



**MOTOROLA SOLUTIONS**

1299 E Algonquin Road  
Schaumburg, IL 60196  
(800) 247-2346

## SERVICE AGREEMENT

Contract Number: USC000004005  
Contract Modifier: R28-FEB-19 17:39:06

Date: 28-FEB-2019

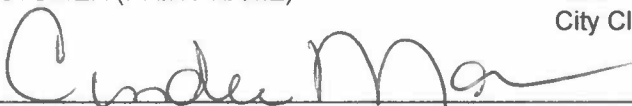

Company Name: Delray Beach, City Of
Attn.:
Billing Address: 300 W Atlantic Ave Police Administration
City, State, Zip Code: Delray Beach, FL 33444
Customer Contact: Katie Hartman
Phone:

P.O.#: N/A  
Customer #: 1000303082  
Bill to Tag#: 0006  
Contract Start Date: 01-OCT-2019  
Contract End Date: 30-SEP-2020  
Payment Cycle: QUARTERLY  
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****	\$6,200.94	\$74,651.32
		Sub Total	\$6,220.94	\$74,651.32
		Taxes	\$0.00	\$0.00
		Grand Total	\$6,220.94	\$74,651.32
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS		THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS		
SERVICE AGREEMENT TO COVER P25 RADIO SYSTEM AND SUBSCRIBERS.				

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

Interim City Manager

AUTHORIZED CUSTOMER SIGNATURE	TITLE	DATE
Neal de Jesus	Attest:	Approved as to form and legal sufficiency:
CUSTOMER (PRINT NAME)	Katerri Johnson City Clerk	Lynn Gelin City Attorney
		8-29-19
MOTOROLA REPRESENTATIVE (SIGNATURE)	TITLE	DATE
CINDEE MARKES	954-520-8868	
MOTOROLA REPRESENTATIVE (PRINT NAME)	PHONE	

## **Delinquency Fee**

\*\*\*The pricing quoted via this service contract renewal is valid only until the expiration of the current service contract September 30, 2019. If the City of Delray Beach does not provide to Motorola Solutions, Inc. a valid, executed service agreement renewal, (with a hard copy Purchase Order if applicable), within 30 days of the current contract expiration, a one time administrative fee equal to 5% of the subsequent years annual contract rate will be billed to the customer upon reestablishment of the expired contract. Pricing on the 5% Administration fee once delinquent = \$5,013.00.00\*\*\*

**Customer:** Delray Beach, City of

**Effective:** 10/1/2019

**Contract:** USC000004005

<u>Qty</u>	<u>Radio System High Level Description</u>
4	MCC7500 Consoles
7	GTR8000 Repeaters
7	GPW8000 Recievers

**P25 Radio System Site IDs**

A0598108	Prime Site	Delray Beach Prime Site
A059810801	Remote Co-Located	Delray Beach Co located
A059810802	RX Only	South EMS
A05981D5	Dispatch Site	Delray Beach PD

<u>Qty</u>	<u>Subscriber Level Description</u>	
10	APX6000 Portable	
200	APX6000 Portables	Depot Warranty
7	APX6500 Mobiles	Depot Warranty
2	APX7500 Consolettes	Wty expired July 2017

Subscriber PM checks will be scheduled upon customer request

Includes Pick up and delivery

**Delray Contract Breakdown 10-1-2019 for Subscribers**

QTY	Description	Agency	\$ Each	Monthly \$ Ex	Annual
10	APX6000 Portable	PD	\$ 11.80	\$ 118.00	\$ 1,416.00
200	APX6000 Portable	PD	\$ 8.05	\$ 1,610.00	\$ 19,320.00
7	APX6500 Mobiles	PD	\$ 8.05	\$ 56.35	\$ 676.20
2	APX7500 Consolettes	PD	\$ 8.05	\$ 16.10	\$ 193.20

**Maintenance Support: \$ 21,605.40**

219	APX Radios for Encryption Reprogramming		\$ 20.00		\$ 4,380.00
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**Total Subscriber Support: \$ 25,985.40**

**Note: Annual APX Encryption Fed IO Key update effort will be completed at the same time as the subscriber PM checks.**

## **Motorola Solution Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the City of Delray Beach, Florida ("City") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to City either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

City accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At City's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If City purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, City will provide a complete serial and model number list of the Equipment. City must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. City's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. City must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced 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 Service that Equipment.

4.7. City must promptly notify Motorola of any Equipment failure. Motorola will respond to City's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

## Section 5. EXCLUDED SERVICES

5.1. 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.

5.2. Unless specifically included in this Agreement, 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.

## Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at City's location, City 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. City 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 Agreement, 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 Agreement, 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, City agrees to reimburse Motorola for those charges and expenses.

## Section 7. CITY CONTACT

City 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 City's personnel to maintain contact, as needed, with Motorola.

## Section 8. PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice City in advance for each payment period. All other charges will be billed monthly, and City must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. City 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.

## Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, City's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming

Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by City to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3. City may terminate this Agreement, in whole or in part, for its convenience, at any time by giving thirty (30) days written notice to Motorola in advance of the effective date of the termination or negotiating with Motorola an effective date. In the event of termination for convenience, City agrees to pay Motorola for Services rendered up to the effective date of termination.

#### Section 11. INDEMNIFICATION/LIMITATION OF LIABILITY

11.1. Motorola shall at all times hereafter indemnify, hold harmless and, at the City Attorney's option, and defend City, its officers and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures, including reasonable attorney fees, court awarded costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, Motorola, its employees, agents, servants, or officers, or accruing, resulting from, or related to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement including, any and all claims, losses, liabilities, expenditures, demands or causes of action resulting from personal injuries or damages sustained by any person or tangible property. In the event any lawsuit or other proceeding is brought against City by reason of any such claim, cause of action, or demand, City will give Motorola prompt, written notice of any the claim or suit. City will cooperate with Motorola in its defense or settlement of the claim or suit. The obligations of this section shall survive the expiration or earlier termination of this Agreement. Nothing herein shall be deemed a waiver of the privileges and immunities granted to the CITY under F.S. 768.28. This indemnification shall survive the cancellation of this agreement.

11.2. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

#### Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. City agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a City purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to City under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. City may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by City to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide City with access to its confidential and proprietary information, including cost and pricing data.

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

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, City will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. City will safeguard all such property while it is in City's custody or control, be liable for any loss or damage to this property, and

return it to Motorola upon request. This property will be held by City for Motorola's use without charge and may be removed from City's premises by Motorola at any time without restriction.

## Section 17. PUBLIC RECORDS

**1 IF THE MOTOROLA HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MOTOROLA'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY OF DELRAY BEACH, CITY CLERK, 100 N.W. 1<sup>ST</sup> AVE., DELRAY BEACH FLORIDA. THE CITY CLERK'S OFFICE MAY BE CONTACTED BY PHONE AT 561-243-7050 OR VIA EMAIL AT [CITYCLERK@MYDELRAYBEACH.COM](mailto:CITYCLERK@MYDELRAYBEACH.COM).**

- a. Motorola shall comply with public records laws, specifically to:
  - i. Keep and maintain public records required by the City to perform the service.
  - ii. Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida Statute or as otherwise provided by law.
  - iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if Motorola does not transfer the records to the City.
  - iv. Upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Motorola or keep and maintain public records required by the City to perform the service. If Motorola transfers all public records to the City upon completion of the Agreement, Motorola shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Motorola keeps and maintains public records upon completion of the Agreement, Motorola shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
  - v. If Motorola does not comply with this section, the City shall enforce the contract provisions in accordance with the contract and may unilaterally cancel this contract in accordance with state law.

## Section 18: INSPECTOR GENERAL

Motorola is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this contract, and may demand and obtain records and testimony from Motorola and its subcontractors and lower tier subcontractors. Motorola understands and agrees that in addition to all other remedies and consequences provided by law, the failure of Motorola or its subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested may be deemed by the City to be a material breach of this Agreement justifying its termination.

## Section 19. GENERAL TERMS

19.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect in which the Services are performed.

19.2 This agreement shall be governed by the laws of the State of Florida. Any proceeding initiated to enforce the provisions of this agreement shall be brought in the State or Federal courts located in Palm Beach County, Florida.

19.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

19.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

19.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

19.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of City. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

19.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE ON THE COVER PAGE, NOT TO EXCEED A TOTAL OF FIVE (5) YEARS, UNLESS ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

19.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and City agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

19.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

19.10 The parties agree that any continuation of this Agreement from one fiscal year to the next is contingent upon annual fiscal appropriation and lawful approval by City's governing entity. City may terminate this Agreement by providing 30 days' written notice to Motorola prior to the next contract year if funding to make the next scheduled payment is not duly appropriated and authorized.

## **OnSite Infrastructure Response and Dispatch Service Overview**

Motorola's OnSite Infrastructure Response & Dispatch service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to committed response times.

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

### **1.0 Description of Services**

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on pre-defined Severity Levels set forth in Section 4.0 - Severity Level Definitions and Response times set forth in Section 5.0 – Severity Level Response Time Commitments table in order to restore the system.

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

#### **1.1 Scope**

OnSite Infrastructure Response & Dispatch service is available 24 hours a day, 7 days a week in accordance with [Severity Level Definitions](#) and [Severity Level Response Time Commitments](#) listed in sections 4.0 and 5.0 of this document.

#### **1.2 Geographic Availability**

OnSite Infrastructure Response and Dispatch is available to customers worldwide where Motorola servicers are present. Response times are based on the customer's local time zone.

#### **1.3 Inclusions**

Onsite Infrastructure Response and Dispatch Service can be delivered on Motorola-sold infrastructure.

### **2.0 Motorola has the following responsibilities:**

- 2.1. Receive service requests.
- 2.2. Create a case as necessary when service requests are received. Gather information to perform the following:
  - 2.2.1. Characterize the issue.
  - 2.2.2. Determine a plan of action.
  - 2.2.3. Assign and track the case to resolution.
- 2.3. Dispatch a servicer as required by Motorola standard procedures and provide necessary case information collected in 2.2.
- 2.4. Ensure the required personnel have access to customer information as needed.
- 2.5. Servicer will perform the following on-site:
  - 2.5.1. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
  - 2.5.2. Replace defective Infrastructure or FRU, as supplied by customer<sup>1</sup>.

- 2.5.3. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.5.4. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.6. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan required by section 3.2. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
- 2.7. Escalate the case to the appropriate party upon expiration of a response time.
- 2.8. Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
- 2.9. Notify customer of case status as defined by the Customer Support Plan:
  - 2.9.1. Open and closed; or
  - 2.9.2. Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.10. Provide Case activity reports to customer if requested.

### **3.0 Customer has the following responsibilities:**

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
  - 3.2.1. Case notification preferences and procedure.
  - 3.2.2. Repair verification preference and procedure.
  - 3.2.3. Database and escalation procedure forms.
  - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
  - 3.3.1. Assigned system ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open a case.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system as set forth in paragraph 2.5.2.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer in accordance with section 3.2.
- 3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

<sup>1</sup>Infrastructure Repair with Advanced Replacement (IRAR) is a service offering that provides repair and replacement of infrastructure equipment. IRAR enhances Onsite and Dispatch Service by enabling a faster response and repair times.

## 4.0 Severity Level Definitions

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

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

## 5.0 Severity Level Response Time Commitments

(Customer's Response Time Classification is designated in the Customer Support Plan.)

Severity Level	Standard Response Time
Severity 1*	Within 4 hours from receipt of notification continuously
Severity 2	Within 4 hours from receipt of notification Standard Business Day
Severity 3	Within 8 hours from receipt of notification Standard Business Day
Severity 4	Within 12 hours from receipt of notification Standard Business Day

\*Premier Response is an option that provides a 2-hour response time for severity 1 issues.

## **Network Monitoring Overview**

Motorola's Network Monitoring Operations (NMO) within the Motorola Solutions Support Center (SSC) provides real-time fault monitoring for radio communications networks on a continuous basis. NMO utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, NMO technologists acknowledge and assess the situation, and initiate a defined response.

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

## **1.0 Description of Network Monitoring Services**

Network Monitoring is a service designed to electronically monitor elements of a communication system for events, as set forth in the [Monitored Elements Table](#). When the SSC detects an event, (based on the severity of the event) trained technologists acknowledge and remotely diagnose the event, and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch<sup>1</sup> of a Field Servicer for onsite remediation.

### **1.1 Availability**

Network Monitoring service is available 24 hours a day, 7 days a week. Network Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

### **1.2 Geographic Availability**

Network Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

### **1.3 Inclusions**

Network monitoring service can be delivered on Motorola sold infrastructure as stated in [Monitored Elements Table](#).

### **1.4 Limitations and Exclusions**

- 1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).
- 1.4.2 Additional support charges above and beyond the contracted service agreements may apply if it is determined that system faults were caused by the customer making changes to critical system parameters.
- 1.4.3 The following activities are outside the scope of the Network Monitoring service, but are optional services that are available to remote Network Monitoring customers at an additional cost:

- 1.4.3.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.4.3.2 System installations, upgrades, and expansions.
- 1.4.3.3 Customer training.
- 1.4.3.4 Hardware repair and/or exchange.
- 1.4.3.5 Network security services.
- 1.4.3.6 Network transport.
- 1.4.3.7 Information Assurance.
- 1.4.3.8 Any services not expressly included in this statement of work.
- 1.4.4 Reference the event catalogue to confirm monitored equipment.

<sup>1</sup> Dispatch service with OnSite Response is a separate service that is required with Network Monitoring.

## **1.5 Motorola has the following responsibilities:**

- 1.5.1. Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The [Connectivity Matrix](#) further describes the connectivity options.
- 1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the [Motorola Owned & Supplied Equipment Table](#).
- 1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.
- 1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in section 1.6.2 below.
- 1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to section 1.6.4.
- 1.5.6 Create a case, as necessary. Gather information to perform the following:
  - 1.5.6.1 Characterize the issue
  - 1.5.6.2 Determine a plan of action
  - 1.5.6.3 Assign and track the case to resolution.
- 1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.13 and 1.6.13.1.
- 1.5.8 Maintain communication with the customer in the field as needed until resolution of the case

## **1.6 The Customer has the following responsibilities:**

- 1.6.2 Allow Motorola continuous remote access to enable the monitoring service.
- 1.6.3 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service.
- 1.6.4 Provide Motorola with pre-defined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:
  - 1.6.4.1 Case notification preferences and procedure

- 1.6.4.2 Repair Verification Preference and procedure
- 1.6.4.3 Database and escalation procedure forms.
- 1.6.4.4 Submit changes in any information supplied to Motorola and included in the CSP to the CSM.
- 1.6.5 Provide the following information when initiating a service request:
  - 1.6.5.1 Assigned system ID number
  - 1.6.5.2 Problem description and site location
  - 1.6.5.3 Other pertinent information requested by Motorola to open a Case.
- 1.6.6 Notify the SSC when 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, or taking down part of the system to perform maintenance.)
- 1.6.7 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- 1.6.8 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.
- 1.6.9 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening a case to request service support or enable response to a technical issue.
- 1.6.10 Pay additional support charges above and beyond 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
- 1.6.11 Obtain all third party consents or licenses required to enable Motorola to provide the monitoring service.
- 1.6.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 1.6.13 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.
  - 1.6.13.1 Upon contact, customer must provide customer name, site id, status on any open cases, severity level, and brief description of case and action plan to Motorola.
- 1.6.14 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Event Definition table- Appendix A](#).
- 1.6.15 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Monitoring service.

The event types are based on the defined levels as follows:

## Appendix A

### Engagement Matrix

Severity Level	Severity Definition	Engagement Times
1	<p>This is defined as a critical/major incident that causes the system and/or infrastructure to experience a loss of call processing functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>○ 33% of call processing resources impaired</li> <li>○ Remote Site/sub-system severed</li> <li>○ Site Environment alarms: <ul style="list-style-type: none"> <li>○ Smoke</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>	Response provided 24 hours, 7 days a week, including US Holidays.
2	<p>This is defined as a moderate/minor incident that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>○ Less than 33% of call processing resources impaired</li> <li>○ Failure of a single redundant component</li> </ul>	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
3	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p>	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

	<ul style="list-style-type: none"> <li>○ Faults that have no impact in how the user perceives the system to work</li> <li>○ Intermittent issues</li> <li>○ Requests for information</li> <li>○ Preventive Maintenance or upgrade related work</li> </ul>	
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## Connectivity Matrix

Request connectivity 8 weeks in advance of service start date

System Type	Connectivity	Set up and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	T1	Motorola

## Motorola Owned & Supplied Equipment Table

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

## Monitored Elements Table

Master Site Infrastructure	RF Site Equipment	Dispatch Site Equipment
Servers & Back up Servers	Channels	Consoles
MOSCAD (digital inputs & RS232 serial alarms)	MOSCAD (digital inputs & RS232 serial alarms)	AIS Servers
TRAK	RF Site Communication Path	Operator Position (OP)
Core LAN Switch	Switch	Motorola Gold Elite Gateway (MGE)
Packet Data Gateway (PDG)	Site Controller	Call Processor
Radio Network Gateway (RNG)	Router	Logging Replay Station (only within the RNI)
Zone Database Server (ZDS)	Site	Ambassador (AMB)
Gateway Router	Gateway Router	Client Station
Controller – Zone & Domain	Network Time Protocol (NTP)	Voice Processing Module (VPM)
Firewall Manager Servers	Firewall	MCC 7500 IP Logging Recorders
Air Traffic Router (ATR)	SmartX Site Converter (only the converter, not the legacy sites)	MCC 7100 (only within the RNI)
Unified Event Manager (UEM)		
Zone Statistical Server (ZSS)		
Install Server		

*\*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.*

## **Technical Support Overview**

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

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

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### **1.0 Description of Technical Support Services**

Motorola's System Support Center (SSC) will provide technical support to assist the customer's technical resources of the Motorola's currently supported infrastructure. This team of highly skilled professionals 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.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests ([see severity level response time commitments](#)). Calls requiring incidents, problems, or service requests will be logged in Motorola's issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customer's technical resources

The provision of this service requires that the customer provides a suitably trained technical resource that delivers maintenance and support to the 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.

#### **1.1 Scope**

Technical Support service is available 24 hours a day, 7 days a week based on [Severity Level Definitions](#).

#### **1.2 Geographic Availability**

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.

### **1.3 Inclusions**

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> 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 by with SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola as part of the original system.
- 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.
- 1.4.8 Information Assurance.
- 1.4.9 Motorola services not included in this statement of work.
- 1.4.10 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 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.5.2 Respond to requests for Technical Support in accordance with the response times set forth in the [Severity Level Response Time Commitments](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document.
- 1.5.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.5.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.5.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.5.7 Escalate the case to the appropriate party upon expiration of a response time.

- 1.5.8 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

**1.6 The Customer has the following responsibilities:**

- 1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.6.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.6.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.6.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Severity Level Definitions](#) and in the [Severity Level Response Time Commitments](#) section in this document.
- 1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

## 1.7 Severity Level Definitions

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

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

## 2.1 Severity Level Response Time Commitments

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

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

## Infrastructure Repair with Advanced Replacement Overview

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.

### 1.0 Description of Services

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

#### 1.1 Scope

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

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

#### 1.2 Geographic Availability

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

#### 1.3 Inclusions

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

#### 1.4 Exclusions

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, microwave<sup>1</sup>, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.<sup>1</sup>

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.

<sup>1</sup> 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 Motorola has the following responsibilities:**

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.



1.5.7. 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.

## **1.6 The Customer has the following responsibilities:**

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.

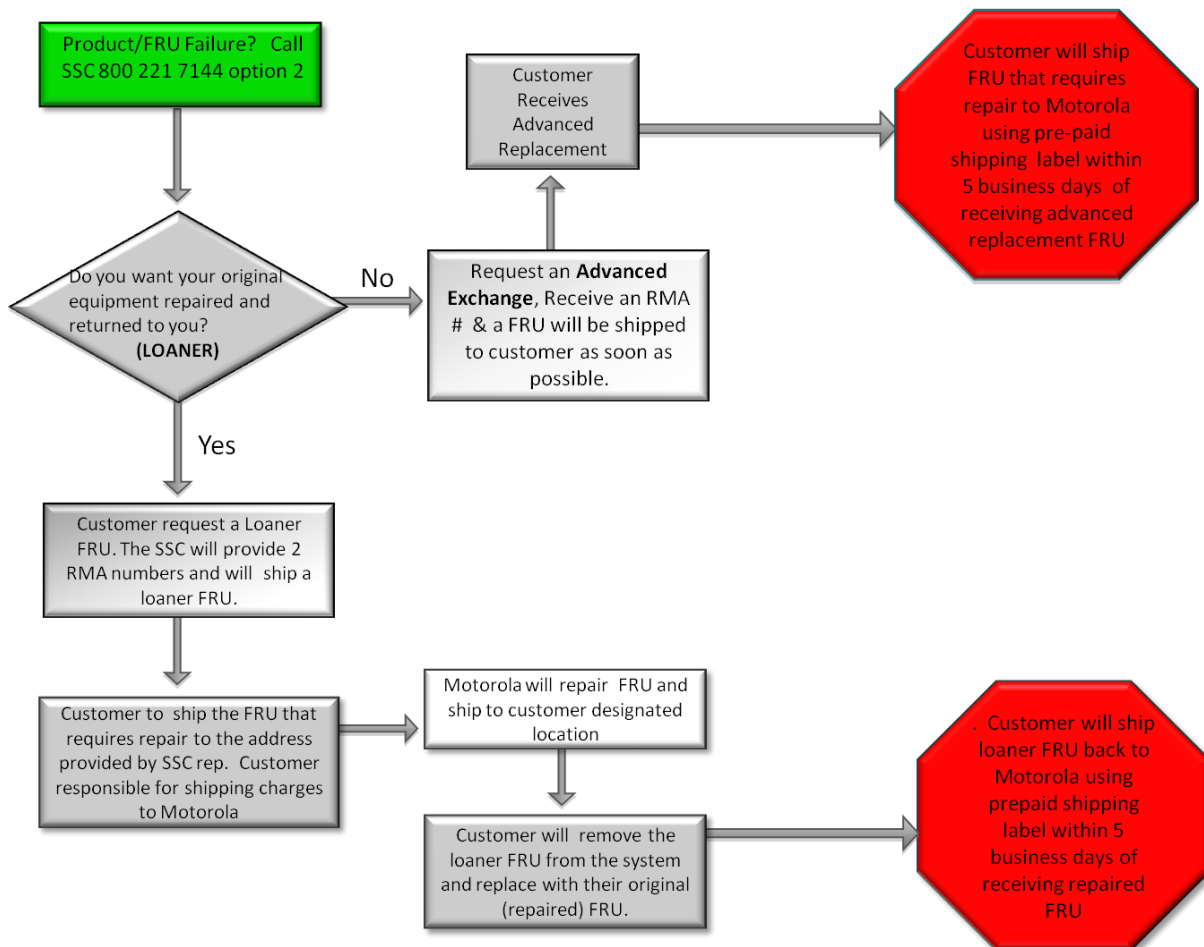
1.6.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.



- 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 [Appendix B](#) 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 re-loading 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.

## APPENDIX A

### Advanced Exchange or Loaner Decision Process



**APPENDIX B**

## Shipping Charges

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

\*Motorola shipping carriers – FedEx and DHL



## **Security Update Service Overview**

To verify compatibility with your ASTRO system, Motorola Solutions, Inc.'s ("Motorola") Security Update Service (SUS) provides pre-tested 3<sup>rd</sup> party software (SW) security updates.

This service was formerly called Pre-tested Software Subscription (PTSS). Additionally, SUS Platinum has been eliminated. The additional SUS Platinum features have been merged into this one SUS offering.

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







### **1.0 Description of Security Update Services**

Motorola shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server, Solaris and RedHat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3<sup>rd</sup> party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these updates on a quarterly basis.

SUS (Self- Installed) is the baseline offer. Sections describing the optional delivery methods and reboot support service are only applicable if purchased.

### SUS Delivery Methods

Patch Delivery Method	Download Responsibility	Installation Responsibility	Reboot Support
<b>SUS (Self-Installed )</b>	Customer	Customer	*Option 
<b>Remote SUS</b>			*Option 
<b>On-Site Delivery of SUS</b>			Included

### Packages for L & M Cores

Packages	<b>SUS (Self Installed)</b>	<b>RSUS</b>	<b>On-Site Delivery of SUS</b>	<b>Reboot Support</b>
Essential / +	✓			Optional
Advanced / +	✓	✓	Optional	Optional
Premier	✓	✓	Optional	Included

### SUS

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

**Remote Delivery of SUS (RSUS)**

Remote Delivery of SUS. Motorola's dedicated staff remotely installs the required security updates and operating system patches onto your radio network. Vulnerabilities from third party software are addressed as soon as the validation of recommended patches is completed. Motorola will also provide reports outlining updates made for your team's review and awareness. Patch transfers are transparent to the end user. After the patches are transferred, a report is sent out to inform our customers which machines they will need to reboot the appropriate devices to enable the new patches and antivirus definitions.

**Reboot Support Delivery of SUS/RSUS**

This optional enhancement provides support for rebooting impacted servers and workstations after the patches have been downloaded/pushed and installed. Once installation is complete, Motorola will deploy trained technicians to reboot servers and workstations at the customer locations.

**ON-SITE Delivery of SUS**

For convenience, a trained technician will be contacted to provide the complete patching service. At the customer location, the technician will download patches, perform the required installation services and coordinate the rebooting of servers and dispatch ops.

## **2.0 Scope**

Security Update Service supports the currently shipping Motorola ASTRO System Release (SR) and strives to support 4 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

SUS is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

**Antivirus updates** - Antivirus updates are released weekly. The target release for these

updates is by close of business each Tuesday. While the release often occurs early, this is the time and date committed to by vetting.

**Windows** - Updates are downloaded on Microsoft Patch Tuesday (2nd Tuesday of the month). Updates are incorporated, tested and vetted in the Windows Motopatch disk over the next few weeks. The target release is by the last day of the month.

**Windows 3rd Party updates** - for Adobe Reader and Adobe Flash are included on the standard Motopatch for Windows disk and follow the Windows patching schedule.

**RHEL** - Security updates are downloaded the last week of the first month of the quarter. Updates include any updates that are available at that time. We then prepare, test and vet the RHEL 5, and RHEL 6, Motopatch disks and target to release the disks by the last day of the quarter.

**VMware** - Security updates are downloaded the last week of the first month of the quarter for ESXi. These updates are downloaded from HP directly. The updates are incorporated into the Motopatch for ESXi disk. We then prepare, test and vet the ESXi Motopatch and target to release the disk by the last day of the quarter.

**PostgreSQL\*** - Security updates are downloaded the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for PostgreSQL disk target release is by the last day of the quarter. \*7.14 and later major releases

**McAfee Patch Updates** - Security patches are downloaded from McAfee the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The Motopatch for McAfee disk target release is by the last day of the quarter.

**DOT HILL DAS Firmware disk** - Security patches are downloaded from DOT HILL the last week of the first month of the quarter. Whatever updates that are available at that time are used. The disk is then prepared, tested and vetted. The disk target release is by the last day of the quarter.

### **3.0 Motorola has the following responsibilities:**

- 3.1** Obtain relevant 3<sup>rd</sup> party security updates as made available and supported from the OEM's. This includes antivirus definition, OEM vendor available/supported operating systems patches, VMWare patches, database patches, and selected other 3<sup>rd</sup> party patches covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference:

McAfee Antivirus definitions– Weekly

Microsoft PC and Server OS patches – Monthly

Solaris, RHEL OS, VMware hypervisor patches – Quarterly  
Other 3rd party patches - Quarterly

- 3.2 Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- 3.3 Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.
- 3.4 Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- 3.5 Pre-test STIG recommended remediation when applicable.
- 3.6 Release all tested updates to Motorola's secure extranet site.
- 3.7 Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- 3.8 Include printable labels for customers who download the updates to CD's.
- 3.9 Notify customer of update releases by email.
- 3.10 A supported SUS ASTRO release matrix will be kept on the extranet site for reference.

#### **4.0 The Customer has the following responsibilities:**

- 4.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).
- 4.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 4.3 Provide means for accessing pre-tested files (Access to the extranet website).
- 4.4 Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.
- 4.5 Implement recommended remediation(s) on customer system, as determined necessary by customer.
- 4.6 Upgrade system to a supported system release as necessary to continue service.
- 4.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- 4.8 Comply with the terms of the applicable license agreement between the customer

and the non-Motorola software copyright owner.

**5.0 Disclaimer:**

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3<sup>rd</sup> party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

## **Security Monitoring Service Overview**

Motorola's Security Monitoring Services includes anti-malware monitoring and authentication log monitoring. There are also options for firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO system log monitoring.

Motorola's ASTRO Security Monitoring is a complete solution that provides peace of mind and reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

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

### **1. Description of Security Monitoring Services**

#### **1.1. Anti-malware Monitoring**

ASTRO comes installed with Anti-malware SW. Security Monitoring will ensure that malware definition updates, as provided by the Anti-malware OEM, are installed and running. The anti-malware SW is monitored for activity such as deletion, quarantine, and alerting of suspicious SW.

#### **1.2. Authentication Monitoring**

1.2.1. Windows and RSA logins are monitored for repeated failures and locked accounts.

1.3. Firewall Monitoring – The ASTRO system potentially has several firewall options. See Table 1 in the addendum for a list. In any of these firewall applications, Motorola provisions and deploys the firewalls with the ASTRO system. Motorola will monitor each one that has the firewall monitoring option.

1.4. IDS (Intrusion Detection System) Monitoring. An IDS is an option to ASTRO that may be deployed between the ASTRO firewall and the CEN.

#### **1.5. Centralized Log Monitoring**

ASTRO has an option that provides the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events.

### **2. Scope**

The Motorola Secure Operations Center (SOC) consists of highly trained and experienced security professionals. When an event is detected, the technologists will run remote diagnostics and initiate an appropriate response. This response could include, but is not limited to, continuing to monitor the event for further development, attempting to remotely restore the system, or opening of a case for dispatch of a servicer.

### **3. Motorola Responsibilities:**

- 3.1. Provide, maintain, and replace when necessary, HW and SW required to monitor ASTRO security elements. HW may include a firewall, router, or physical server. SW may include virtual servers either on the ASTRO core or a separate physical server, related OS, SIEM collectors, and SW that allows distribution of updates and remote diagnostics.
- 3.2. Verify connectivity and monitoring is active prior to system acceptance or start date.
- 3.3. Coordinate with customer to maintain Motorola service authentication credentials.
- 3.4. Maintain properly trained and accredited technicians. Monitor the customer's system 24/7/365 for malicious or unusual activity.
- 3.5. Reports are posted to the SSC quality webpage. Contact your CSM for access.

### **4. The Customer has the following responsibilities:**

- 4.1. Security Monitoring requires a connection from the customer's ASTRO system to Motorola's SOC in Schaumburg. Motorola offers either a T1 option or a Virtual Private Network (VPN) option through a customer supplied internet connection. Connectivity needs to be established before service commences.
- 4.2. Allow Motorola continuous remote access to monitor the ASTRO system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola to understand and maintain proper administration privileges.
- 4.3. Provide continuous utility service to any Motorola equipment installed or utilized at the customer's premises to support delivery of this service.
- 4.4. Provide customer contact information necessary to complete the Customer Support Plan. Notify your CSM within 2 weeks of any contact changes.
- 4.5. As necessary, upgrade the ASTRO system to supported releases.
- 4.6. Allow Motorola dispatched-servicers physical access to the equipment when required.
- 4.7. Comply with the terms of the applicable license agreements between customer and the non-Motorola software copyright owners.
- 4.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

### **5. Disclaimer**

Motorola disclaims any warranty and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

## Addendum

### Potential ASTRO Firewalls

CNI	Customer Network Interface. This firewall separates the ASTRO Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case.
DSR	Dynamic System Resilience. This is an ASTRO option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO option allows calls to be made to/from ASTRO subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system that could be Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored. The most common location is at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. There may also be additional charges.

## Annual Preventive Maintenance Statement of Work

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

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

### 1.1 Scope

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

### 1.2 Inclusions

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products.

### 1.3 Limitations and Exclusions

Unless specifically called out, the following activities are outside the scope of the Annual Preventive Maintenance service, however, can be included as optional services that are available to Annual Preventive Maintenance customers at an additional cost:

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

### 1.4 Motorola has the following responsibilities:

- 1.4.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.4.2 Advise customer of issues that may require attention.

- 1.4.3 Maintain communication with the customer as needed until completion of the Annual Preventive Maintenance.
- 1.4.4 Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.4.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment for report completion TBD.
- 1.4.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

1.5 The Customer has the following responsibilities:

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

1.6 The Servicer has the following responsibilities:

- 1.6.1 Perform the Preventive Maintenance tasks at the level of service the customer has purchased.
- 1.6.2 Perform the Site Performance Verification Procedures for each site type on the system.
- 1.6.3 Provide required diagnostic/test equipment necessary to perform the Preventive Maintenance service.
- 1.6.4 As applicable, use the Method of Procedure (MOPs) as defined for each task.

# Statement of Work

## Local Radio Combo Package

### 1.0 Description

Local Radio Combo Package provides operational check and board level repair services for mobile, portable, two-way and mobile data. An operational check is an analysis of the Equipment to identify external or internal defects. Local Radio Combo Package also includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture. Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached.

Local Radio Combo Package excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following are excluded from Local Radio Combo service unless they are purchased as an option for an additional fee. The options are OnSite, Radio Survey and Analysis, Portable Remote Speaker Microphones, Portable Antenna Replacements Mobile Remote Control Heads.

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

### 2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on the Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to Customer's vehicle as needed for additional servicing.
- 2.4 Test and Restore the Equipment to Motorola factory specifications.
- 2.5 Remove any dust, and/or foreign substances from the Equipment.
- 2.6 Reprogram Equipment necessary to return Equipment to original operating parameters based on the template in the Equipment, if the template information can be retrieved from the Equipment, or from a backup diskette provided by Customer containing the template information. If the Customer template is not provided or not reasonably usable, a generic template utilizing the latest Radio Service Software (RSS) version for that Equipment will be used. The Equipment will require additional programming by the Customer to Restore the original template.
- 2.7 Notify Customer upon completion of repair for pickup of Equipment.

### 3.0 Customer has the following Responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 If the Equipment will not power up, or if desired, supply Servicer with a backup diskette with the Software template or programming in order to assist in returning the Equipment to original operating parameters. If applicable, record the current flashcode for each radio.
- 3.4 If Motorola must use a generic template to restore Equipment to operating condition, Customer is responsible for any programming required to Restore Equipment to desired parameters.
- 3.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Combo Package service to Customer.

## **Statement of Work**

### **Local Radio Combo Package OnSite Option – Pick up & Delivery**

#### **1.0 Description of Service**

Equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan. This Option covers Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached.

#### **2.0 Motorola has the following responsibilities:**

- 2.1 Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.
- 2.2 Generate service receipt and leave with Customer.

#### **3.0 Customer has the following responsibilities:**

- 3.1 Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.
- 3.2 Provide problem description along with unit.

# Statement of Work

## Local Radio Support

### 1.0 Description of Service

Local Radio Support provides an operational check of Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached. An operational check is an analysis of the Equipment to identify external or internal defects.

If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to Customer. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Servicer and not described in this Statement of Work.

Local Radio Support excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following are excluded from Local Radio Support service unless they are purchased as an option for an additional fee: Portable Remote Speaker Microphones, Portable Antenna Replacements Mobile Remote Control Heads.

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

### 2.0 Motorola has the following responsibilities:

- 2.1 Service to be performed at the Servicer facility during Standard Business Days.
- 2.2 Perform an operational check on Equipment to determine the nature of the problem.
- 2.3 Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.

### 3.0 Customer has the following responsibilities:

- 3.1 Deliver and pick up Equipment to/from the Servicer facility.
- 3.2 Inform Servicer of description of problem for Equipment brought in for service.
- 3.3 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Support service to Customer.

# Statement of Work

## Local Radio Support On Site - Pick & Delivery

### 1.0 Description of Service

For the OnSite, equipment will be picked up from and delivered to the Customer's location, within a designated radius of the Servicer facility. Schedule pickups will be mutually agreed upon and outlined in the Customer Support Plan.

The OnSite Option of Local Radio Support SOW covers Equipment that is specifically named in the applicable Agreement to which this Statement of Work is attached.

### 2.0 Motorola has the following responsibilities:

- 2.1. Use reasonable efforts to pickup and deliver Equipment per the mutually agreed upon Customer location, days of week, and preferred time. If a pick up/delivery cannot occur according to the preferred schedule, Customer will be contacted prior to the scheduled pick up/delivery, to arrange a mutually agreeable alternative date and/or time for pick up/delivery.
- 2.2. Generate service receipt and leave with Customer.

### 3.0 Customer has the following responsibilities:

- 3.1. Designate mutually agreeable location for service pickup and delivery, days of week, and preferred time.
- 3.2. Provide problem description along with Equipment.

# Statement of Work

## Subscriber Preventative Maintenance

### 1.0 Description

Subscriber Preventative Maintenance (PM) provides for an annual operational test to ensure the customer's equipment meets and continues to meet the manufacturer's specification. This service is only provided on subscriber equipment specifically named in the applicable agreement to which this Statement of Work is attached. This service will be provided during standard business days at the Motorola Service facility.

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

### 2.0 Motorola has the following responsibilities:

#### 2.1 The following service will be provided during the PM process, if applicable:

2.1.1. Physically inspect the equipment.

2.1.2. Remove any dust internally from the equipment.

2.1.3. Replace required seals if applicable, reassemble unit and test.

2.1.4. Measure, record, align and adjust the following applicable equipment parameters outlined by the manufacturer.

2.1.4.1. Receive frequency

2.1.4.2. Transmit frequency

2.1.4.3. Transmit frequency error

2.1.4.4. Deviation

2.1.4.5. Transmit power

2.1.4.6. Receive sensitivity

2.1.4.7. Audio output levels

2.1.4.8. Vacuum test performed on ruggedized radios

2.2 Perform an operational check on the equipment, and restore the equipment to Motorola factory specifications.

2.3 Clean external housing of the equipment. External components of unit will only be replaced when functionality has been diminished.

### 3.0 Customer has the following Responsibilities:

3.1 Notify Service Center to pick up equipment from customer designated location.

3.2 Coordinate and schedule with the Motorola Service Shop the PM checks for large quantities of radios needing the PM check completed.

3.3 Schedule the PM check on an annual basis with the Motorola Premier Service Partner to ensure the radio continues to meet Motorola manufacturer specifications.

3.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to perform the Preventative Maintenance service to customer.

**Delray Beach Subscribers****Contract Start Date: 10/1/2019**

<b>Qty</b>	<b>Model Name</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Service Provided</b>
1	APX6000	H98UCF9PW6AN	481CPMB911	Local Radio Combo & PM
2	APX6000	H98UCF9PW6AN	481CPMB912	Local Radio Combo & PM
3	APX6000	H98UCF9PW6AN	481CPMB913	Local Radio Combo & PM
4	APX6000	H98UCF9PW6AN	481CPMB914	Local Radio Combo & PM
5	APX6000	H98UCF9PW6AN	481CPP2293	Local Radio Combo & PM
6	APX6000	H98UCF9PW6AN	481CQP0912	Local Radio Combo & PM
7	APX6000	H98UCF9PW6AN	481CQP0913	Local Radio Combo & PM
8	APX6000	H98UCF9PW6AN	481CQP0914	Local Radio Combo & PM
9	APX6000	H98UCF9PW6AN	481CQP0915	Local Radio Combo & PM
10	APX6000	H98UCF9PW6AN	481CQP0916	Local Radio Combo & PM

<b>Qty</b>	<b>Model Name</b>	<b>Model Number</b>	<b>Serial Number</b>	<b>Depot Wty/ Services Included</b>
1	APX6000	H98UCF9PW6AN	481CSM9343	July 2020/ Local Support & PM
2	APX6000	H98UCF9PW6AN	481CSM9344	July 2020/ Local Support & PM
3	APX6000	H98UCF9PW6AN	481CSM9345	July 2020/ Local Support & PM
4	APX6000	H98UCF9PW6AN	481CSM9346	July 2020/ Local Support & PM
5	APX6000	H98UCF9PW6AN	481CSM9347	July 2020/ Local Support & PM
6	APX6000	H98UCF9PW6AN	481CSM9348	July 2020/ Local Support & PM
7	APX6000	H98UCF9PW6AN	481CSM9349	July 2020/ Local Support & PM
8	APX6000	H98UCF9PW6AN	481CSM9350	July 2020/ Local Support & PM
9	APX6000	H98UCF9PW6AN	481CSM9351	July 2020/ Local Support & PM
10	APX6000	H98UCF9PW6AN	481CSM9352	July 2020/ Local Support & PM
11	APX6000	H98UCF9PW6AN	481CSM9353	July 2020/ Local Support & PM
12	APX6000	H98UCF9PW6AN	481CSM9354	July 2020/ Local Support & PM
13	APX6000	H98UCF9PW6AN	481CSM9355	July 2020/ Local Support & PM
14	APX6000	H98UCF9PW6AN	481CSM9356	July 2020/ Local Support & PM
15	APX6000	H98UCF9PW6AN	481CSM9357	July 2020/ Local Support & PM
16	APX6000	H98UCF9PW6AN	481CSM9358	July 2020/ Local Support & PM
17	APX6000	H98UCF9PW6AN	481CSM9359	July 2020/ Local Support & PM
18	APX6000	H98UCF9PW6AN	481CSM9360	July 2020/ Local Support & PM
19	APX6000	H98UCF9PW6AN	481CSM9361	July 2020/ Local Support & PM
20	APX6000	H98UCF9PW6AN	481CSM9362	July 2020/ Local Support & PM
21	APX6000	H98UCF9PW6AN	481CSM9363	July 2020/ Local Support & PM
22	APX6000	H98UCF9PW6AN	481CSM9364	July 2020/ Local Support & PM
23	APX6000	H98UCF9PW6AN	481CSM9365	July 2020/ Local Support & PM
24	APX6000	H98UCF9PW6AN	481CSM9366	July 2020/ Local Support & PM
25	APX6000	H98UCF9PW6AN	481CSM9367	July 2020/ Local Support & PM
26	APX6000	H98UCF9PW6AN	481CSM9368	July 2020/ Local Support & PM
27	APX6000	H98UCF9PW6AN	481CSM9369	July 2020/ Local Support & PM
28	APX6000	H98UCF9PW6AN	481CSM9370	July 2020/ Local Support & PM
29	APX6000	H98UCF9PW6AN	481CSM9371	July 2020/ Local Support & PM
30	APX6000	H98UCF9PW6AN	481CSM9372	July 2020/ Local Support & PM
31	APX6000	H98UCF9PW6AN	481CSM9373	July 2020/ Local Support & PM
32	APX6000	H98UCF9PW6AN	481CSM9374	July 2020/ Local Support & PM
33	APX6000	H98UCF9PW6AN	481CSM9375	July 2020/ Local Support & PM
34	APX6000	H98UCF9PW6AN	481CSM9376	July 2020/ Local Support & PM







185	APX6000	H98UCF9PW6AN	481CSM9527	July 2020/ Local Support & PM
186	APX6000	H98UCF9PW6AN	481CSM9528	July 2020/ Local Support & PM
187	APX6000	H98UCF9PW6AN	481CSM9529	July 2020/ Local Support & PM
188	APX6000	H98UCF9PW6AN	481CSM9530	July 2020/ Local Support & PM
189	APX6000	H98UCF9PW6AN	481CSM9531	July 2020/ Local Support & PM
190	APX6000	H98UCF9PW6AN	481CSM9532	July 2020/ Local Support & PM
191	APX6000	H98UCF9PW6AN	481CSM9533	July 2020/ Local Support & PM
192	APX6000	H98UCF9PW6AN	481CSM9534	July 2020/ Local Support & PM
193	APX6000	H98UCF9PW6AN	481CSM9535	July 2020/ Local Support & PM
194	APX6000	H98UCF9PW6AN	481CSM9536	July 2020/ Local Support & PM
195	APX6000	H98UCF9PW6AN	481CSM9537	July 2020/ Local Support & PM
196	APX6000	H98UCF9PW6AN	481CSM9538	July 2020/ Local Support & PM
197	APX6000	H98UCF9PW6AN	481CSM9539	July 2020/ Local Support & PM
198	APX6000	H98UCF9PW6AN	481CSM9540	July 2020/ Local Support & PM
199	APX6000	H98UCF9PW6AN	481CSM9541	July 2020/ Local Support & PM
200	APX6000	H98UCF9PW6AN	481CSM9542	July 2020/ Local Support & PM

1	APX6500	M25URS9PW1AN	527CSM3285	July 2020/ Local Support & PM
2	APX6500	M25URS9PW1AN	527CSM3286	July 2020/ Local Support & PM
3	APX6500	M25URS9PW1AN	527CSM3287	July 2020/ Local Support & PM
4	APX6500	M25URS9PW1AN	527CSM3288	July 2020/ Local Support & PM
5	APX6500	M25URS9PW1AN	527CSM3289	July 2020/ Local Support & PM
6	APX6500	M25URS9PW1AN	527CSM3290	July 2020/ Local Support & PM
7	APX6500	M25URS9PW1AN	527CSM3291	July 2020/ Local Support & PM

1	APX7500	L30URS9PW1AN	761CSM0319	Local Radio Combo & PM
2	APX7500	L30URS9PW1AN	761CSM0320	Local Radio Combo & PM