; and
- 4. 5% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by- site basis, when applicable.

For Lifecycle Support Plan and Subscription Based Services (If Applicable): Motorola will invoice Customer annually in advance of each year of the plan

CONTRACTUAL DOCUMENTATION

Contract Terms and Conditions

Motorola Solutions' proposal is subject to the terms and conditions of the Master Purchase Agreement between Motorola Solutions and WCA Services, Inc. dated 11/20/2012, as amended, and the attached Maintenance, Support, and Lifecycle Management Addendum.

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

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

1. **DEFINITIONS**

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

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

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

2. SCOPE

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

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the

MCC7500E Project

Use or disclosure of this proposal is subject to the restrictions on the cover page.

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

3.1 MAINTENANCE AND SUPPORT SERVICES

- 3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.
- 3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".
- 3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.
- 3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.
- 3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.
- 3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.
- 3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.
- 3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.
- 3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with

MCC7500E Project

Contractual Documentation 5

the level of Service purchased as indicated in this Addendum and applicable SOW.

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

3.1.11 EXCLUDED SERVICES.

- a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
- b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
- 3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.
- 3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 <u>LIFECYCLE MANAGEMENT SERVICES</u>

3.2.1	The Software Licer	ise Agreeme	nt included a	s Exhibit A to	the Primary	Agreement
applies to any	Motorola Software	provided as 1	part of the Li	fecycle Manag	ement transa	ctions.

	3.2.2	The term of this Addendum is	,			years, commencing	ng on	
201_	. The Li	ifecycle Management Price for	the		years	of services is \$		
exclu	iding app	plicable sales or use taxes but in	ıcluc	ding	g disco	unts as more fully	set fo	rth in the

pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

- 3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software
- 3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.
- 3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.
- 3.2.6 In addition to the description of the Lifecycle Management services and exclusions provided in the Lifecycle Management Statement of Work, the following apply:
 - a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.
 - b) Lifecycle Management services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.
 - c) Unless specifically included in this Addendum or the Lifecycle Management Statement of Work, Lifecycle Management services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.
 - d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the Lifecycle Management services.

- 3.2.7 The Lifecycle Management annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.
- 3.2.8 If Customer terminates this service and contractual commitment before the end of the ____ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the <u>last three years of service payments</u> related to the ___ year commitment.

4. PAYMENT

- 4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.
- 4.2 INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).
- 5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

SERVICES STATEMENTS OF WORK

NETWORK MONITORING STATEMENT OF 9.1 WORK

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer's ASTRO® 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents. and initiate a defined response.

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

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

Description of Service 9.1.1

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center ("NOC"). Incidents will be generated automatically based on the criteria shown in Table 10-1.

Table 10-1: Alarm Threshold Rule Options for all Event Types

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

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

To prevent duplicate incidents from generating by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service

technician, enabling the resolution of these incidents together if the root alarm has been addressed.

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

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

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

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

9.1.2 Scope

9.1.3 Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 10.1.10:

Priority Level Definitions and Response Times.

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

9.1.4 **Inclusions**

Network Event Monitoring is available for the devices listed in Section 10.1.10: Monitored Elements.

9.1.5 **Motorola Solutions Responsibilities**

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 10.1.8: Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutionsowned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 10.1.9: Motorola Solutions Owned and Supplied Equipment.

Verify connectivity and event monitoring prior to system acceptance or start date.

9.1.6 Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 10.1.11:

- Priority Level Definitions and Response Times.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 10.1.8: Customer Responsibilities.
- Create an incident, as necessary. Gather information to perform the following:
 - Characterize the issue.
 - Determine a plan of action.
 - Assign and track the incident to resolution.
- Provide the Customer with system configuration info, site info, system notifications, and system notes via MyView Portal.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 10.1.8: Customer Responsibilities.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

9.1.7 **Limitations and Exclusions**

- The following activities are outside the scope of the Network Monitoring service:
 - Motorola Solutions will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
 - Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
 - Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.
 - Emergency on-site visits required to resolve technical issues that cannot be resolved by working remotely with the Customer's technical resource.
 - System installations, upgrades, and expansions.
 - Customer training.
 - Hardware repair and/or replacement.
 - Network security services.
 - Information Assurance.

9.1.8 **Customer Responsibilities**

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer

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

9.1.9 Acknowledge that incidents will be handled in accordance with Section 10.1.12:

Priority Level Definitions and Response Times.

MCC7500E Project

Motorola Solutions Confidential Restricted

Connectivity Matrix 9.1.10

Request connectivity eight weeks in advance of service start date.

Table 10-2: Available Connectivity

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

9.1.11 **Motorola Solutions Owned and Supplied Equipment**

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

Table 10-3: Motorola Solutions Owned and Supplied Equipment

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

9.1.12 Monitored Elements

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

Table 10-4: Monitored Elements

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	QUANTAR
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	Firewall	RFDS
APX Cloud Application	GAS Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
CAM	Infrastructure (CHI CAM)	Site
Camera	Install Server	Statistical Server
CBSD	LAN Switch	Storage Networking
CCGW	Licensing Service	Switch
CEB	Link	Telephony
Channel	Load Balancer	TENSR
Client Station	Logging Recorder	Terminal Server

Monitored Elements		
CommandCentral AXS dispatch console	Logging Replay Station	Time Keeper
Controller	MGEG	Training App
Conventional	Microwave	Training Database
Core	MME	TRAK
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS
Database Server	Network Device	UEM
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	OP	VMS
DIU	OSP	VPM
DNS	Packet Data Gateway	WSGU
Domain Controller	Physical Host Environmental	ZDS
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller
eNodeB	Power Distribution Unit	

9.1.13 **Priority Level Definitions and Response Times**

This section describes the criteria Motorola Solutions uses to prioritize incidents and service requests, and lists the response times for those priority levels.

Table 10-5: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time
Critical P1	Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. Two RF sites or more than 10% of RF sites down, whichever is greater. Consoles: More than 40% of a site's console positions down. Conventional Channels: Conventional Channel Gateways (CCGW) down without redundant gateways available. Security Features: Security is non-functional or degraded. Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.
High P2	Core: Core server or link failures. Redundant server or link available. Consoles: Between 20% and 40% of a site's console positions down. Sites/Subsites: One RF site or up to 10% of RF sites down, whichever is greater. Conventional Channels: Up to 50% of CCGWs down. Redundant gateways available. Network Elements: Site router, site switch, or GPS server down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 4 hours of CMSO logging incident.
Medium P3	Consoles: Up to 20% of a site's console positions down. Conventional Channels: Single channel down. Redundant gateway available. Network Elements: Site router/switch or GPS server down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 Business Day of CMSO logging incident.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.

9.2 TECHNICAL SUPPORT STATEMENT OF WORK

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

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

1.1 Description of Technical Support Services

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

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

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

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

1.2 Scope

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

1.3 Inclusions

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

1.4 Limitations and Exclusions

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

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola.
 - 1.4.3 System installations, upgrades, and expansions.
 - 1.4.4 Customer training.
 - 1.4.5 Hardware repair and/or exchange.
 - 1.4.6 Network security services.
 - 1.4.7 Network transport management.
 - 1.4.8 Motorola services not included in this statement of work.
 - 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

1.5 Motorola has the following responsibilities:

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

1.6. The Customer has the following responsibilities:

- 1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

- 1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.6. Validate issue resolution prior to close of the Incident in a timely manner.
- 1.6.7. Acknowledge that Incidents will be handled in accordance with the times and priorities as defined in the Priority Level Definitions and in the Priority Level Response Time Goals section in this document.
- 1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support
- Obtain at Customer's cost all third party consents or licenses required to 1.6.9 enable Motorola to provide the Service.

1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down
High	- Consoles: Console positions down (>= 33%) Console Site Link Down - Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down - Conventional Channels: >= 50% of conventional channels (CCGW) down - Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: - Less than 50% of conventional channel down
Low	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: - Less than 50% of conventional channel down

1.8 Technical Support Priority Level Response Goals

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

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

CUSTOMER TECHNICIAN DISPATCH 9.3 STATEMENT OF WORK

1.0 Description of service

The Call Center Operation (CCO) at Motorola's SSC will provide a central point of contact for technical customer service requests continuously. The CCO is staffed with customer support representatives who will coordinate the appropriate service response and resources to Customer. Service requests are tracked and monitored by Motorola from creation to close of a Incident through an electronic Incident process.

This service must be purchased in conjunction with Network Monitoring Service.

The terms and conditions of this Statement of Work are an integral part of the Motorola Service Agreement or other applicable Agreement to which it is attached and made a part thereof by this reference. If there are any inconsistencies between the provisions of this Statement of Work and the provisions of the Service or other applicable Agreement, the provisions of this Statement of Work shall prevail.

2.0 Motorola has the following responsibilities:

- 2.1. Continuously receive technical service requests from Customer via telephone or when Network Management Operations detects an Event.
- 2.2. Open an Incident and gather/organize information from Customer to set forth the following information:

MCC7500E Project

Motorola Solutions Confidential Restricted

- 2.2.1. Characterization of the issue
- 2.2.2. Determination of a plan of action
- 2.2.3. Assignment of the Incident to the proper Customer designated dispatch contact
- 2.2.4. Tracking of the issue up to resolution of Case.
- 2.3. Contact Customer designated dispatch contact (Customer contact) and provides necessary Case Information collected in 2.2 and 2.3.
- 2.3.1. If Customer contact does not respond to Motorola pursuant to section 3.2 below, Motorola will continue to attempt to reach Customer contact every 10 minutes until contact has been attempted for each name as set forth in the pre-defined escalation contact table provided by Customer
- 2.3.2. Upon attempting each name on the pre-defined escalation contact table, Motorola will either send an email or leave a voice mail message with the Customer contact notifying Customer contact of the Case. Thereafter, Motorola will defer the Incident to the next Standard Business Day.
- 2.3.3. On the next (second) Standard Business Day, Motorola will try to reach the Customer contact again as per 2.3.1. If all contacts on the Customer escalation have been attempted, without receiving any Customer response, Motorola will close the Case. MOTOROLA WILL NOT BE RESPONSIBLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE INABILILTY OF MOTOROLA TO REACH THE CUSTOMER CONTACT OR PERSONS ON THE CUSTOMER ESCALATION TABLE WITHIN 2 STANDARD BUSINESS DAYS.
- 2.4. Escalate the Incident per the escalation contact table provided by Customer if Customer's technician does not report site arrival within Customer requested response times as set forth in 3.1.
- 2.5. Escalate the Incidentas per the escalation contact table provided by Customer in 3.1 if Customer's technician does not report Restoration within Customer requested Restore times.
- 2.6. Verify with Customer that Restoration is complete or System is functional, if required by Customer's repair verification preference in 3.1. If verification cannot be confirmed by Customer within 20 minutes of Restoration, the Incident will be closed and the Customer technician will be released.
- 2.7. Close Incident upon receiving notification from Customer indicating Incidents resolved.
- 2.8. Notify Customer of Incident status via pager or email at the following Incident levels as determined in 3.1:
- 2.8.1. Open and Close; or
- 2.8.2. Open, Assigned, Arrival, Deferred, Closed.
- 2.9. Provide periodic activity reports to Customer.
- 3.0 Customer has the following responsibilities:
- 3.1. Provide Motorola with the following pre-defined information prior to service Start Date:



- 3.1.1. Incident notification preferences
- 3.1.2. Escalation contact table
- 3.1.3. Site arrival preference
- 3.1.4. Repair verification preference
- 3.1.5. Severity definitions
- 3.1.6. Response and Restoration time commitments.
- 3.2. Call the SSC and provide the following information to the customer support representative:
- 3.2.1. Assigned System ID number
- 3.2.2. Problem description and site location
- 3.2.3. Other information as requested by Motorola to open a Case
- 3.3. Respond to Motorola within 10 minutes of receipt of page or telephone call to accept assignment of Case.

If Customer fails to contact Motorola within 10 minutes, escalation as per 2.3.1 above will begin.

- 3.4. Report Restoration to Motorola upon resolution of Incident issue within Customer indicated Restoration times set forth in 3.1.
- 3.5. If site arrival option is selected per 3.1, report site arrival to Motorola for all accepted Cases within Customer indicated response times as set forth in 3.1.
- 3.6. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Customer Technician Dispatch Service to Customer.

4.0 Priority Level Definitions

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

Incident Priority	Definition
Critical	Core: Core server failures Core Link failure Sites/Subsites: Entire Simulcast Not Wide Trunking >= 33% of Sites/subsites down

Incident Priority	Definition
High	- Consoles: Console positions down (>= 33%) Console Site Link Down - Sites/Subsites: < 33% of Sites/subsites down >= 33% of channels down - Conventional Channels: >= 50% of conventional channels (CCGW) down - Devices: Site Router/switch, GPS server down
Medium	Consoles: Console positions down (< 33% at a site) Sites/Subsites: < 33% of channels down Conventional Channels: - Less than 50% of conventional channel down
Low	Minor events and warnings in the system Preventative & Planned Maintenance Activities (Scheduled Work)

INFRASTRUCTURE REPAIR WITH ADVANCED 9.4 **REPLACEMENT**

Infrastructure Repair with Advanced Replacement Overview 9.4.1

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

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

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

Description of Services 1.0

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

Scope 1.1

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

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

Geographic Availability 1.2

Infrastructure repair with advanced replacement is supported globally; geographic proximity and type of infrastructure will determine the repair facility.

Inclusions 1.3

Infrastructure repair with advanced replacement is available on Motorola sold infrastructure including integrated 3rd party products. Motorola will make a "Commercially Reasonable Effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

Exclusions 1.4

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

- 1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.
- 1.4.2. All third party infrastructure hardware over three (3) years from product cancellation date.
 - 1.4.3 All broadband infrastructure three (3) years from product cancellation date
 - 1.4.4 Physically damaged infrastructure.
 - 1.4.5 Third party equipment not shipped by Motorola.
 - 1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
 - 1.4.7 Video retrieval from digital in-car video equipment.
 - 1.4.8 Infrastructure backhaul including but not limited to, antennas, antenna dehydrators, microwave¹, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.¹
 - 1.4.9 Test equipment.
 - 1.4.10. Racks, furniture and cabinets.
 - 1.4.11. Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.4.11. Firmware and/or software upgrades.

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Motorola has the following responsibilities: 1.5

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

¹ Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

- 1.5.7. Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.
- 1.5.8. Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock
- 1.5.9. Receive malfunctioning infrastructure from customer and document its arrival, repair and return.
- 1.5.10. Perform the following service on Motorola infrastructure:
 - 1.5.10.1. Perform an operational check on the infrastructure to determine the nature of the problem.
 - 1.5.10.2. Replace malfunctioning Field Replacement Units (FRU) or components.
 - 1.5.10.3. Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable
 - 1.5.10.4. Perform a box unit test on all serviced infrastructure.
 - 1.5.10.5. Perform a system test on select infrastructure.
- 1.5.11. Provide the following service on select third party infrastructure:
 - 1.5.11.1. Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
 - 1.5.11.2. Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
 - 1.5.11.3. Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
 - 1.5.11.4. Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.
- 1.5.12. For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

The Customer has the following responsibilities: 1.6

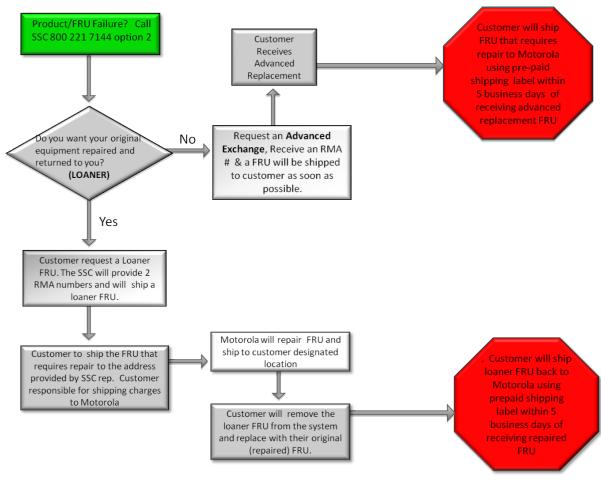
1.6.1 Contact or instruct Servicer to contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the

applicable attached exhibit.

- 1.6.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.
- 1.6.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.

- 1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.6.5 Provide customer purchase order number to secure payment for any costs described herein.
- 1.6.6. Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier programs set forth in section 1.5.5.1. See <u>Appendix B</u> for shipping charges.
- 1.6.7. Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRU's not properly returned.
- 1.6.8. Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to ensure proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRU's not returned within 5 business days.
- 1.6.9. For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.
- 1.6.10. Clearly print the return authorization number on the outside of the packaging.
- 1.6.11. Maintain information of software/applications and firmware for reloading of infrastructure.
- 1.6.12. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

Advanced Exchange or Loaner Decision Process



Shipping Charges

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

SECURITY UPDATE SERVICE (SUS) STATEMENT OF WORK 9.5

9.5.1 **Overview**

Motorola Solutions' ASTRO® 25 Security Update Service ("SUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service. Section 10.5.4: Inclusions indicates if options are included as part of this service.

^{*}Motorola shipping carriers – FedEx and DHL

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

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

9.5.2 **Description of Service**

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components. Additional options are available for Motorola Solutions to deploy security updates, reboot servers and workstations, or both.

9.5.3 Scope

SUS includes pretested security updates for the software listed in Table 10-6. This table also describes the release cadence for security updates.

Table 10-6: Update Cadence

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

9.5.4 **Inclusions**

Supported ASTRO 25 core types and security update delivery methods are included in Table 10-7. This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned Customer Support Manager ("CSM") for the latest supported releases.

ASTRO 25 Service Included **Core Type** Security Update Service L Core Χ Customer Self-installed M Core Simplified Core

Table 10-7: SUS Packages

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section 10.5.8: Installation and Reboot Responsibilities.

Motorola Solutions Responsibilities 9.5.5

- On the release schedule in Section 10.5.3: Scope, review relevant and appropriate security updates released by Original Equipment Manufacturer ("OEM") vendors.
- Release tested and verified security updates to Motorola Solutions' secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Include printable labels the Customer may use if downloading security updates to a disk.
- Send notifications by email when security updates are available to download from the secure website.

9.5.6 **Limitations and Exclusions**

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



Shared network infrastructure firmware, such as transport and firewall firmware, are not included in these services.

9.5.7 **Customer Responsibilities**

- Provide Motorola Solutions with predefined information necessary to complete a Customer Support Plan ("CSP") prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions' assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions' secure website.
- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.
- Implement recommended remediation(s) on the Customer's system, as determined necessary by the Customer.
- Adhere closely to the Motorola Solutions Centralized Managed Support Operations ("CMSO") troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

9.5.8 Installation and Reboot Responsibilities

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 10-8 contains the breakdown of responsibilities. Section 10.5.4 Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

SUS **Motorola Solutions Customer Responsibilities Package** Responsibilities Security Deploy pretested files to the Update Customer's system as instructed in the Service "Read Me" text provided on Motorola Solutions' secure website. Customer Self-installed When a security update requires a reboot, reboot servers and workstations after security updates are installed.

Table 10-8: Installation and Reboot Responsibilities Matrix

9.5.9 Disclaimer

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This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (end-of-life) from

deployed software, Motorola Solutions will work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

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

SYSTEM UPGRADE AGREEMENT (SUAII) STATEMENT OF 9.6 **WORK**

Description of Service and Obligations

9.6.1

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system.
- 1.2 The Customer has, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the recurring ASTRO 25 SUA II, the ASTRO 25 system must be in the Standard Support Period.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- 1.4 The price guoted for the SUA II requires the Customer to choose a certified system upgrade path from the system release upgrade chart referenced in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs will be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.



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- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II:
 - 1.6.1 Servers
 - 1.6.2 Workstations
 - 1.6.3 Firewalls
 - 1.6.4 Routers
 - 1.6.5 LAN switches
 - 1.6.6 MCC 7XXX Dispatch Consoles
 - 1.6.7 GTR8000 Base Stations
 - 1.6.8 GCP8000 Site Controllers
 - 1.6.9 GCM8000 Comparators
 - 1.6.10 DSC8000 Site Controllers
 - 1.6.11 Motorola Solutions Logging Interface Equipment
 - 1.6.12 PBX switches for Telephone Interconnect
 - 1.6.13 NICE and Verint Logging Solutions (if purchased)
- 1.7 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included.
- 1.8 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade:
 - 1.8.1 Servers
 - 1.8.2 Workstations
 - 1.8.3 CommandCentral AXS Hub
 - 1.8.4 Routers
 - 1.8.5 LAN Switches
- 1.9 The following hardware components, if originally provided by Motorola, are eligible for boardlevel replacement when necessary per the system release upgrade. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:
 - 191 GTR 8000 Base Stations
 - GCP 8000 Site Controllers 1.9.2
 - 1.9.3 GCM 8000 Comparators
 - 1.9.4 MCC 7XXX Dispatch Consoles
- ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.11 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.12 Motorola will provide implementation services necessary to upgrade the system to a

future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the certified system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system upgrade are not included.

- ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. 1.13 This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.14 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.15 Motorola will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

9.6.2 **Upgrade Elements and Corresponding Party Responsibilities**

- Upgrade Planning and Preparation: All items listed in this section are to be completed at 1.16 least 6 months prior to a scheduled upgrade.
 - 1.16.1 Motorola responsibilities
 - 1.16.1.1 Obtain and review infrastructure system audit data as needed.
 - 1.16.1.2 Identify the backlog accumulation of security patches and antivirus updates needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches and antivirus updates.
 - 1.16.1.3 If applicable, identify additional system hardware needed to implement a system release upgrade and if the customer has added hardware that is not covered under this agreement.
 - 1.16.1.4 Define the installation plan.
 - 1.16.1.5 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.16.1.6 If applicable, advise the Customer of the network connections specifications necessary to perform the system upgrade.
 - 1.16.1.7 Assign program management support required to perform the certified system upgrade.
 - 1.16.1.8 Assign field installation labor required to perform the certified system upgrade.
 - 1.16.1.9 Assign upgrade operations engineering labor required to perform the certified system upgrade.
 - 1.16.1.10 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

- 1.16.2 Customer responsibilities
 - 1.16.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
 - 1.16.2.2 Purchase the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation identified in Section 2.1.1.2, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
 - 1.16.2.3 If applicable, provide the necessary network connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Network connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a network connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
 - 1.16.2.4 Assist in site walks of the system during the system audit when necessary.
 - 1.16.2.5 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
 - 1.16.2.6 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
 - 1.16.2.7 Provide or purchase labor to implement optional system release features or system expansions.
 - 1.16.2.8 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 1.17 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.
 - 1.17.1 Motorola responsibilities
 - 1.17.1.1 Perform appropriate system backups.
 - 1.17.1.2 Work with the Customer to validate that all system maintenance is current.
 - 1.17.1.3 Work with the Customer to validate that all available security patches and antivirus updates have been updated on the customer's system.
 - 1.17.1.3.1 Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.
 - 1.17.2 Customer responsibilities
 - 1.17.2.1 Validate system maintenance is current.
 - 1.17.2.2 Validate that all available security patches and antivirus updates to their system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.
- 1.18 System Upgrade

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- 1.18.1 Motorola responsibilities
 - 1.18.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.
- 1.18.2 Customer responsibilities
 - 1.18.2.1 Inform system users of software upgrade plans and scheduled system downtime.
 - 1.18.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.
- 1.19 **Upgrade Completion**
 - 1.19.1 Motorola responsibilities
 - 1.19.1.1 Validate all certified system upgrade deliverables are complete as contractually required.
 - 1.19.2 Customer Responsibilities
 - 1.19.2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.

9.6.3 **Exclusions and Limitations**

- 1.20 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 1.21 Customer acknowledges that if the system has a special product feature, that it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.
- 1.22 Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to stations, comparators, site controllers, console, backhaul and network changes are not included.
- 1.23 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.
- 1.24 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
 - MCC5500 Dispatch Consoles
 - MIP5000 Dispatch Consoles
 - Plant/E911 Systems
 - **MOTOBRIDGE Solutions**
 - ARC 4000 Systems
 - Motorola Public Sector Applications Software ("PSA")
 - Custom SW, CAD, Records Management Software



- **Data Radio Devices**
- Mobile computing devices such as Laptops
- Non-Motorola two-way radio subscriber products
- **Genesis Products**
- Point-to-point products such as MPLS equipment, microwave terminals and associated multiplex equipment
- 1.25 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 1.26 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 1.27 ASTRO 25 SUA II does not cover or include deliverables included with the Security Update Service. This means that the SUA II does not include software support for virus attacks or other applications that are not part of the ASTRO 25 system or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications, unless specifically contracted.
- 1.28 ASTRO 25 SUA II does not cover the labor or materials associated with the backlog accumulation of security patches or antivirus updates. Additional fees may apply as outlined in Section 2.1.1.2.
- 1.29 At the time of upgrade, Motorola will provide the latest applicable software, patches and antivirus updates when and if available, as a part of the system release upgrade. The security patches and antivirus updates delivered as part of this upgrade are intended to bring the system current in all respects but does not imply that the customer is eligible for ongoing security patching. The upgrade may include 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

9.6.4 **Special Provisions**

- Customer will only use the software (including any System Releases) in accordance with 1.30 the applicable Software License Agreement.
- 1.31 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

- 1.32 If Customer chooses to not have Motorola apply the security patches and antivirus updates as described in 2.1.1.2 and this delays or postpones the system software update, Motorola reserves the right to charge the Customer a fee equivalent to the costs incurred by the Motorola Solutions Upgrade Operations Team for the unplanned and additional time on site. Any additional fees to be provided in a quote or other writing.
- 1.33 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- 1.34 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

9.6.5 Appendix A – ASTRO 25 System Release Upgrade Paths

ASTRO System Release	Certified Update Paths
Pre-7.16	Upgrade to Current Shipping Release
7.16	7.18
7.17.X*	A2019.2; A2020.1
7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1

^{*} Includes planned incremental releases

- The information contained herein is provided for information purposes only and is intended only
 to outline Motorola's presently anticipated general technology direction. The information in the
 roadmap is not a commitment or an obligation to deliver any product, product feature or
 software functionality and Motorola reserves the right to make changes to the content and
 timing of any product, product feature or software release.
- The most current system release upgrade paths can be found in the most recent SMA bulletin.

9.6.6 Appendix B - System Pricing Configuration

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

Master Site Configuration	
# of Master Sites	0
# of DSR Sites	0
	U
System Level Features	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	0
MOSCAD NFM / SDM Clients	1
Network Management Clients	0
Unified Network Services (UNS)	0
ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
Security Configuration	
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
RF Site Configuration	
# of RF Sites	0
Simulcast Prime Sites (including co-located/redundant)	0
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	0
GTR 8000 Base Stations	0
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
Dispatch Site Configuration	
# of Dispatch Sites	1
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	4
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0

AIS	0
Third Party Elements (Need 3rd Party Quote for SUA Coverage)	
NICE IP Radio Logger (include redundancy)	0
NICE Telephony Logger	0
NICE Inform Playback	0
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0