C19-0918

MOTOROLA SOLUTIONS

CITY OF GLENDALE, AZ

PREMIERONE SUITE TO SUPPORT PUBLIC SAFETY DISPATCHING, RECORDS, AND JAIL MANAGEMENT OPERATIONS TECHNICAL DOCUMENTATION

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SECTION 1

SYSTEM DESCRIPTION

1.1 SOLUTION OVERVIEW

Motorola Solutions is pleased to present the following solution for the City of Glendale, AZ (hereinafter referred to as the "City").

Motorola Solution's offering is comprised of PremierOne server hardware, PremierOne server networking hardware, system software, PremierOne application software, PremierOne client software, interfaces and services (as stated in the Statement of Work.)

The following presents a logical illustration of the solution components.

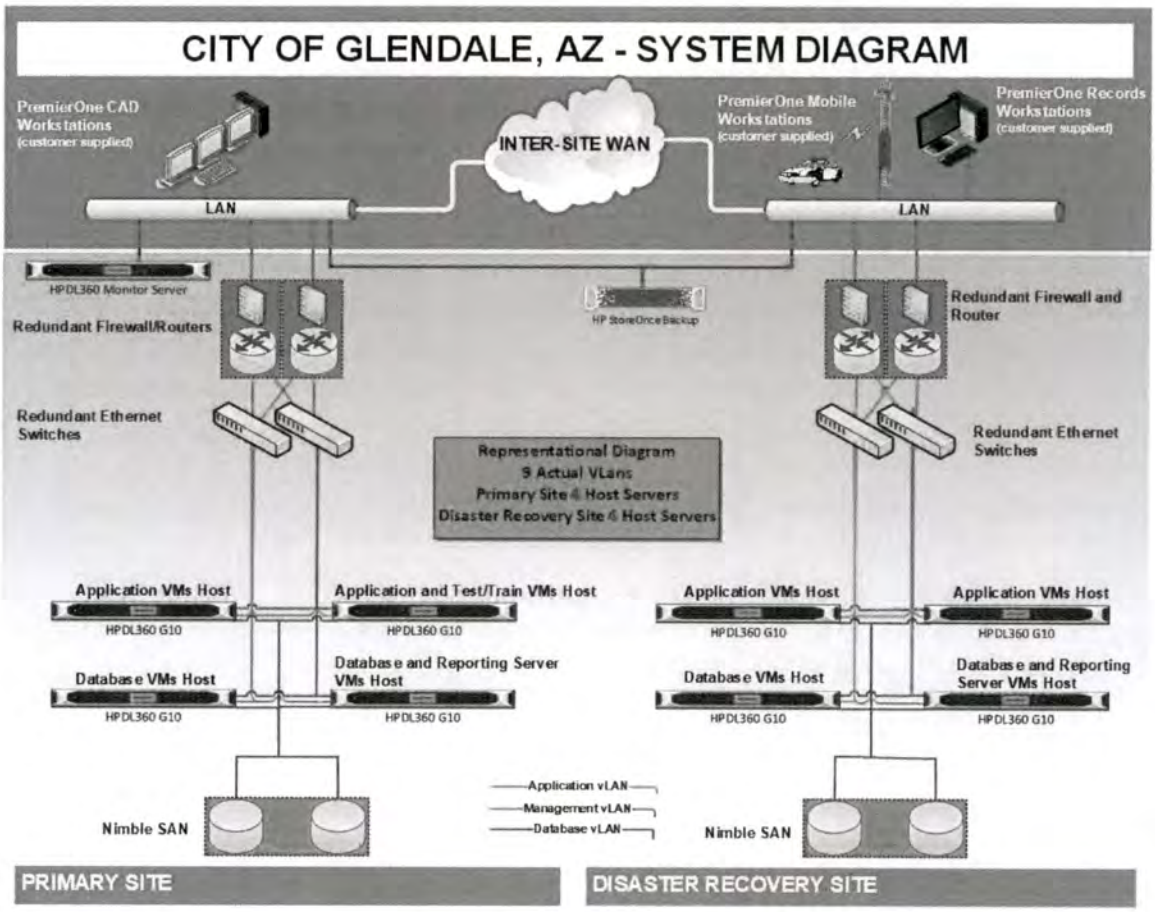


Figure 1-1 - Representative System Diagram

1.1.1 Participating Agencies

The designated agencies participating in the PremierOne system are:

- Glendale Police Department

1.1.2 Basis for System Sizing

The PremierOne solution is sized by tiers. Motorola uses Call for Service (CFS) counts to establish the tiers of infrastructure sizing. Based on the CFS counts provided by you, this solution has been sized as follows:

- Up to 500,000 CAD Calls for Service per year
- Up to 100 PremierOne CAD clients
- Up to 250 PremierOne Mobile clients
- 3.5% annual growth for 5 years
- 6 years of PremierOne CAD data retention (2 years online, 4 years reporting)

The following applications, system components and services are included in this solution:

1.1.3 Application Software and System Components

This solution is based on Motorola Solutions PremierOne Application Software release version 4.4.

- PremierOne CAD with Automatic Resource Location (ARL) via:
  - PremierOne Mobile via cellular
- PremierOne Mobile with Mobile Mapping
- PremierOne Records with UCR and IBR (SIBR) submission only
- PremierOne Mobile Records
- PremierOne Property and Evidence
- Command Central Jail
- PremierOne Handheld
- PremierOne Integrated NG9-1-1 Call Control
- Legacy Records Data Access – Data Warehouse
- Legacy CAD Data Conversion
- PremierOne Convert-on-Demand
- PremierOne Hardware Components
- Interfaces
- Third Party Solutions
  - Trancite Logic Systems (Easy StreetDraw Accident Diagramming)
  - CommSys CLIPS Terminal Licenses

1.1.4 PremierOne Application Client Software Licensing

The following table summarizes the number of PremierOne client application software licenses for all agencies listed in Participating Agencies.

Table 1-1 - PremierOne Licensing

PremierOne Licenses	Per Seat	Concurrent
PremierOne CAD Dispatch with Mapping	18	N/A
PremierOne CAD Low Use	N/A	13
PremierOne Mobile with Mapping	N/A	125
PremierOne Records	N/A	175
PremierOne Records Mobile	N/A	125

PremierOne Licenses	Per Seat	Concurrent
CommandCentral Jail	N/A	18
PremierOne Handheld	N/A	25
PremierOne NG911 Call Control for Voice	18	N/A
PremierOne NG911 Call Control for Text	18	N/A

1.1.5 Microsoft, VMware, other Software Licensing Ancillary components

The following table lists type and number of Microsoft and VMware licenses and the party responsible for providing them.

Table 1-2 - Microsoft and VMware Licensing

Microsoft & VMware Licenses	Primary Site	DR Site	Total	Customer Provided	Motorola Provided
Microsoft DataCenter 2016 (16 core)	4	4	8		X
Microsoft DataCenter 2016 (2 core) Add License	16	16	32		X
Microsoft Windows 2016 OS	2	0	2		X
Microsoft SQL 2017 Enterprise 4 Core License	4	3	7		X
Microsoft SQL 2017 Enterprise 2 Core Add On License	5	5	10		X
Microsoft SQL 2017 Standard 4 Core License	6	3	8		X
Microsoft SQL 2017 Standard 2 Core Add On License	5	5	10		X
Microsoft System Center Operation Manager 2016 (SCOM)	48	48	96		X
VMware vCenter Standard	1	1	2		X
VMware vSphere Ent+ CPU	9	8	17		X
VMware Site Recovery Manager	0	2	2		X

The following table lists the type, number and who is providing these ancillary items:

Table 1-3 - Ancillary Components

Description	Details	Customer Provided	Motorola Provided	Quantity
F5 Load Balancers	Virtual/Physical Network Load Balancing Software Integrated with Solution		X	4
SolarWinds	Network Performance Monitoring		X	1
SolarWinds	NetFlow Traffic Analyzer		X	1
GIS Editing Software	10.3 of Esri ArcGIS Desktop and Network Analyst Extension Software	X		
Client Access Licenses	Microsoft Windows Server 2016	X		1 Per Client Refer to Microsoft Website for Guidance
CommSys ConnectCIC	Enables State Queries		X	1
FortiGate Network Devices	Provides server component isolation from other systems within the City's data center by means of a firewall router.		4	
Extreme Networks X620	16 port 10Gb Layer 2 Switching, Layer 3 IPv4/IPv6 Routing		4	
Extreme Networks X420	48 port GbE Management vLAN Switch		4	
HPe DL360c Gen10 w/dual Xeon Gold 6146, 384 GB RAM, 2 NIC, 2 x 8GB microSD	Host Server		8	
HPe DL360 Gen10 w/ single XeonS 4114, 128 GB RAM, 5x1.2TB HDD	Monitor Server		1	
Nimble Storage HF20 42TB	SAN		2	
HPe StoreOnce 3520	Location to Store Backups		1	

Description	Details	Customer Provided	Motorola Provided	Quantity
Equipment Rack HPe Rack Model P9K38A 42 U	Rack Mount Keyboard and Monitor **Cabinet Dimensions** 78.9 in. x 39.7 in. x 24 in. **Shipping Dimensions** (with packaging materials) 86.2 in. x 48 in. x 35.6 in. **Shipping Weight** 1868 lb. – Total **Installed Weight** 385 lb. – Rack – Equipment 743– Total **Maximum Load of Rack** 3000 lb. **Rack Clearance** Front: 48 inch Back: 30 inch **Power Distribution Units** HPE 4.9kVA 208V		2	

1.1.6 PremierOne Interfaces

The table below list the specific interfaces included in our solution. An Interface Specification Document (ISD) is included for each interface in Attachment A. The ISD details the specific features and functionality of the interface and describes the implementation process and responsibilities of the involved parties. Any requests for change to the ISD following contract is subject review and consideration through the change control mechanism of the contract.

The "Priority" column in the table below is defined as follows:

- Priority 1 - Interfaces that will be deployed, tested, and accepted by Glendale prior to go-live.
- Priority 2 - Interfaces that are considered non-critical to Glendale going live on the system. Motorola and Glendale will collaborate to create a timeline on the deployment of such interfaces after Glendale is live on the system.

Table 1-4 - Solution Interfaces

Interface Name	Functionality	ISD	Priority	DR Y/N?
State/NCIC	PremierOne Suite Services	COMMON – Suite State Query	1	Y
911 Interface	CAD	COMMON – E911/TDD	1	Y
RTCC	CAD Server	COMMON – On-Prem Aware Video	2	N

Interface Name	Functionality	ISD	Priority	DR Y/N?
CryWolf	CAD Server	CryWolf (Public Safety Corporation)	1	N
Tyler HR	PremierOne Suite Services	Common – Suite Provisioning Personnel and Roster	1	N
ASTRO Radio Console	CAD Client	ASTRO Radio Console (Motorola)	1	N
ASTRO Radio PTT	CADICAD	ASTRO Radio PTT (Motorola)	1	N
Insight Query	PremierOne Suite Services	Common – Suite External Query	2	N
Legacy Records Query	PremierOne Suite Services	Common – Suite External Query	1	N
LexisNexis	Records RDW	Common – Records Data View	2	N
LInX	Records RDW	LInX – Records (Northrop Grumman)	2	N
CopLink	Records RDW	CopLink (IBM)	2	N
Justware	Records Server	JustWare Court Case Management System (JustWare)	1	N
CopLogic	Records Server	CopLogic DeskOfficer Online Reporting System-DORS (LexisNexis)	2	N
Laserfiche	Records Server	Enterprise Content Management-ECM Records (Laserfiche)	2	N
JusticeTraxx	Records Server	Common – Records Two-Way Property and Evidence	2	N
CARFAX	Records Server	Common – Records Outbound Printout Creation	1	N
Buy Crash	Records Server	Common – Records Outbound Printout Creation	1	N
AJACS	Records Server	Common – Records Two-Way Data Exchange	1	N
State Accident Reports	Records Server	Common – Records Outbound Printout Creation	1	N
Insight	Records Server	Common – Records Outbound Data	2	N

1.2 PREMIERONE SYSTEM ARCHITECTURE

PremierOne is designed on the principles of Service Oriented Architecture (SOA) allowing separation of servers and services to modular components. PremierOne is also architected to have no single point

of failure. Its software design is redundant, as database replication occurs across multiple servers. The solution is built on industry standard components from Microsoft .NET architecture using Microsoft Windows and Microsoft SQL Server. The system can be expanded through the allocation of additional physical or logical resources as needs grow. In addition, site-to-site replication creating a multi-site architecture with disaster recovery is included.

The PremierOne system is deployed with a single production environment incorporating the high availability components and interfaces presented in this solution. The production environment incorporates the high availability components and reconfigured interfaces presented in this solution. The system design also provides a single limited use environment that can be used as a test or training environment. The single limited environment does not include the interfaces configured for use in the production environment.

Environment Summary:

- 1 Production Environment
- 1 Limited Use for Test or Training

PremierOne is architected around a virtualized server configuration and supports VMware vSphere 6.5 (or later) for the hypervisor. Server virtualization provides application isolation providing the ability to isolate specific services for ease of diagnostics and hardware resource management.

1.2.1 PremierOne High Availability Architecture

The combined software, hardware and IT network architecture is designed to provide an integrated high-availability system at each site. Redundant software and hardware components are the basis of the high-availability system design. Redundant network paths are used throughout the system configuration. Command Central Jail application is not part of the High Availability Architecture.

Multiple application servers support the application service layer and utilize load balancing to manage the load across the servers. RAID storage configurations provide redundancy and recovery within the storage components, and dual power supplies and circuits are used to ensure power redundancy.

Application, database and Application Delivery Controllers (ADC) failovers operate independent of one another within PremierOne. This means the failure of one component does not require the other components to fail over.

PremierOne's active monitoring identifies problems and failures before they occur. For example, low disk space or high processor utilization will trigger an alert to be sent, to notify the recipient of a possible problems or future failure before it affects the system. In the event of a service or component failure, PremierOne will stop using the failed service or component instance and automatically shift over to the secondary service or component instance without impacting operations.

The following depicts the fault tolerant components of the system.

Table 1-5 - Fault Tolerant Software Components

Component
F5 to provide load balanced network traffic to the application services. - PremierOne monitors active services and restarts them as necessary. - In the case of a server failure, the node is disabled transferring the load to the remaining nodes in the cluster.

Component
Replicated databases on different servers. Servers are replicated in a cluster set. - SQL Server AlwaysOn provides redundancy and automatic failover. - In case of a database server failure, there is no user intervention required. Secondary database becomes the active database without administrator intervention and continues processing transactions within the data center.
Fault tolerant networking components throughout the entire stack, the use of Link Aggregation Groups between network nodes and multipath configuration such that no single cable, port or device can interrupt system operation.
PremierOne System Manager monitoring: - CAD application - Records application - Application Delivery Controller cluster - Database status - Disk space - Windows Performance Counters

The backup service (backup library and backup software), the Report Data Warehouse (ad hoc reporting services), and the Test/Training environments are not designed to meet the same high availability requirements as the production application and database servers. Reporting services and test/training environment(s) are not considered critical and therefore are not redundant in the configuration.

High availability is independent of a geographically redundant disaster recovery solution.

1.2.2 Microsoft Active Directory Service

PremierOne provides directory services to support the secure management and operations of PremierOne through an isolated Microsoft Active Directory (AD) environment. The servers provided with the solution contain computer accounts in this AD tree. Service and Administrator user accounts and groups will be setup in the isolated Active Directory with the appropriate group memberships set.

In order to facilitate ease of user account management, PremierOne can use the City's AD environment for authentication. Once the user account is built in PremierOne provisioning, it can then use LDAP to query the City's environment for the account authentication. By using this configuration, the City can enforce password policy, retention, and complexity requirements across the enterprise with a user having a singular identity.

Motorola Solutions will provide a one-way forest trust from the PremierOne local domain to the city's Active Directory environment. The trust provides users with Domain Administrator privileges on the City's AD instance to access and administer the PremierOne environment while preserving authentication and logon information. Motorola recommends that this trust be non-transitive in nature. Motorola does not recommend a two-way trust, as none of the PremierOne service accounts need authentication or resources on the City's network.

PremierOne's Active Directory schema is for servers and services. Active Directory user authentication (if desired) will be against the City's Active Directory schema.

1.2.2.1 Name Resolution

PremierOne provides host name resolution through an Active Directory Integrated Domain Name Service (DNS). In order for systems residing outside of the PremierOne network to communicate with the PremierOne system, the City must configure their DNS servers to forward PremierOne name resolution requests to PremierOne DNS servers. This will allow devices on the City network to find systems within the PremierOne environment.

For tighter integration, the City, working with Motorola, must configure their DNS servers to allow name resolution requests from within the PremierOne systems to be processed.

1.2.3 PremierOne Common Services

PremierOne Common Services provides system administrators the flexibility to manage internal services throughout the platform from a single point. PremierOne Common Services include GIS, System Security, Reporting, and the system tools for provisioning.

1.2.3.1 Geographic Information System (GIS)

Geo-spatial data is uploaded to the system through tools implemented within Esri ArcGIS. Address validation data is maintained in redundant Microsoft SQL Server geodatabases that store locations and boundaries both spatially and in optimized search tables. Esri ArcGIS Servers provide routing and ETA calculations using the Network Analyst extension. Client maps are displayed using Esri ArcGIS Engine.

- PremierOne uses GIS for display, location validation, and unit recommendation. PremierOne tools made available for ArcTool box, provides the ability to load local data manually or through an automated model.
- The PremierOne Response Boundary Data Import Tool imports and aggregates boundaries in multiple layers into a single spatial table within the geodatabase for support of multi-agency / multi-jurisdictional scenarios. GIS data is a key component of a PremierOne deployment and one that is required. GIS provides the mechanism for location validation and recommendation for response.
- A PremierOne conformant and geographically accurate GIS data is required for the proper operation of PremierOne. It is the City's responsibility to provide a complete and accurate GIS data that conforms to the PremierOne GIS Data Requirements as noted in **Error! Reference source not found.** for use in PremierOne. Each agency being added to PremierOne must have their geographic coverage included in the geodatabase imported into PremierOne.
- The use of remote and/or Esri Online services is not supported. Motorola is not responsible for map availability or any degradation of client performance caused by the use of third party hosted internet map services; as these services are outside the domain of the PremierOne infrastructure and are not managed by Motorola. PremierOne is a mission critical application that must control the import/access of the GIS data.

1.2.3.2 PremierOne System Security

The PremierOne Suite is deployed within its own Microsoft Active Directory (AD) domain in its own local area network. Active Directory Domain Controllers authenticate and authorize users to perform actions within the domain making sure authorized users have appropriate access to data and services.

The PremierOne user provisioning environment can be setup to query your AD environment (using LDAP) allowing for a single point of user and password management across all applications.

The PremierOne network contains multiple virtual local area networks that are used to secure and segment traffic for purposes of user access as well as data storage and replication. PremierOne architecture resides behind dual redundant firewalls to protect the PremierOne network from unauthorized intrusion and security threats. These firewalls are provisioned in a high availability configuration so if either of the two fails, traffic and security will remain intact across the other.

1.2.3.3 Microsoft Reporting Services

PremierOne uses Microsoft SQL Server 2017 Reporting Services (SSRS) for reporting purposes. SQL Server 2017 Reporting Services is a server-based reporting platform that is used to create and manage tabular, matrix, graphical, dashboards, and free form reports that contain data from relational and multidimensional data sources. The reports can be viewed and managed via a browser.

PremierOne also fully supports the use of Crystal Reports. The PremierOne Report Data Warehouse (RDW) contains Criminal Justice Information System (CJIS) compliant data for the purposes of report generation. The PremierOne CAD RDW is designed with views that are available for access by Crystal Reports.

1.3 CJIS AND COMPLIANCE

PremierOne, when combined with the City's policies assist the City in meeting the CJIS requirements of the State.

As a mission critical application, PremierOne is designed to be deployed within a secure environment. Motorola's PremierOne CAD and Mobile supports FIPS 140-2 encryption for enhanced data security using Microsoft encryption libraries. CAD call data communicated between the client and server is encrypted to FIPS 140-2 compliance.

PremierOne utilizes Windows Server 2016 Enhanced Cryptographic Provider (RSAENH) by Microsoft Corporation, which has been certified by the National Institute of Standards and Technology (NIST). The NIST Certificate Number is #1894. Some of the features in PremierOne that support CJIS Security Requirements include:

- FIPS 140-2 compliant SHA256/RSA4096 certificates for Client to server communication and encryption.
- AES 128 or AES 256-bit encryption in mobile over the air transport.
- AES 256-bit encryption in CAD client transport.
- FIPS 140-2 compliant SHA256 or SHA512 hashing and AES encryption throughout the entire application Allowing PremierOne to work on Windows computers with FIPS-compatibility policy turned on – both servers and clients.
- Provides the ability to secure all web traffic to and from the solution with a FIPS Compliant TLS 1.2 SSL certificate which can be linked to a public key infrastructure (PKI).
- Complex Password Configurations
- Inactivity Time Outs
- Removing all CJIS information from the device at logoff

- Audit Logging
- System Reports such as - Interface Query Summary Report, Login and Logoff Report, Mobile Query Report, Officer Activity Report, and the Purged Records History Report

1.3.1.1 PremierOne Handheld Specific CJIS Security Requirement Compliance

PremierOne Handheld supports the CJIS Security Requirements for FIPS 140-2 encryption, audit logs, device swipes, and inactivity locks.

1.4 SYSTEM PLATFORM AND COMPONENTS

This section discusses the hardware, operating system, and system software of the PremierOne solution.

Note: It is the responsibility of the City to provide any specialized hardware and installation to ensure compliance with any local, State or Federal natural disaster safety regulations.

PremierOne Servers

The PremierOne hardware solution utilizes HPe servers as physical hosts.

Host servers are HPe DL360c Gen10 servers configured with:

- Dual 12-Core Intel® Xeon® Gold 6146 processor, running at 3.2 GHz, with a 25 MB L3 Cache
- Each server also contains direct attached storage in the form of two 8 GB micro SD hard drives with Smart Array controllers in a RAID configuration
- Four (4) - 10 Gigabit network ports
- Each server is configured with 384 GB RAM

The Monitor server is HPe DL360c Gen10 server configured with:

- Single 10-Core Intel® XeonS® 4114 processor, running at 2.2 GHz, with a 13.75 MB L3 Cache
- Each server also contains direct attached storage in the form of five 1.2 TB 10,000 RPM SAS hard drives with Smart Array controllers in a RAID configuration
- Four (4) – 1 Gigabit network ports
- Each server is configured with 128 GB RAM.
- SolarWinds Network Performance Monitor and Traffic Analyzer Module.

1.4.1 PremierOne Storage and Backup

PremierOne's Backup and Recovery subsystem includes online storage and a means to back up the system offline through Nimble Storage and HPe StoreOnce disk arrays. Our solution design provides storage area arrays that are utilized by the host servers for storage and for online backups with near real-time data recovery.

Nimble Storage

The Nimble Storage HF20 Adaptive Flash array delivers sub-millisecond response times make the HF20 ideal for mixed or mainstream workloads requiring high performance. The HF20 can scale from 13 TB to over 1.9 PB of effective capacity. The HF20 can be non-disruptively scaled-up all the way to over 2.3 PB of effective capacity. Performance can be scaled independently of capacity to

flexibly match workload and capacity requirements. Adaptive Flash arrays automatically optimize for capacity and performance, while allowing you to change the service level of any volume.

The Nimble Storage HF Series SAN provides 42 TB of RAW storage. This storage is comprised of twenty-one 2 TB HDD along with three 1920 GB SSD (5.8 TB flash) iSCSI connected drives.

HPe StoreOnce Backup

The PremierOne solution includes an HPe StoreOnce Enterprise-class Backup and Recovery system. This system uses backup to disk and data deduplication techniques to enable high-speed backup of Big Data sets. The HPe StoreOnce is controlled by an application server running HPe Data Protector software for the purposes of application and database server backup and recovery. In addition, this backup solution provides mechanisms for data encryption for offsite storage as needed. Best Practices and Motorola recommendation are to locate this device in an alternative geo-diverse location from the PremierOne system.

1.4.2 Ancillary Components

FortiGate Network Devices

Component isolation provides reliability, availability and performance. The solution is based on FortiGate devices to provide the perimeter network router, firewall and Virtual LAN (VLAN) configurations for the PremierOne solution.

Extreme Networks ExtremeSwitching

The ExtremeXOS modular operating system supports intelligent Layer 2 switching, Layer 3 IPv4/IPv6 routing, as well as role-based policy capabilities.

The ExtremeSwitching X620 is a compact 10 GB Ethernet switch designed for 10GB edge applications. The family includes 10-port and 16-port 10 Gbe versions – all in a small 1RU form factor – ideal for high-performance workgroups requiring 10GB connectivity to servers, storage and clients.

The ExtremeSwitching X460 is a compact 10/100/1000 MB Ethernet switch. This switch is included to provide network connectivity to non 10GB activities.

F5 BigIP Application Delivery Controllers

The solution consists of a virtual Application Delivery Controllers (ADC) for the PremierOne system. These are purpose built appliances that reside outside of the application servers that present a "virtual server" address to the outside world. Upon user connection, these appliances will forward the connection to the most appropriate real server using bi-directional network address translation (NAT).

SolarWinds System/Network Management Tools

The solution consists of a dedicated virtual server to host an instance of the SolarWinds management tools. SolarWinds is setup to monitor and log traffic flow data through the FortiGate firewalls and load balancers through the server side network interface cards. Additionally, it monitors and logs CPU and memory utilization on the switches and firewalls as well as the hardware layer for the server hosts in the solution. Monitoring occurs at both the primary site as well as the DR site. As part of the firewall, monitoring it also indirectly monitors the WAN link for replication. This data provides the Motorola support teams with the information necessary to support the system and provide historical measurements of system performance.

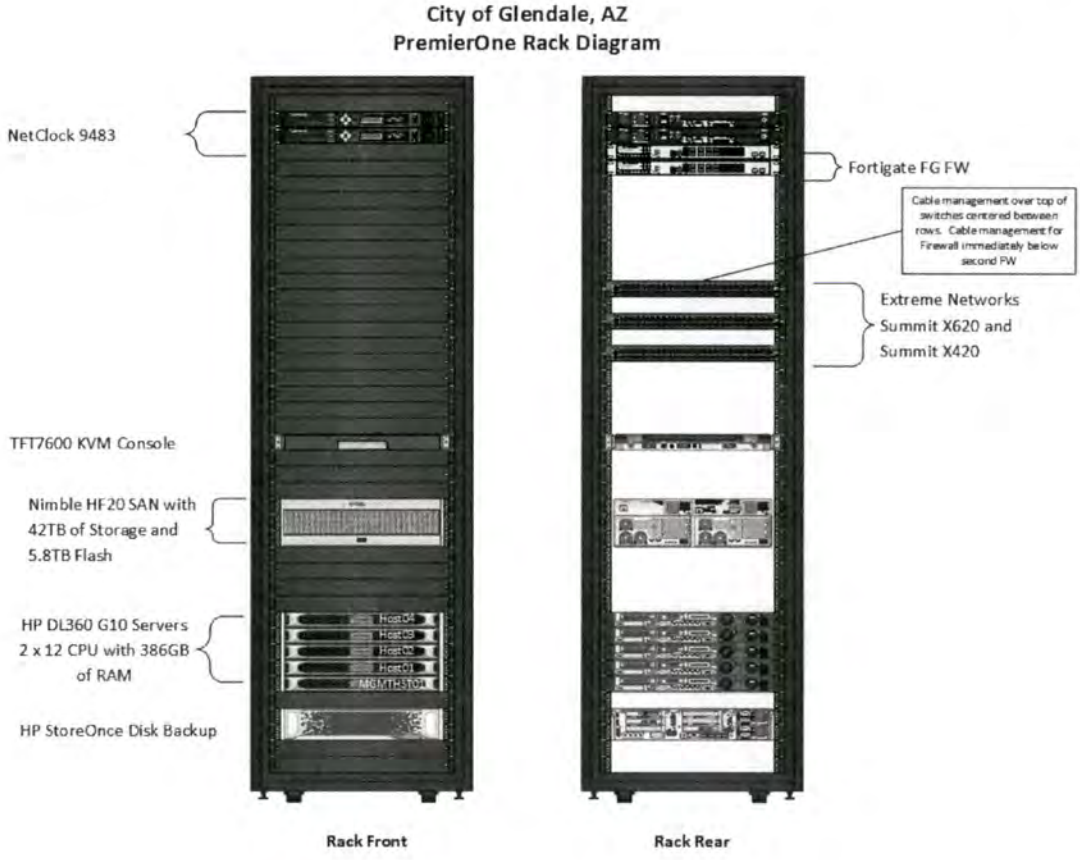


Table 1-6 - Sample Hardware Rack Layout for Primary Site

Note: This is a representative diagram only final configuration will be determined during system staging and is subject to change.

The City must provide access to the loading dock at the installation location for the delivery of equipment and that a City resource is able to receive and secure the storage of equipment. Additionally, a temporary staging area for the unpacking and assembly of equipment must be provided.

The City is responsible for any accommodation necessary to provide clearance and access through hallways, doorways, and elevators meeting or exceeding the specifications of the shipping container/rack at all sites housing solution components.

1.5 TCP/IP NETWORK AND DATA CENTER REQUIREMENTS

1.5.1 Network Requirements

Motorola's solution requires TCP/IP protocol for connectivity. All servers and workstations will connect to the City's existing network. The City will provide access to facilities and a dedicated resource knowledgeable on the city's WAN/LAN.

The City will supply IP addresses and a mechanism for maintaining IP persistence. Desktop, Mobile, and Handheld clients require a persistent IP address from the time the application is opened to the time the application is closed.

PremierOne CAD Network Requirements

PremierOne is dependent on the City's LAN for client workstation performance. The estimated network requirement per CAD client with typical usage is 0.8 Mbps – 1.2 Mbps. The recommended built-to bandwidth is 1.2 Mbps per workstation. Peak load events (e.g. login) require higher bandwidth and higher bandwidth will generally be required for sites with higher quantities of users and greater data intensive operations such as complex map annotation sets and map manipulation if the data resides on the server. The bandwidth recommendations account for the operation of the LAN client to "not exceed the values" with the map data being stored locally on the client workstation. Additional bandwidth will be required for the transfer of large multi-media files, premise hazard data files and other large attachments.

Network latency plays a key role in the responsiveness of CAD client operations. PremierOne is designed for optimal use on a local network environment where latency is very low. It is important that efforts be made to provide the lowest latency possible between the PremierOne CAD servers and each PremierOne CAD client. PremierOne requires latency of no greater than 20ms round-trip from the client to the servers and back.

PremierOne Mobile and PremierOne Records Mobile Network Requirements

Both PremierOne Mobile and PremierOne Records Mobile's functionality is designed for 3G and 4G networks. 3G network connectivity is required but, 4G connectivity is highly recommended.

The City will need to provide 3G/4G wireless network infrastructure and connectivity with routing between the Mobile clients and both the primary and as applicable, disaster recovery data centers.

PremierOne Records Network Requirements

PremierOne Records is dependent on the City's LAN for client workstation performance. The estimated bandwidth requirements between server and PremierOne Records client can vary based on the activity of the user. It is when documents are being requested or submitted and searches are being performed, is when network bandwidth is required. During data entry, network requirements are minimal. Peak load events (e.g. login) require higher bandwidth and higher bandwidth will generally be required for sites with higher quantities of users and higher frequency data intensive operations including image display.

PremierOne Records Mobile Network Requirements

PremierOne Records Mobile's is designed for 3G and 4G networks. 3G network connectivity is required and 4G connectivity is highly recommended. The City will need to provide 3G/4G wireless network infrastructure and connectivity with routing between the Mobile clients and both the primary and disaster recovery data centers. Mobile workstations require a persistent IP address from the time the application is opened to the time the application is closed. A persistent IP address can be accommodated in many ways including static IP, DHCP reservation, permanent DHCP lease, or with middleware such as RadioIP and NetMotion. The City will need to supply IP addresses for Mobile clients.

Motorola encourages the City to test and evaluate the level of service being provided by their carriers on a regular basis to validate mobile applications be not affected by provider changes.

1.5.1.1 Network Bandwidth Calculations

The following bandwidth specifications are required for system performance and have been calculated based on the solution being provided for the City. Included are anticipated bandwidth specifications after 5 years of annually compounded growth of 3.5% resulting in up to 22 client workstations. As this is a recommendation, the values represented have been rounded up. If the City usage exceeds the figures Motorola used in its considerations, the City will need to provide additional hardware and or software to meet the increased need.

Table 1-7 - Network Bandwidth Calculations

Bandwidth Specifications for Year 1 Based on 18 CAD Clients		
CAD Client to Server Bandwidth (recommended bandwidth of 2 Mbps)	14 - 22	Mbps
Bandwidth Specifications for Year 5 Based on 22 CAD Clients		
CAD Client to Server Bandwidth (recommended bandwidth of 2 Mbps)	18 - 26	Mbps

1.5.2 Data Center Requirements

The environmental data center requirements stated in the following sections must be satisfied in order to support the PremierOne installation. The requirements specify what the City must perform, provide, or ensure in order to prepare for and aid with the solution deployment.

Included in the requirements are various considerations for the servers and supplemental equipment, power and network connectivity, access to various information and resources, and compliance with laws and specifications.

Power Requirements and Heat Output

The following tables provide representative examples of the power utilization, heat output, and the temperature ranges for the various components of the PremierOne system and the electrical circuits needed by the overall system. It is important to note that these numbers represent an estimate only. This table will be updated once the hardware list has been finalized.

Table 1-8 - Power Requirements and Heat Output

Component	Max Total Power (Watts)	Total Heat Generation (BTU/hr.)
PremierOne Rack	4700	13000

Cooling airflow through each server rack enclosure is front-to-back. Because of high heat densities and hot spots, the City must ensure that an accurate assessment of airflow into and out of the server equipment has been performed. This is essential for reliable server operation. Airflow assessment is not within the scope of Motorola Solutions responsibility.

Table 1-9 - Temperature and Humidity Ranges

Specification	Operating
Temperature Range	50°F to 95°F

Specification	Operating
Relative Humidity Range	20% to 80% (non-condensing)

Circuit Requirements

The PremierOne racks require a specific type of connector due to the type of equipment housed in each rack. The power circuit requirements for each PremierOne server rack are contained in the table below.

Table 1-10 - PremierOne Server Rack Circuit Requirements (per rack)

Voltage (VAC)	Dedicated Branch Circuit rating (A)	Quantity	Line Cord
208	30	3	NEMA L6-30P

1.5.3 PremierOne Workstation Specifications

The following specifications are provided for the City's reference.

Workstation specifications are representative of workstations used in the testing of the latest release of PremierOne software and do not take into account any other applications. The following .net Framework versions are both required in the workstations of any PremierOne client application: Microsoft .Net Framework v3.5.1 SP1 and Microsoft .Net Framework v4.7.

Future releases of PremierOne may dictate changes to the workstation specifications. Each agency should consider their own technology replacement lifecycles and policies for specific purchase decisions.

1.5.3.1 PremierOne CAD Recommended Specifications

Table 1-11 - PremierOne CAD Workstation Recommended Specifications

Component	Description
Processor	3.5 GHz quad-core processor (E5-1620 v4 CPU 3.5 GHz)
RAM Memory	16 GB memory
Available Disk Space	20 GB available on a SSD disk.
Operating System	Windows 10 Professional 64-bit (Windows 7 SP1 and Windows 8.1 Pro supported)
Network Interface Card	1 Gigabit or faster Ethernet network adapter
Display	Three (3) – 1024 x 768+ pixel, 16+ bit color displays
Keyboard	QWERTY Keyboard with 12 function keys
Graphics Adaptor	Graphics adapter with at least 512 MB RAM per monitor, 24-bit capable graphics accelerator, OpenGL v2.0 runtime or higher. Latest available drivers. Shader Model 3.0 or higher is recommended
Network Bandwidth	2 Mbps network bandwidth (to server) with 1ms or less round-trip latency
Additional Applications	Adobe PDF reader (for help files) Microsoft .Net Framework v4.7.1 and above SQL Server Express 2017

1.5.3.2 PremierOne Mobile CAD and Records Mobile Workstation Recommended Specifications

Table 1-12 - PremierOne Mobile CAD and Records Mobile Workstation Recommended Specifications

Component	Description
Processor	Intel i3, i5, or i7 2.6 GHz dual core processor
RAM Memory	16 GB memory
Available Disk Space	20 GB available disk space
Operating System	Windows 10 Professional 64-bit (Windows 7 SP1 and Windows 8.1 Pro supported)
Network Interface Card	Radio / Wireless communications device, 3G or 4G network
Display	One (1) – 1024 x 768+ pixel, 16+ bit color display, 11.6" or larger display. Usage on devices with alternative resolutions and smaller screens should be tested and screen settings optimized. Example: On a 10.1" WUXGA screen, use a resolution of 1280 x 800 and a font size of 125%.
Keyboard	Standard QWERTY keyboard and Touchpad / Point Stick (or equivalent mouse device) Touchscreen Optional
Graphics Adaptor	Video processor with at least 256 MB RAM, 24-bit capable graphics accelerator, OpenGL v2.0 runtime or higher. Latest available drivers. Shader Model 3.0 or higher is recommended. Adobe PDF reader (for help files)
Additional Applications	Microsoft .Net Framework v4.7.1 and above Adobe PDF reader (for help files) SQL Server Express 2017

1.5.3.3 PremierOne Records Workstation Recommended Specifications

Table 1-13 -PremierOne Records Workstation Recommended Specifications

Component	Description
Processor	Intel® Dual Core (2.8 GHz)
RAM Memory	16 GB memory
Display	1024 X 768 or higher pixel, 16+ bit color display
Keyboard-Mouse	QWERTY Keyboard

1.5.3.4 PremierOne Records Mobile Recommended Specifications

Table 1-14 - PremierOne Records Mobile Recommended Specifications

Component	Description
Processor	Intel i3, i5, or i7 1.6 GHz dual core processor
RAM Memory	16 GB memory Minimum
Available Disk Space	20 GB available disk space
Operating System	Windows 10 Professional 64-bit

Component	Description
Network Interface Card	Radio / Wireless communications device, 3G or 4G network
Display	One (1) – 1024 x 768+ pixel, 16+ bit color display, 11.6" or larger display. Usage on devices with alternative resolutions and smaller screens should be tested and screen settings optimized. Example: On a 10.1" WUXGA screen, use a resolution of 1280 x 800 and a font size of 125%.
Keyboard-Mouse	Standard QWERTY keyboard and Touchpad / Point Stick (or equivalent mouse device) Touchscreen Optional
Graphics Adaptor	Video processor with at least 64 MB RAM, 24-bit capable graphics accelerator, OpenGL v2.0 runtime or higher. Latest available drivers. Shader Model 3.0 or higher is recommended
Additional Applications	Adobe PDF reader (for help files)

1.6 DISASTER RECOVERY (DR)

DR / Failover Solution -Suite

Motorola's offering includes a Disaster Recovery (DR) solution for PremierOne CAD and PremierOne Records. Command Central Jail is not part of the Disaster Recovery Solution.

The Disaster Recovery solutions include hardware and software for geographically distinct recovery data centers, the software required to replicate data between the primary and recovery data centers, and scripted processes to transfer operation between the data centers. This solution provides continued availability of the PremierOne system in the event the primary data center becomes unavailable.

The PremierOne CAD DR replication and failover processes utilizes SQL Always On replication groups. PremierOne Records uses VMware site replication. The failover processes for these products utilize separate, application specific, scripts that are specifically suited to each application's server and database design.

1.6.1.1 CAD Disaster Recovery

CAD DR Implementation

During normal operation PremierOne clients connect to the PremierOne servers in the primary data center. CAD data, such as active incidents, are stored in a storage area network (SAN) collocated in the primary data center.

Data updated in the primary SAN array is asynchronously updated in the recovery data center's SAN. PremierOne Disaster Recovery utilizes Microsoft SQL Always On to facilitate data replication between the primary and recovery data centers. This technology allows the PremierOne servers in the recovery data center to remain on thus reducing failover time. All changes replicate in real time using asynchronous replication. Data in PremierOne databases are replicated from primary to secondary databases at the SQL database level using Always On Availability Groups (AAG). SQL Server instance disaster recovery is implemented with SQL Always On Failover Clusters.

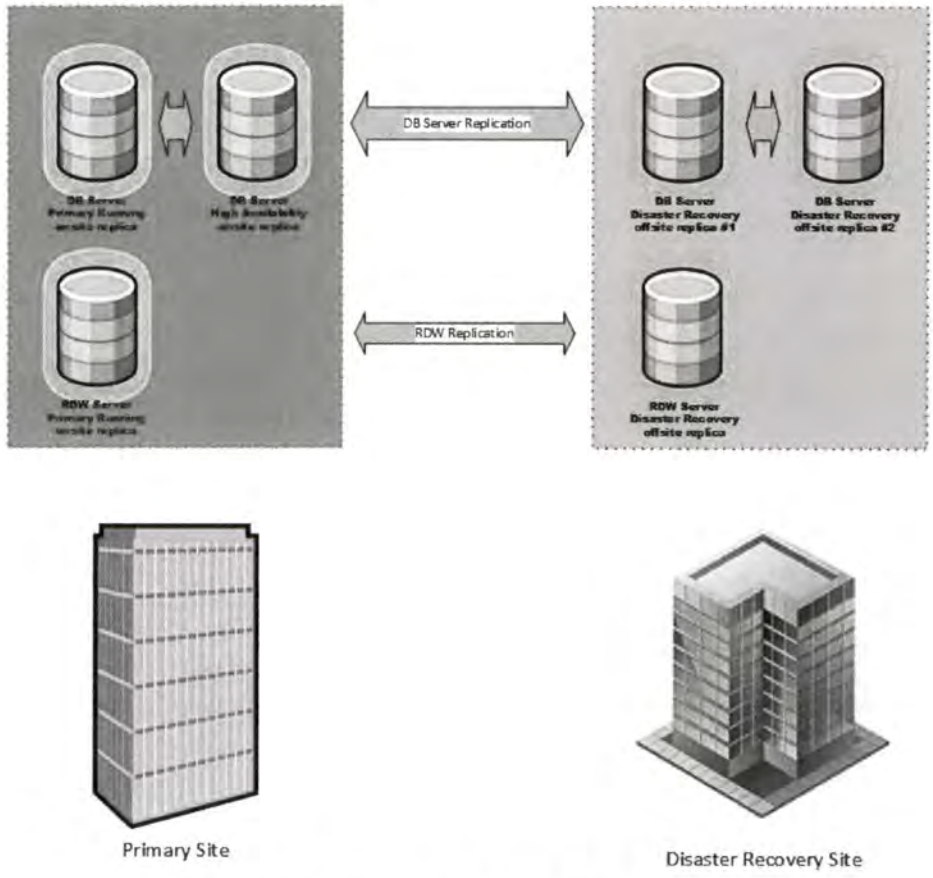


Figure 1-2 - PremierOne CAD DR Replication

SQL Always On replication can be configured as Synchronous or Asynchronous. Synchronous replication is used between the two database servers on the primary side. This ensures no data loss in the event of a local failover from the primary CAD Server to the collocated High Availability CAD Server. (Please note that only one replication partner is supported for automatic failover.) Asynchronous replication is used between the primary and both secondary DR side database servers for performance and latency reasons.

Differences in Synchronous and Asynchronous replication are described in the following table:

Table 1-15 - Synchronous and Asynchronous Differences

Issue	Asynchronous	Synchronous
Data Loss	Asynchronous mode may or may not lose some committed transactions in the event of an unplanned failover to the secondary site. However, a rapidly restartable data image is ensured because the remote database is always in an I/O consistent state. Appling the most recent transaction logs allows recovery from the point of the outage.	Each I/O update operation waits until completion is confirmed at both the primary and mirrored sites. Any incomplete operation is rolled back at both locations. As a result, the remote copy is always an exact mirror image of the primary.

Issue	Asynchronous	Synchronous
Distance	Asynchronous mode can span virtually any distance because there is a higher tolerance in latency delay involved in confirming transactions at the remote site. Latencies of over 200 ms cannot be supported. Remote sites can be up to thousands of miles from the primary site, ensuring that the replicated copy of data is safely outside any likely disaster zone.	Synchronous replication is impacted by propagation latency. That is, the time spent waiting for updates to travel to the remote site and confirmations to come back. Synchronous replication is only used for collocated PremierOne CAD servers.
Performance	The performance impact on the host is minimal.	Synchronous mode has significantly more performance impact than asynchronous mode because a write from the host must wait for an acknowledgment from the secondary storage system.
Recovery Point Objective (RPO)	High flexibility: unique capabilities afforded by journaling provide the ability to ride out network outages or temporary excessive bandwidth requirements.	RPO=0. Data is always current.

Failover changes the direction of the Always On replication, making the DR data center the source of the replication and the Primary data center the destination of the replication. The DR data center effectively becomes the Primary and the Primary effectively becomes the DR data center. Replication between sites is suspended if the original primary data center is not available.

The DR data center's ability to support interfaces will vary with the specific interfaces deployed. In general, if an interface API is available via a network connection from the DR site, and the required licenses are in place, then the DR CAD may be manually connected to the interface. The DR scripts do not include interface specific changes.

Failover from Primary to DR Site

Transition from the primary data center to the recovery data center is a manual process executed by a System Administrator. The process involves three steps:

Step 1 - Troubleshooting: The PremierOne CAD System Administrator determines that there is a problem with the primary data center servers. PremierOne Systems Management software monitors the health of the primary data center. The system management console will raise appropriate alerts when an error condition occurs. The system administrator assesses the alerts and determines if transitioning to the recovery site is warranted. This determination may be based on SCOM alerts, CAD Client user reports, or monitoring the SQL Always On dashboard. The System Administrator then investigates the issue and determines if a failover to the DR site is warranted.

Step 2 - Site Failover: The failover from the primary data center to the DR site is a manual process performed by the System Administrator. Using a step-by-step disaster recovery process, the system administrator initiates the transition between the primary data center and the recovery data center using the PremierOne System Management console. DR scripts automate the transition process. The DR scripts may be initiated from either the primary or recovery data center.

Step 3 - Client Redirect: CAD clients access the PremierOne CAD application server by Host Name. The DNS configuration specifies whether the clients are directed to the primary application servers or the DR servers. During the manual failover process the System Administrator must redirect the PremierOne CAD clients to the recovery data center by updating the DNS service pointer records to reflect the IP address of the recovery data center.

Failover from DR to Primary Site

The failover process from the DR site to the primary site follows the same process described above. There are specific failover scripts for Primary to DR failover and DR to Primary failover.

Additional action may be required in the event the primary site has been down for an extended period of time. After a period of non-replication there may be a significant difference between the DR database and the primary site database. This can tax the network connection between the sites. The alternative is taking the system off line, backing up the DR databases, and using the backups to reseed the primary site databases. The System Administrator can then restart replication between the sites and proceed with the failover to the primary site. The need for database reseeding is determined by the duration of the primary site outage and available disk space to queue data for replication.

The specific time is unique to each implementation and is a function of CAD activity, disk space, and network capacity. As a general rule, the database need not be reseeded during scheduled failovers and should be reseeded after a primary site outage that lasts longer than a few hours.

CAD DR User Experience

The PremierOne CAD is not available during the DR failover process. Dispatch and Mobile clients will not have access to the CAD servers during the transition process and the client will be unresponsive. If a user attempts to log into the CAD system from a client, they will receive an error message indicating that the application server is not available.

CAD DR Performance

The DR solution is distinct from the High Availability design. It provides geographic site redundancy that allows an agency to resume normal CAD operations after transitioning operation to a recovery data center. After the initial diagnostic and troubleshooting process, the transition process is manually initiated and requires approximately 30 minutes to complete. After the failover is complete the DNS must be updated to redirect CAD clients to the recovery data center.

Asynchronous replication is used to prevent performance impacts resulting from network latency between the primary and recovery data centers. As a result, the data at the recovery data center may lag behind the primary center's data by several seconds. The actual time depends on network latency and the activity on the PremierOne system. During a scheduled failover, the PremierOne services in the primary data center are stopped and the replication to the recovery data center is allowed complete. An unscheduled or instantaneous failure of the primary data center may result in a small amount of data loss. The actual data loss is a function of CAD activity and network connection speed.

1.6.1.2 Records Disaster Recovery

Records DR Implementation

The PremierOne Records DR solution enables automated synchronization of the PremierOne Records environment from a primary data center to a geographically separate recovery data center. PremierOne Records supports the use of VMware's Site Recovery Manager (SRM) that comprises a comprehensive disaster recovery model.

SRM is a disaster recovery and business continuity solution from VMware, which automates the transfer of virtual machines to a local or remote recovery site. SRM works with the existing vSphere software and operates as an extension of vCenter server. SRM automates the recovery or migration of virtual machines between the protected site and a recovery site. The Protected site is the primary site where active production workloads are running. The recovery site is the datacenter location where production workloads will transfer in the event the primary datacenter is unavailable. Virtual machines are moved to recover from a disaster or as a planned failover. vCenter Site Recovery Manager facilitates the clean shutdown of virtual machines at the protected site for a planned migration. Non-planned recoveries are best effort and possibly requiring T-log replay.

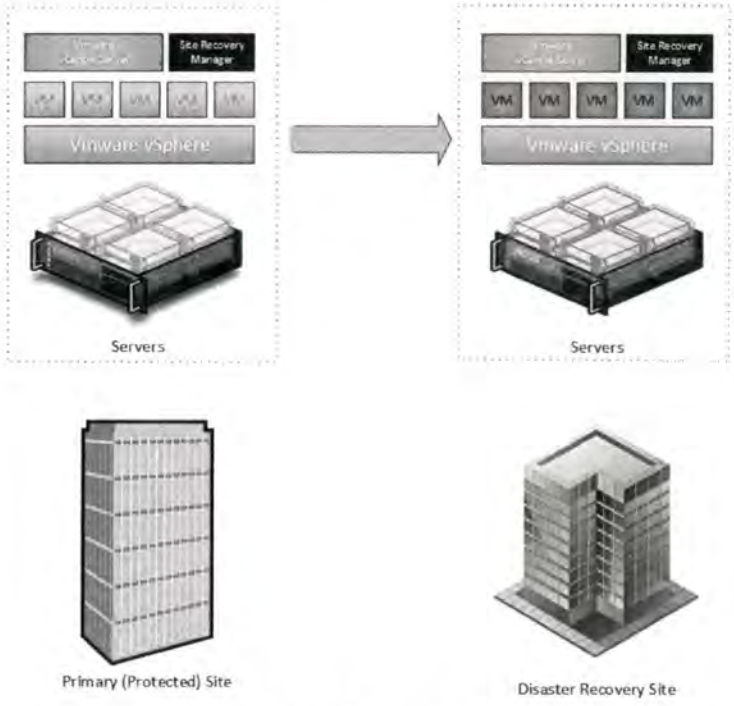


Figure 1-3 - PremierOne Records DR Replication

VMware SRM is used with VMware vSphere Replication. vSphere Replication copies virtual machines from one host to another, using the power of the hosts involved rather than the storage system.

During normal operation, PremierOne Records clients connect to the PremierOne Records application servers in the primary data center. Records data is stored in SQL databases collocated in the primary data center.

The Records data updated at the primary data center is replicated in the on-site backup high availability Server using Microsoft SQL Always On Availability Groups. The off-site Records DR server, DR backup server RDW, and Application servers are replicated using SRM.

Failover from Primary to DR Site

Transition from the primary data center to the recovery data center is a manual process executed by a System Administrator. The process involves three steps:

Step 1 - Troubleshooting: The PremierOne Records System Administrator determines that there is a problem with the primary data center servers. This determination may be based on SCOM alerts,

Records Client user reports, or monitoring the SQL Always On dashboard. The System Administrator then investigates the issue and determines if a failover to the DR site is warranted.

Step 2 - Site Failover: The failover from the primary data center to the DR site is a manual process performed by the System Administrator using the VMware vCenter client.

Step 3 - Client Redirect: Records clients access the PremierOne Records application server by Host Name. The DNS configuration specifies whether the clients are directed to the primary application servers or the DR servers. During the manual failover process the System Administrator must redirect the PremierOne Records clients to the recovery data center by updating the DNS service pointer records to reflect the IP address of the recovery data center.

The system resumes normal operation after failover. After system administrator marked the DR site as the "protected" site, SRM automatically resumes replication from the now active DR site to the original primary data center when it becomes available.

If the primary data center, or network connectivity between the sites, is not available then SRM will operate only on the DR site with no replication to the primary site. Once the primary site is available, and the system administrator marks the DR as "protected" SRM will automatically start replicating data from the DR site to the primary.

Failover from DR to Primary Site

The failover process from the DR site to the primary site follows the process described above.

Unless, the primary site has been down for an extended period of time; after a period of non-replication there may be a significant difference between the DR database and the primary site database. This can tax the network connection between the sites. The system administrator can throttle replication traffic if required.

Records DR User Experience

If the primary application servers or data center are unavailable, the Records Clients will not have access to the application server and users will not be able to access Records documents. Client users will not be able to navigate the application, access data, or log into the system.

After the System Administrator has initiated a failover to the DR site and completed the DNS configuration, Client users may log back into PremierOne Records and resume operation. If a user was in the process of updating a Document, they may resume at the point of the last Save or Auto Save.

Users (mobile and LAN based) need to logoff and exit the records client and then restart and login after the failover to the DR site is complete. The Records Client logon screen will notify the user is the Records application server is not available.

In the event that the Records application server version and or Build Set is different on the DR application server, the client will prompt the User to download a new client. This process is initiated with a single button press and requires approximately two minutes to complete.

Records DR Performance

The Records DR solution provides geographic site redundancy that allows an agency to resume normal Records operations after transitioning operation to a recovery data center. After an initial diagnostic and evaluation process the failover is manually initiated and requires approximately 20

minutes to complete. The DNS "time to live" parameter affects the time Records clients may need to wait before accessing the DR servers.

PremierOne Records DR performance is defined in terms of RPO and RTO:

- RPO - A recovery point objective (RPO) is the maximum period for which data might be lost from an IT service due to a major incident.
- RTO - The recovery time objective (RTO) is the duration of time within which a business process must be restored after a disaster to avoid unacceptable consequences associated with a break in business continuity.

The PremierOne Records RPO is 15 minutes due to the use of SRM. Data entered into a Records Document but not saved will be lost (unless it is still contained in a client cache). SRM will replicate committed SQL transactions. Non-committed transactions will be lost.

The PremierOne Records RTO is variable due to the manual process. The contributing tasks include problem diagnostics, manual failover initiation, and DNS configuration updates.

1.7 TECHNICAL CONSIDERATIONS AND DESIGN REQUIREMENTS

Network and Environment Requirements referred to in this section are those requirements found in TCP/IP Network and Data Center Requirements sections of this document. Motorola Solutions is not responsible for the level of service, bandwidth and coverage a wireless network carrier provides.

The server hardware will be setup and staged at a Motorola Solutions staging facility where the system will be configured using PremierOne's IP schema using the firewalls for address translation to the City's network.

The hardware and licensing identified in this solution may be subject to change. As technology continues to advance, Motorola Solutions may take advantage of new and different offerings for the betterment of the City. Any changes will be reviewed with the City.

1.7.1 City of Glendale, AZ Responsibilities:

1. Supply Windows Server Client Access Licenses (CALs) for all PremierOne client devices accessing PremierOne CAD, PremierOne Mobile, and PremierOne Records.
2. Supply Mobile Device Management (MDM) software for Mobile devices, as desired by the City.
3. Provide Microsoft Visual Studio for the creation of In-Module reports.
4. Provide stored procedures for queries inside the database for the execution of PremierOne external queries to the legacy data warehouse.
5. For PremierOne Records, except as explicitly stated in the Statement of Work, this solution does not include the generation of any customer-specific Advanced Configuration Tool (ACT) modules, forms, printouts, reports or queries.
6. Provide a single geodatabase data including any preparation and/or editing, if necessary, to meets PremierOne GIS Build Requirements for the purpose of address validation.
7. Supply the Esri ArcGIS Desktop and Network Analyst extension software required for editing of GIS data as described in Table 1-3 - Ancillary Components.

8. Provide wireless connectivity and middleware to deliver mobile Virtual Private Network (mVPN) with routing and IP persistence to the PremierOne network. Optimal PremierOne application performance on mobile workstations requires 4G connectivity.
9. Provide network connectivity to clients as specified in the Network Requirements. Motorola has included network hardware for the PremierOne server architecture. Networking hardware for the connectivity outside the PremierOne LAN must be provided by the City.
10. Provide a network diagram depicting all the devices, device types, and interfaces that the PremierOne system will connect to and through, including, but not limited to all blocked ports, hubs, switches, routers, firewalls, and any other network equipment.
11. Provide IP addresses on the City's network for the PremierOne Servers and third-party application servers. All server names and IP addresses behind Motorola Solutions Firewalls cannot be changed
12. Provide external interface connection demarcation points at locations agreed to by Motorola. These locations shall normally be adjacent to the PremierOne equipment rack.
13. Provide access, administrative or otherwise, to appropriate systems, locations, information, tools, and equipment to ensure proper connectivity, installation, operations, and maintenance of the system.
14. Provide 24-hour access to a secured two-way Internet connection to the PremierOne firewalls for the purposes of deployment, maintenance and monitoring.
15. Provide for outbound Internet connectivity initialized by PremierOne Servers.
16. Motorola Solutions delivery model is reliant upon our ability to perform some tasks remotely, which requires secure, remote broadband access for remote deployment, monitoring and support of the system. City-provided high-speed internet access with minimum of 10 Mbps is required at the time of project kickoff and must remain available to Motorola Solutions throughout warranty and support periods to accommodate remote support of the system. In the event that dedicated links are required, a minimum of 7.5 Mbps upload and download access is required. It is the city's responsibility to ensure that the aforementioned capacity is available. In the event remote broadband access is not available to Motorola Solutions preventing us from delivering the contracted service remotely, Motorola Solutions will provide service on-site at additional cost. The additional cost will be presented to the City via the change provision of the contract prior to the delivery of the on-site service.
17. Provide, install maintain and service any software as required for anti-viral, anti-malware protection on the system. If the software requires connectivity to a central server for maintenance and updates, the connectivity including ports and access needs to be provided.
18. Provide clean printed copies of blank forms. The creation of printed forms and reports has been quoted assuming clean, printed copies of blank forms and reports are available. If forms and reports are not provided in a format that can be scanned to produce an acceptable printed copy, additional services may be required resulting in additional charges that are the responsibility of the City.

1.8 THIRD PARTY SOLUTION DESCRIPTIONS

1.8.1 Trancite Logic Systems (Easy Street Draw)

Easy Street Draw is designed to meet the specialized drawing requirements of crash scene diagramming. The program uses "drag and drop" technology for a large library of "intelligent" objects that make the job of diagramming an accident scene, quick, easy and accurate.

1.8.2 CommSys CLIPS

CLIPS™ provides access to all CJIS transactions and delivers information when and where it is needed. Through dispatch, records and mobile environments CLIPS™ allows agencies the opportunity to easily access the information needed to do their jobs.

CLIPS™ is specifically designed to comply with various state, regional and national requirements to provide full terminal access for inquiries, entries, modifications, administrative messaging, hit confirmations, etc., via the relevant state message switches.

CLIPS™ assists public safety solution providers to affordably manage the ever-changing requirements brought about by heightened security issues, state compliances, NCIC 2000 and on-going technology upgrades. It also provides an easy-to-use tool and process for the provider to administer and configure devices and access permissions securely.

Key Benefits

- Web based CJIS Terminal
- Compliments CAD/RMS Software
- Granular user access/control
- Scalable from 1 to 500 users
- Virtualizes Agency Management and Control
- On-going Development/Upgrades

Key Features

- Quick reference drop-down tables
- Re-use forms for multiple entries
- Favorite forms and system forms
- Multi-Agency ORI available as drop-down
- Page back potion to complete/repair content
- "Help" information at the bottom of every form

1.9 APPLICATION DESCRIPTIONS

The following sections provide brief descriptions of PremierOne CAD, Mobile, Records and Jail applications and other solution applications. For more in depth information regarding the features and functions of PremierOne CAD, Mobile, Records and Jail, please refer to the product Functional System Descriptions (FSDs), included as separate documents that accompany this response. PremierOne is a Commercially Off the Shelf (COTS) product. As such, no software development to the application framework is provided.

1.9.1 PremierOne CAD with Automatic Resource Location (ARL)

Motorola has designed PremierOne CAD to be the central convergence point for communications from multiple sources and systems, mission-critical information and resource management.

The user interface offers quick access to information via a location-based, Esri standard GIS map. Users perform commands and functions using a mouse, command lines, function keys, shortcuts, or user definable right click menus. The GPS-aided resource management tool displays the location and identity of GPS equipped vehicles

Users can create incidents from public telephone calls, from information received from an officer or from another public safety agency, or through an alarm interface. Once the user enters basic details of the incident into the system, users may dispatch field personnel to handle the incident. Users may update incidents with additional details such as information about the handling of the incident. Once the user has completed the incident in an appropriate fashion, the user then can close the incident.

Field personnel may use PremierOne CAD to retrieve details about incidents or to make incident updates. Additionally, supervisory personnel may use the PremierOne CAD to monitor the operations of the communications center, the handling of incidents and field unit statistics.

PremierOne CAD functions as a standalone product but also seamlessly integrates with Motorola's PremierOne Mobile and Records application. PremierOne CAD may also be integrated with other Motorola and third-party systems.

In PremierOne CAD, ARL is used in recommendations to track the location of emergency vehicles to determine their present location when requiring units to respond to an incident. By adding ARL recommendations to PremierOne CAD, PremierOne CAD can make recommendations based on the actual location of units rather than recommending units solely based on jurisdictional assignment.

1.9.1.1 PremierOne CAD Concepts

User Input

Users may operate PremierOne CAD either with or without a mouse. While all commands and actions within the application can be accessed with the mouse, users also may drive PremierOne CAD almost exclusively from the keyboard. A few PremierOne CAD functions, such as selecting units from a map, must be performed with a mouse.

Work and Status Monitors

Users perform the majority of actions within PremierOne CAD's work monitor. Status monitors present summary information about incidents or units. A user may have one or more status monitor windows available at the workstation.

Security and Roles

PremierOne CAD recognizes authorized users and provide access to individually authorized functions at the time of sign-on. To facilitate these responsibilities, access rights and permissions are associated with the various functions available within PremierOne CAD. A role is a set of specified privileges which provide access to data, commands, forms, devices, and functions. Each user and device is assigned to one or more of the default of City created roles.

Units, Incidents and Dispatching

A unit within PremierOne CAD represents the resources which are dispatched or monitored by the communications center personnel. All units in the system are identified with a unit id which is typically the radio call sign for the unit. Users can initiate incidents from the command line or from the incident initiation form. The system provides a user with four methods to begin the incident dispatching process. These four methods include:

- Dispatch incident function key
- Incident dispatch command
- Dispatch form
- Drag and drop feature within status monitors and map.

Incident Management

In addition to initiating and dispatching incidents, users can manage existing incidents through the various incident management features of PremierOne CAD:

- Updating existing incident information
- Associating incidents
- Disassociating incidents
- Cloning incidents
- Closing incidents
- Reopening incidents
- Displaying a summary list of incidents
- Searching for incidents

Unit Management

Users have the ability to monitor and maintain the current activities for each unit through the various unit management features:

- View and update unit assignment data
- Make unit status changes
- Manipulate a unit's call stack
- Transfer units
- View a unit's history
- Move units from one station or area to another station or area
- View the current activities for a unit
- Assign crews
- Clear units from an incident
- Manipulate units that are assigned to incidents
- Move resources to cover depleted stations or areas
- PremierOne CAD can alter a unit's capabilities based on the personnel assigned to that unit.

Federal, State and Local Queries

PremierOne CAD allows users to submit requests for information to external databases. These external queries can involve local agencies and also state and federal agencies. External databases all have their own data formats and respond to submitted queries with one or more responses.

Maps

PremierOne mapping utilizes products from Environmental Systems Research Institute (Esri) for geo-processing. The display of maps is an integrated component within PremierOne CAD. The map may be configured to automatically display when the user signs on to the workstation. A number of commands and functions allow the user to manipulate the map and make updates in response to user actions. The map may be configured to display an icon at this location to assist the call taker in determining the location at which an emergency response is required. The system also attempts to find the nearest address/common place to the caller coordinates.

Mail & Messaging Services

The mail and messaging functionalities of PremierOne CAD allow users to exchange and distribute electronic mail and messages within the dispatch center and to units equipped with MDTs.

1.9.2 PremierOne Mobile with Mobile Mapping

PremierOne Mobile provides public safety personnel the ability to assess and prepare for a situation while en route to the scene. Users access information via screen configurations that provides navigation throughout the PremierOne Mobile application.

The integrated map provides the user the ability to display call location, drive directions, premise hazards and the location of other units. PremierOne Mobile leverages the same common map platform used in PremierOne CAD, which is managed and provisioned from a centralized location and deployed to all systems remotely.

PremierOne Mobile obtains location information from a collocated GPS receiver. It supports either the Trimble ASCII Interface Protocol (TAIP) or National Marine Electronics Association (NMEA) standard. The PremierOne Mobile client application can send its location to PremierOne CAD via a cellular data modem. The vehicle location information is used by PremierOne CAD to support location dependent features including: Mapping, Track-It, Follow-It, and Recommendations.

1.9.3 PremierOne Records

PremierOne Records provides data integrity with security, auditing and logging functions that provide a "chain of custody" for all records.

PremierOne Records design enables agencies to tailor data entry screens to match specific business processes resulting in searchable, presentable and shareable data across multiple agencies and jurisdictions. PremierOne Records provides the ability for trained users with applicable security permissions to add and hide fields, change field labels, make fields required, alter output format, create new modules and determine the information that is made available to users and roles through the use of the Advanced Configuration Tool (ACT). The ACT is a data entry editor that presents standardized data in a document for PremierOne Records. It provides a graphical interface for tailoring Motorola Documents within PremierOne Records.

1.9.4 PremierOne Records Mobile

PremierOne Records Mobile provides the same records functionality to the officer in the field using a mobile client as the records bureau user accessing the system through a LAN-connected desktop computer.

The PremierOne Records Mobile client provides the officer the ability to continue to use PremierOne Records Mobile either in a connected or disconnected mode. PremierOne Records Mobile is used in situations where network connectivity is not assured or non-existent. All services and data required to operate as a standalone client are configured and deployed. Over the wire update and caching services assure that all clients are kept up to date with application updates, changes to forms, code tables.

1.9.5 Command Central Jail

1.9.5.1 Overview

CommandCentral's Corrections Management solutions provide powerful tools to gather a broad range of vital inmate data. Customizable inmate assessments and the ability to flag records enhance safety for all users. The intuitive system includes simplified booking processes and jail log information, enabling users to include multiple offences and inmates on a single entry. Additionally, the system captures and integrates corrections data system-wide, creating seamless data flow, and allowing users to process inmates from start to finish more efficiently.

Booking Process

JMS streamlines inmate booking with simple, step-by-step processes and seamless integration with the Records Management solution. As users enter inmate information into the system, menu-driven options facilitate the collection of important details regarding property taken, property issued, inmate medical conditions, and risk assessments. The checklist screen also allows users to see what has been completed in the booking process.

Assessments

CommandCentral's Assessment feature enables users to place inmates in accordance with their risk factors, enhancing safety for inmates and jail staff alike. Users can create custom inmate assessment questionnaires that determine security restrictions and appropriate medical care. This Assessment feature is decision-tree based, meaning that each question is dynamically determined by the inmate's previous answer. After an assessment is complete, an inmate record is automatically tagged with name alerts, flags, medical conditions, security classifications, and risk factors, as appropriate.

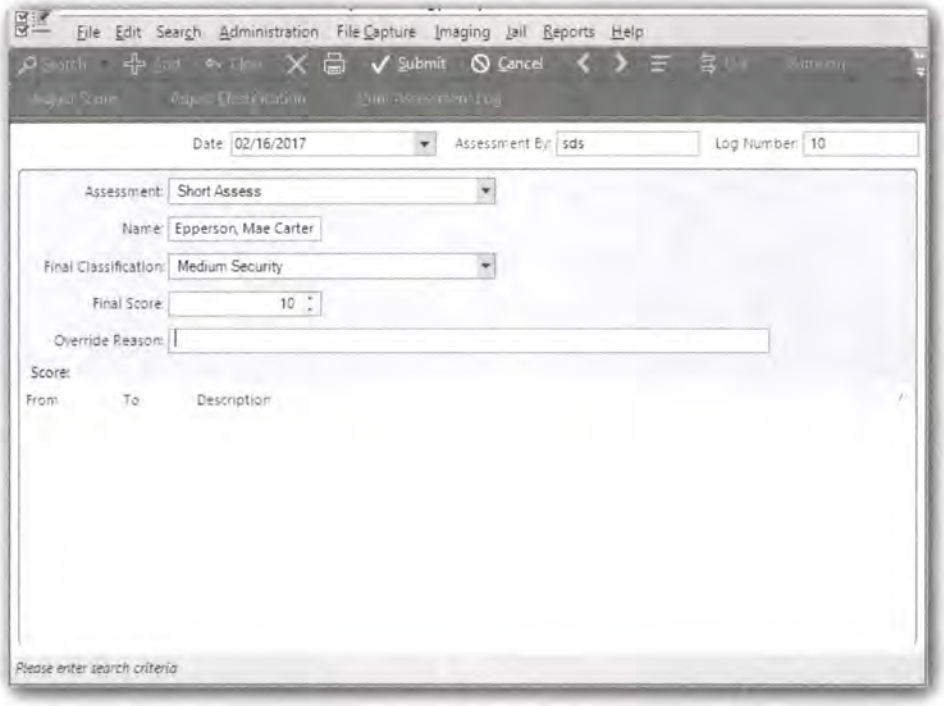


Figure 1-4 – Assessments (Searching)
Users can conduct risk assessments to determine housing assignments and risk factors

Inmate Flags

Users can relay vital inmate information to jail personnel using the Inmate Flags feature. If, for example, an inmate record is marked with a flag denoting that he or she is prone to violent behavior, users can click the flag to display the code, description, and detailed instructions regarding that inmate. Users can also assign optional expiration dates to these flags.

Keep Separate

Users can keep specific inmates isolated from each other using the Keep Separate feature. The software provides notification when a Keep Separate violation has occurred. This feature also allows agencies to include an expiration date and narrative for each Keep Separate record.

Inmate Movement

Using a scanner and barcoded wristband system, users can efficiently track inmates as the inmates move from place to place. Agencies can create custom wristbands for each inmate and quickly log the movement of groups or individuals as they enter or leave different locations. The system also restricts users from moving inmates into an area where maximum capacity has been met, and provides a warning when gender, juvenile, or security restrictions are violated.

Scheduled Events

The system enables officials to maintain situational awareness of all scheduled events. Users can set events like court appearances, work releases, and any other activity to recur daily, weekly, monthly, or annually. They can also partition events by agency as appropriate. Agencies have the ability to combine levels and locations in a jail and assign personnel to specific areas. The module's event viewer provides the time, event, inmate name, and other details that may be important for security

purposes. Additionally, users can create reminders that show approaching or past due events. The software allows users to snooze, dismiss, or open event details at any time.

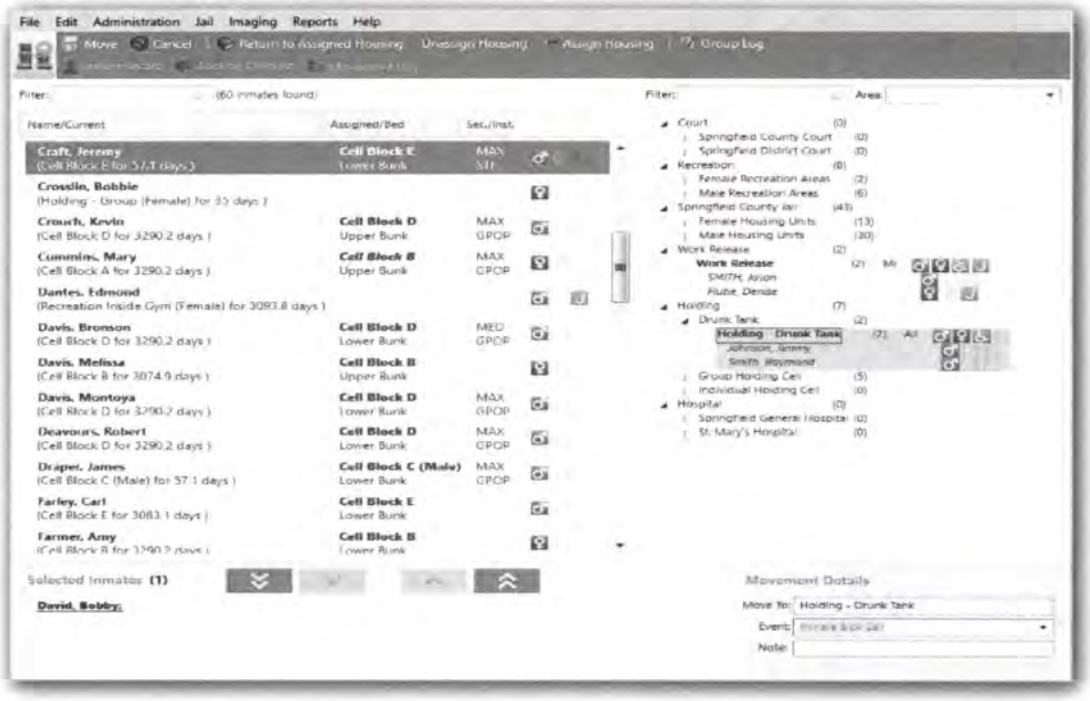


Figure 1-5 – Movement
Track inmate movement by dragging and dropping inmates' names to the designated location

Jail Log

Administrators can add multiple officers and inmates to the same log entry with the Jail Log feature; this eliminates the need to create a separate incident for every person involved in an event. Users can also automatically create a jail incident from an inmate log entry. Narratives are stored in a separate detail table for security purposes.

LiveScan Fingerprinting Interface

CommandCentral's LiveScan Fingerprinting Interface streamlines the transfer of inmate name information and arrest data onto agency fingerprint cards. The interface allows users to transfer data from Motorola's CommandCentral Jail Records module to a third party LiveScan fingerprinting software system. Users can then customize the data to ensure that fingerprint cards meet agency preferences and state recording requirements.

One-Touch Data Transfer

Users can efficiently transfer inmate data to LiveScan fingerprinting software while reducing the risk of data errors. With a single touch, the inmate's name, gender, physical description, booking identification number, arresting agency, Social Security number, and other data are automatically entered into the correct fields on the inmate's fingerprint card in the LiveScan software.

Reporting Requirements

The LiveScan application helps agencies meet state and federal reporting requirements. Users can customize the interface to transfer the specific information, onto fingerprint cards, that is needed to

meet state and federal reporting requirements. The order in which data appears on the cards can also be configured to meet unique agency preferences.

Data Accuracy

Users reduce data entry mistakes because the system transfers data automatically from the Motorola CommandCentral system to the LiveScan fingerprinting software. This ensures data integrity by eliminating the need to manually re-type inmate information onto fingerprint cards.

Inmate Work Assignments

The Motorola CommandCentral Inmate Work Assignments module enables users to create profiles within the solution that ties inmates to their respective jobs, facilitating accurate record keeping. Administrators can associate a work credit for each job profile according to hours worked, and/or deduct work time from an inmate's sentence based on the ration set up in the job profile.

This facilitates a culture of accountability and accomplishment by helping jail staff keep track of an inmate's work, and helping incentivize inmates to be productive and reach work goals. Additionally, the solution will store past and current work assignments, giving staff a full picture of an inmate's work history. This can facilitate placement in new job openings, which users can view the second they become available.

Figure 1-6 - Keep track of work credits with Inmate Work Assignments

Disciplinary Actions

The Disciplinary Actions module facilitates accountability in numerous ways from a single screen. Users can:

- Track rule violations and subsequent discipline
- Add narrative or supplementary data
- Present all disciplinary hearing information in one place
- Attach disciplinary sanctions
- Note the timeframe for a sanction

Additionally, the solution will present all disciplinary hearing information including the date and time of the hearing, the incident number, names of disciplinary board members, and history of disciplinary action. Lastly, the solution's single-source, unified database will flag inmates with active sanctions throughout the system until a sanction either expires or is manually removed from an inmate record.

Figure 1-7 - CommandCentral Jail presents all disciplinary hearing information

1.9.5.2 Command Central Jail – PremierOne Records Integration

Integration between PremierOne RMS and CommandCentral Jail (CC Jail) allows an officer in the field to create a booking record in PremierOne RMS and to then send that information to CC Jail for processing. Once at the jail, the booking officer will have an intake record that contains the information completed by the booking record officer.

The booking officer can then use the intake record to create a full booking record to process the inmate into the jail. If a booking officer edits the person's record in CC Jail, then the edited record in pushed back to PremierOne RMS into the master person folder as a person record.

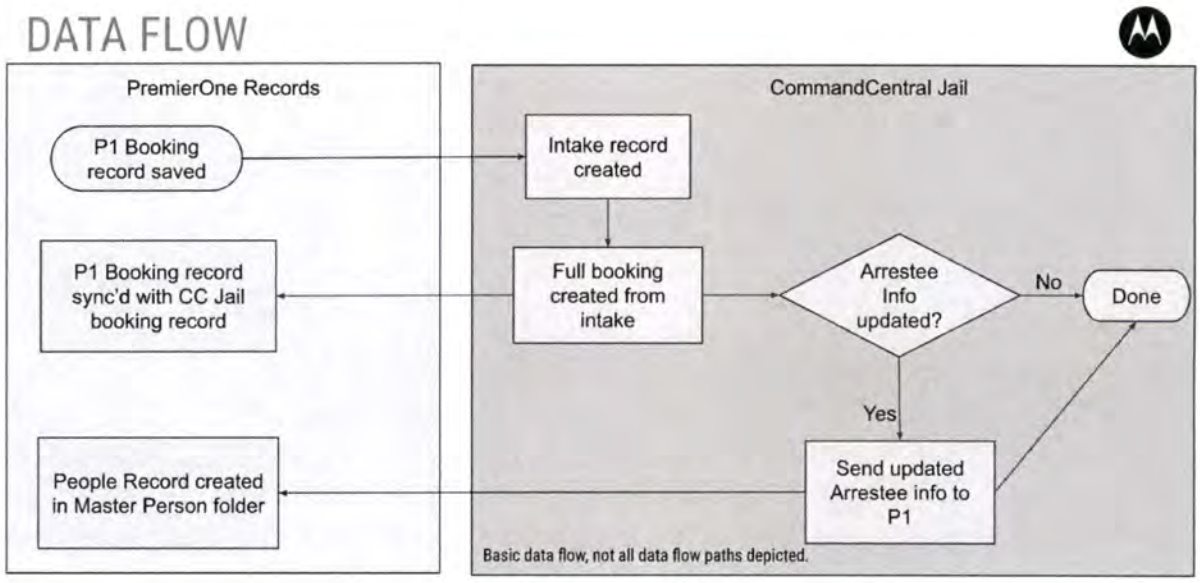


Figure 1-8 – Data Flow Diagram

1.9.5.3 Command Central Jail Interfaces

Table 1-16 – Command Central Jail Interfaces

Interface Name	Functionality	ISD	DR Y/N?
LiveScan	Command Central Jail Server	TBD	N
Morpho Image	Command Central Jail Server	TBD	N
VINE	Command Central Jail Server	TBD	N

1.9.6 PremierOne Handheld with Mapping

PremierOne Handheld expands the PremierOne Suite to the Android and iOS platforms including embedded functionality with PremierOne CAD, Mobile, Mapping and Provisioning. The integrated client is a mobility solution, offering the first responder: database look-up/query, messaging, mapping, status updates, status monitoring, and dispatch capabilities on smart devices.

PremierOne Handheld's five (5) status monitors allow the Command Staff to have a constant view to active incidents, pending incidents and unit activities in their jurisdiction and beyond. This enables Sergeants, Lieutenants, and Chiefs to keep a pulse on their staff to monitor the operations of the department even when they are away from the office or their vehicles.

PremierOne Handheld offers seven (7) standard queries including the ability to scan a driver's license barcode to submit a person query, plus the ability to cascade queries allowing the officer to enter a plate to get both the vehicle returns and information on the registered owner of the vehicle.

PremierOne Handheld provides a connected officer solution providing officers situational awareness such as previous incidents, premise and hazard information, location of other officers, geofencing, and critical incident updates in the palm of their hand. The solution requires

- Android 5.0 – 7.0 or higher or iOS 9 - 10 smart devices

- Data Network with 4G coverage
- Static IP address

Users can log on to both PremierOne Mobile and Handheld simultaneously as a single user and single unit. Tasks performed on either client apply to both logged on sessions. Messaging, Query Responses, Incidents, and Status are synchronized across the client platforms for that logged in user. PremierOne Handheld also includes responder location tracking both inside and outside of the vehicle.

The PremierOne client application is natively built for Android and iOS operating systems, and there are some client differences to note. PremierOne handheld for iOS does not have at this time, the following features found in the Android versions:

- Messaging, Bolos, and Address book
- Citation and Forms Integration

1.9.7 PremierOne Integrated NG911 Call Control Solution

PremierOne NG9-1-1 Call Control Solution provides workflows by integrating call taking functionality with PremierOne CAD in a single Graphic User Interface (GUI). The application handles voice calls. The most common call control functions can be accessed from the NG9-1-1 Call Control interface or PremierOne CAD command line. The integrated solution minimizes keystrokes. Answering a call, creating an incident, dispatching and releasing a call can be accomplished in as few as four keystrokes. With full integration of previously disparate data sources, call takers and dispatchers maintain critical focus by accessing 9-1-1 and CAD controls from one application using a single keyboard and mouse.

1.9.7.1 Text-to-9-1-1 Capability (Vesta)

If the Customer's 911 system is appropriately licensed and supports text-to-9-1-1, The PremierOne Integrated NG911 Call Control text-to-9-1-1 capability combined with Call Controls provides a solution for PSAPs to simultaneously answer calls and citizen 911 texts and comply with emerging standards. This will meet the needs of the agency by seamlessly integrating text-to-9-1-1 capabilities into their PremierOne NG9-1-1 Call Control and Dispatch solutions.

1.10 PREMIERONE SERVICE SOLUTIONS

The following sections provide brief descriptions of service solutions delivered as part of the PremierOne offering.

1.10.1 Legacy Data Access or Data Migration

It is a very common desire for agencies when migrating to new systems to preserve and utilize the data contained in the legacy systems There are two types of data will be accessed or migrated and each type will be treated differently.

The first type of data is configuration data. This consists of code tables and other lists from the existing CAD or RMS system. This would include data such as unit identifiers, incident types, personnel information, etc. These data types may either be imported into PremierOne system or manually entered during the provisioning process. For those tables to which data can be imported, the common process is for the Motorola Solutions team to provide spreadsheets to the City personnel. City personnel will export the data from the existing system, transform it as needed to match the

provided spreadsheets and import it into the PremierOne system using the built-in import functionality. Data that will be manually entered during the provisioning process is gathered by the City and recorded on provisioning worksheets.

The second type of data is historical data. This consists of the transactional data that is a record of events / incidences that were recorded in the existing CAD or RMS system. This would include data such as incident information, unit history information, messaging information, etc.

Below are the strategies being offered to accommodate access to this historical data.

1.10.1.1 Legacy Records Query Data Access

This data will be extracted from the existing Records system by the City and be incorporated in to a SQL data warehouse supplied by Motorola that can be accessed via standard SQL tools. The PremierOne system will query the data warehouse for information regarding this data, during normal operations.

Please refer to the COMMON – Suite External Query ISD for additional information.

1.10.1.2 Legacy CAD Data Conversion

Motorola Solutions will convert and extract specific data that exists in the City legacy CAD system and then import to the PremierOne CAD system. Motorola will convert two years of legacy CAD data into the PremierOne CAD production database, and four years of legacy CAD data into the PremierOne Report Data Warehouse (RDW).

While Motorola Solutions is responsible for converting the specified data, it is critical that the City assign a knowledgeable resource to this activity that will remain engaged throughout the migration process.

Motorola Solutions does not provide any data clean up or manipulation of the provided data and conducts a single, one time, bulk load of legacy data. The City should conduct a comprehensive analysis of the data in the legacy systems to identify duplicate data/records, lost data, orphaned records, or records that haven't been linked properly and resolve those issues prior to extracting the data to be converted.

The following are types of data being imported:

- Location
- Call Type
- Disposition
- Comments
- Units Involved
- Agencies Involved
- People Involved
- Vehicles Involved

Imported incidents will have the following characteristics:

- Imported incidents will be created and then "closed".
- Imported incidents cannot be re-opened or cloned.
- Imported incidents older than aging threshold set in PremierOne will be moved to PremierOne CAD's RDW and then purged from production.

1.10.1.3 Legacy Records Convert on Demand

When the need arises to import legacy Records data into PremierOne Records; Motorola Solutions is providing a Convert on Demand (CoD) tool. CoD is a PremierOne Records tool that can connect to a relational database and would be configured to read the legacy database records.

The City could inspect the records to determine if they need to imported into PremierOne Records. If needed, that record or multiple records could be imported into PremierOne Records on an as-needed basis.

The legacy databases must be stored in a City-supplied relational databases (hardware and software) external to the PremierOne system and Motorola Solutions must be able to link directly to the legacy databases from MS SQL Server.

1.10.2 Intelligent Data Discovery Services (IDD) for PremierOne CAD

PremierOne IDD Services include instruction in the use of advanced SQL Server Reporting Services (SSRS) features which will allow for the connection, extraction, and display of data from PremierOne CAD in the tailored standard IDD and customized dashboards.

IDD's use of Microsoft's SSRS employs the data to generate and securely share online dashboards and reports, initiate searches and mine data. The PremierOne IDD services include the following dashboards:

- (3) Tailored Standard Dashboards
  - Roll Call Briefing Dashboard
  - Intelligent Resource Deployment Dashboard
  - COMPSTAT Dashboard
- View Only CAD IDD bundle
  - Unit Status
  - Unit History
  - Map
  - Incident Search
  - Drill-through to Incident Details and Officer Activity Reports
- (2) Customized Dashboards (built during IDD Training)
- (2) days of consultative services pertaining to reports and dashboards for PremierOne
- (2) days of PremierOne Intelligent Data Discovery (IDD) Training, after completion of training requirements.

A single copy of each of the Standard IDD dashboards will be tailored per the provisioning of the PremierOne CAD system, and delivered to the site. IDD is limited to data existing in the PremierOne dataset. Microsoft's SSRS is a reporting and report distribution application. A map view of the data, such as location of Incidents, may be produced as part of the report output, but, with no interactive mapping ability. Total system capacity for IDD is dependent upon the total number of concurrent reports being requested from the RDW server. Final system capacity is dependent upon final design and report types being generated on a concurrent basis.

1.10.3 Intelligent Data Discovery Services (IDD) for PremierOne Records

PremierOne IDD Services include instruction in the use of advanced SQL Server Reporting Services (SSRS) features which will allow for the connection, extraction, and display of data from PremierOne Records in tailored and customized dashboards.

IDD's use of Microsoft's SSRS employs the data to generate and securely share online dashboards and reports, initiate searches and mine data. The PremierOne IDD services for PremierOne Records include the following dashboards:

- (3) Tailored Standard Dashboards
  - Master Index Search Dashboard
  - Records CompStat Dashboard
  - Records major Crimes Dashboard
- (2) Customized Dashboards
- (2) days of consultative services pertaining to reports and dashboards for PremierOne
- (3) days of PremierOne Records Intelligent Data Discovery (IDD) Training (*Additional dashboards are built during the training class)

A single copy of each of the Standard IDD dashboards will be tailored per the provisioning of the PremierOne Records system, and delivered to the site. Records IDD is limited to data existing in the PremierOne dataset. Microsoft's SSRS is a reporting and report distribution application. A map view of the data, such as location of Incidents, may be produced as part of the report output, but, with no interactive mapping ability. Total system capacity for IDD is dependent upon the total number of concurrent reports being requested from the Records reporting data warehouse server. Final system capacity is dependent upon final design and report types being generated on a concurrent basis.

SECTION 2

SAMPLE PROJECT MANAGEMENT PLAN

2.1 PROJECT APPROACH

Motorola Solutions is an experienced prime contractor and integrator of statewide, countywide, and citywide projects. Many members of Motorola Solutions' project staff have played key roles in designing and implementing systems similar in size and scope as proposed for the City. Motorola Solutions is proud of our legacy of industry leadership and our history of close working relationships with many state and local government users.

Motorola Solutions provides project managers (PM), solutions architects (SA), application specialists (AS) and system technologists (ST) focused on the design, deployment, and support of public safety systems. Our personnel have deployed PremierOne applications in hundreds of agencies and have developed the system integration expertise and methodologies to deploy mission critical systems for Public Safety agencies.

Our project team will be the City's partner for the entire life of the system, from planning and designing the system in the proposal stage to deploying and integrating the solution as quickly, efficiently, and cost-effectively as possible without subordinating quality, cost or schedule.

The project management methodology to be used in this project is based on the principles of the Project Management Institute's *Project Management Body of Knowledge (PMBOK)* and Motorola Solutions' extensive experience in project implementation. It includes processes to guide initiating, planning, executing, controlling, and closing projects to ensure on time and on budget completion while meeting the quality expectations of the stakeholders.

The project will be implemented in accordance with this Project Management Plan that will be reviewed and updated during the planning phase of the project. The Project Management Plan defines the project scope, schedule, and quality expectations of the project, and to provide a comprehensive strategy for managing the project. This document, combined with the Statement of Work, Project Schedule, Training Plan, Acceptance Test Plan and Cut-over Plan comprise the documents that are collectively referred to as the Project Plan.

2.1.1 Project Management

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

Motorola Solutions employs intelligent project management processes and tools such as Microsoft Project for schedule development and control and managing schedule and budget, and systematic Risk Management to assist the project team in accurately forecasting and effectively controlling project activities. The use of these tools results in higher quality system design and operation, quicker implementation, reduced project risk and total cost of ownership, and greater end user satisfaction.

The assigned PM for each organization shall be the business representative and point of contact for the organization, responsible for coordination of the organization's resources and activities. The PM shall schedule all activities and resources as required to execute tasks, initiate review meetings, provide status information to their counterpart, and generally oversee the execution of the project plan. Project management is an ongoing activity for the duration of the project and should be assumed to be part of every project task.

2.1.1.1 Motorola Solutions PM

1. We will designate a PM who will direct the efforts of our project team and the efforts of Motorola Solutions' subcontractors and third party vendors and serve as the primary point of contact for the City. The responsibilities of the Motorola Solutions PM include:
2. Maintaining the Project Management Plan.
3. Maintaining project communications with the City's PM.
4. Managing the efforts of Motorola Solutions staff and coordinate activities with the City's project team members.
5. Managing Motorola Solutions' subcontractors and third party vendors and integrating the delivery of third party content into the project.
6. Measuring, evaluating and reporting the progress against the project schedule.
7. Resolving deviations from the project schedule.
8. Monitoring the project to ensure that support resources are available as scheduled and as identified in the contract.
9. Coordinating and overseeing the installation of all licensed Motorola Solutions application software.
10. Reviewing and administering change control procedures with the City's PM and in accordance with the change management provisions of the Agreement.
11. Conducting status meetings in person on a monthly basis and/or via teleconference or as may be reasonably required to discuss project status.
12. Preparing and submitting a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated project schedule and action item log.
13. Providing timely responses to issues related to project progress raised by the City's PM.

2.1.1.2 City PM

The City will designate a PM who will direct the City's efforts and serve as the primary point of contact for Motorola. Responsibilities of the City PM include:

1. Maintaining project communications with the Motorola Solutions PM.
2. Identifying the efforts required of City staff to meet the task requirements and milestones in the Statement of Work and project schedule.
3. Consolidate all project-related questions and queries from City staff to present to the Motorola Solutions PM.

4. Reviewing the project schedule with the Motorola Solutions PM and assisting in finalizing the detailed tasks, task dates and responsibilities.
5. Measuring and evaluating progress against the project schedule.
6. Monitoring the project to ensure that resources are available as scheduled.
7. Attending status meetings.
8. Providing timely responses to issues related to project progress raised by the Motorola Solutions PM.
9. Liaising and coordinating with other agencies, City vendors, contractors and common carriers.
10. Reviewing and administering change control procedures, hardware and software certification, and all related project tasks required to maintain the implementation schedule.
11. Ensuring City vendors' adherence to overall project schedule and plan. Identifying signatory personnel authorized to approve and release payment and approving and releasing payments in a timely manner.
12. Assigning one or more personnel who will work with Motorola Solutions staff as needed for the duration of the project, including at least one application administrator for CAD and for Records and one or more representative(s) from the IT department.
13. Identify the resource that has the authority to formally acknowledge and approve change orders, approval letter(s) and milestone recognition certificates and to approve and release payments in a timely manner.
14. Providing building access to Motorola Solutions personnel to all facilities where the system is to be installed during the project. Temporary identification cards should be issued to Motorola Solutions personnel if required for access to City facilities. Access must be available twenty-four (24) hours a day during the course of this project.
15. As applicable to the PremierOne installation, assuming responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
16. Providing reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
17. Ensure a safe work environment for Motorola Solutions personnel.
    If problems are encountered with hazardous materials, Motorola Solutions will immediately halt work and the City will be responsible for the abatement of the problem or Motorola Solutions and the City will jointly come to a mutual agreement on an alternative solution. Motorola Solutions will be excused from timely performance of its obligations pending such resolution.

2.1.2 Team Organization

The Motorola Solutions Software Enterprise organization is comprised of business groups that support the development and implementation of complex public safety communications systems. Members of several of these groups are involved from the proposed solution conception through system completion.

The Motorola Solutions project team includes the project manager (PM) and subject matter specialists for each discipline (CAD, Mobile, Records, Records Mobile, Jail) and the various implementation activities

- SAs own the technical solution and have full responsibility for system design and performance, ensuring the technical integrity of the system design from contract throughout the entire project life-cycle. The SAs design the system and participate in the Contract Design Review (CDR) to confirm the system design meets the contracted requirements.
- ST's are responsible for staging and on-site installation of all system equipment, including establishing connectivity with the City's network(s) and external systems.
- The Application Specialists work with the City to perform business process reviews of dispatch, mobile, records management, case management, property and evidence to enable them to provide support and guidance to City regarding provisioning options and parameters that impact the functional usage of the system and conduct training.
- The GIS Application Specialist works with the City's GIS Administrator to perform data analysis of the current data, review new/additional data and assist the GIS Administrator in creating data requirements based on the CAD and Records operational needs. The GIS AS works with the CAD/Mobile and Records Application Specialists to be sure the GIS data is consistent with the defined provisioning approach.
- Other groups support the efforts of the core team to ensure the successful implementation of the PremierOne solution.

The City's core project team should consist of a PM, a transformation lead, an application administrator, system administrator, subject matter experts (SMEs) from each primary discipline (CAD, Mobile, Records, Jail, etc.) who will become system "super users" and who are empowered to make provisioning decisions on behalf of the agency, a GIS administrator, IT personnel, and training representatives. Note that in some cases, one person may fill more than one role. The project team must be committed to participate in activities for a successful deployment. Team member roles are generally described below:

- The PM shall be the business representative and primary point of contact and is responsible for coordination of resources and activities. The PM shall schedule all activities and resources as required to execute tasks, initiate review meetings, approve deliverables, provide status information to the Motorola Solutions PM, and generally oversee the execution of this plan.
- The application administrator(s) will participate in overall implementation and training activities to gain an understanding of the software, interfaces and functionality of the system. This/these resources will participate with the SMEs during the business process review, provisioning process and training and should have the authority to making global provisioning choices and decisions, and will be the point(s) of contact for reporting and verifying problems and maintaining provisioning. This includes obtaining inputs from other user agency stakeholders related to business processes and provisioning.
- The system administrator will be engaged in activities related to the installation and maintenance of the system infrastructure and equipment, networking, and software deployment.
- The transformation lead, who may or may not be your project manager, must be able to holistically represent your organization and be able to work cross functionally between Motorola Solutions, your organization and all stakeholders involved in the deployment of your new system. The transformation lead must be empowered to acknowledge the resource and time commitments required of your organization and authorize Motorola Solutions to proceed with scheduling the Project Kickoff event.
- The SMEs (super users) are the core group of users that will be involved with the business process reviews and analysis, the provisioning process, including making global provisioning choices and decisions, and training. These members should be experienced users in the working

area(s) they represent, i.e. dispatch, patrol, records management, investigations, etc. and should be empowered to make decisions related to provisioning elements, workflows, screen layouts, etc.

- The GIS administrator provides GIS data in the correct schema and develops, maintains and updates GIS data elements for use on the PremierOne server, CAD consoles and mobile units. The GIS administrator must have an in-depth knowledge (preferably 3-5 years of working experience) of ArcGIS to include ArcMap, ArcCatalog and ArcToolbox. They should have a working knowledge of MXD creation. It is highly recommended that the GIS Administrator also have a working knowledge of database structure, SQL, SQL Management Studio and the CAD dispatch process.
- IT personnel provide required information related to LAN, WAN, wireless networks, server and client infrastructure and must also be familiar with connectivity to internal, external and third party systems to which PremierOne will interface. These resources will be responsible for assisting with the implementation of the system equipment, maintaining the system infrastructure, performing backups, Windows/firmware updates, and other system administration and maintenance activities.
- Training representatives will be the point of contact for the Motorola Solutions AS when policy and procedural questions arise, act as course facilitators and are the City's educational monitors.
- Additional resources, such as trainers and database administrators may also be required. One or more resource with a background in public safety and with a familiarity with information technology are appropriate for developing modules. For example, a resource with a background in public safety and with a familiarity of information technology is appropriate for developing modules in Records and resources that will be responsible for ad-hoc reporting should have experience with database reporting experience.
- User agency stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of the contracting/primary agency. These resources will provide provisioning inputs to the SMEs if operations for these agencies differ from that of the core agency.

2.1.2.1 Organization Chart

An organizational chart is a graphic display of the project organization which shows relationships. It also communicates the project structure.

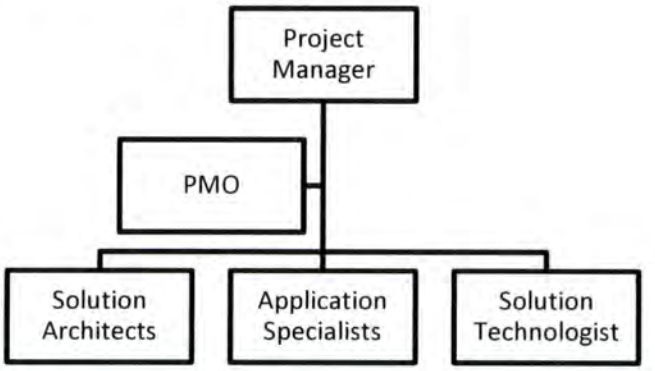


Figure 2-1 - High Level Org Chart

2.2 PROJECT REPOSITORY AND PROJECT CONTROL REGISTER

The official project repository is the location where all project documentation will be stored. This repository will be the primary repository of record in accordance with the records retention requirements of the performing organization's policies.

The project repository will be located at a Motorola provided Google site.

The repository is the primary tool the project manager will use to manage and control the project, and contains areas for the following:

- Customer meeting minutes
- Project schedule
- Action Item Register
- Risk Management Plan
- Approved Change Orders
- Approved Business Process Review Report
- Records Detailed Design Document
- Approved ACT work
- Provisioning Checkpoint progress report
- Signed Milestone certificates
- Final Bill of Materials
- Technical Project Documentation
  - Interface Specification Documents
  - Approved Site Survey
  - Network diagram, showing interfaces
- Acceptance Test Plan results (ATP)
- Shipping Documents
- Standard User Documentation
- Kickoff Presentation with Customer Design Review Presentations

2.3 SCHEDULE MANAGEMENT

Schedule management includes the processes required to manage timely completion of the project. The objective of the schedule management plan is to establish a structured, repeatable schedule management process to ensure the following:

- Creation of a master, detailed schedule.
- Creation of a baseline for the originally planned work start and finish dates.
- Regular updates to the schedule.
- Routine monitoring of the progress of all activities against the baseline.
- Regular reporting of variance against the baseline.
- Corrective action taken if the project deviates significantly from the plan.
- Any new commitments or changes to planned work follow the change control procedure.
- Utilization of a scheduling tool to maintain a consistent schedule structure.

The schedule for this project will be maintained using Microsoft Project. The project schedule will be baselined before work on activities begins. The schedule will be stored in the project repository. Over the course of the project, the Motorola Project Manager will request the customer to sign off on progress and billing different types of milestones.

2.3.1 Milestones

Progress Milestones memorialize completion of work during the project and could include events such as training completion, Interface Requirements Documents and other major deliverables. In addition, all contractual billing events will be memorialized with completion of a Milestone Certificate.

At such time a milestone event takes place, Motorola Solutions will submit a completed Deliverable Milestone Notification either via an informal email for minor milestones or in the form of a milestone certificate for major milestones. The Customer will identify the resource that has the authority to formally acknowledge and approve the Deliverable Milestone Notifications to whom Motorola Solutions will deliver the Notifications. Upon receiving a Deliverable Milestone Notification, the Customer will have fifteen (15) business days to approve or reject the Notification, including reasons for the rejection, in written form or electronically via email.

If the Deliverable Milestone Notification is rejected within the fifteen days, Motorola Solutions will address the reasons for rejection and resubmit the Deliverable Milestone Notification. The fifteen business day cycle will then be repeated until approval is achieved. Failure to acknowledge Milestone Notifications within the fifteen-day period may adversely impact the project schedule.

During project initiation, the respective PMs will develop the delivery/milestone schedule.

2.3.2 Schedule Control

The schedule will be monitored and controlled by the project manager(s) in the following manner:

- Monitor the project schedule on a mutually agreed upon timeframe to determine if the project will be completed within the original effort, cost and duration.
  - Identify activities that have been completed during the previous time period and update the schedule to show they are finished and determine whether there are any other activities that should be completed but have not been.
  - If not, determine the critical path and look for ways to accelerate these activities to get the project back on its original schedule.
- Integrate any fully executed change requests into the project schedule baseline and provide project teams with an assessment of the impact on the timeline.
- Utilize performance reports to identify which dates in the schedule have or have not been met, as well as for alerting the project team to any issues that may cause schedule performance problems in the future.
- Obtain progress reports from the various project teams to monitor the status of tasks by collecting information such as start and finish dates, remaining durations for unfinished activities, and any known risks or issues.
- Changes to the schedule will be managed through the change control procedure.
- The action item register will be used as a tool to manage and report schedule variance by all project teams.

2.3.3 Cutover and Transition Plan

The Cutover Plan is a deliverable of the Motorola Solutions contract. It will be developed in conjunction with the Customer's project team and will consist of the tasks, resources, schedules and contingency plans put in place to support a successful cutover and transition to the customer support organization. This plan will be jointly created prior to the cutover of the PremierOne solution. Motorola Solutions will also work create a transition to support plan. This will be reviewing the contracted maintenance plan and introducing the customer to the Motorola Solutions Support organization.

2.4 COMMUNICATION MANAGEMENT

Communications management includes the processes required to ensure timely and appropriate generation, collection, dissemination, storage, and ultimately disposition of project information.

2.4.1 Communications Management Plan

The communication tools and documents addressed in the project plan are used for communication between project team members and between the project team members and stakeholders. All of these documents will be stored in the project repository. All project team members will have access to this database.

2.4.2 Meetings

Meetings are one of the major communication tools used in this project and will be documented in the format of minutes stored in the project repository. Meeting minutes will be taken during the meeting. The project team has the opportunity to comment or change information during the meeting.

The minutes should be released within 3 days of the meeting and if applicable, approved within 3 days of receipt. Some meetings (e.g., the Executive Steering Committee meeting) may have different timelines for approval of minutes. Please see the Meetings table below for differing timelines. Minutes for a meeting will be approved by the sponsor or designee.

2.4.3 Project Communication Tools and Documentation

Following are the types of tools that may be used for communication during this project:

Table 2-1 - Example of Communication Tools and Documents

Communication Tool	Description	Frequency	Author(s)	Recipient(s)	Location
Status Reports	Summarize progress of the project and upcoming activities, including reporting budget and schedule variance	Monthly	Project manager	Project Sponsor	Google Drive

Communication Tool	Description	Frequency	Author(s)	Recipient(s)	Location
Meeting Minutes	Written record of a meeting	As Needed	Facilitator or designee	Meeting attendees and other interested parties	Google Drive
Project Schedule	Tracks cost and schedule variance and budget	Monthly	Project manager	Team	Google Drive

2.4.3.1 Project Escalation Process

The escalation process addresses those situations when an agreement cannot be reached between the project managers and one or more of its stakeholders in a timely manner. The project managers may enlist the assistance of its stakeholders in the resolution of an issue to ensure the resolution represents the best interests of the project and its stakeholders.

The first level in the escalation path would be to the sponsor. If the issue cannot be resolved at that level within the defined time period, the issue is escalated to the executive level.

The project team should always strive to make decisions and address items at the lowest level possible; however, when a resolution cannot be reached, the item should be escalated to ensure a decision is made before it impacts the project.

Motorola Solutions Escalation Process

If there are issues that cannot be resolved with the project team:

1. The first level in the Motorola Solutions escalation path would be to the Project Manager.
2. If the issue cannot be resolved at that level within the defined time period, then the issue can be escalated to the Regional Resource/Program Manager.
3. If the issue cannot be resolved at that level within the defined time period, the issue can be escalated to the Director of Solutions Delivery.
4. If the issue cannot be resolved at that level within the defined time period, the issue may be escalated to the Vice-president of SPSS.

2.5 QUALITY ASSURANCE

Service Quality: At major project intervals prior to key project milestones, a Quality Review will occur that will verify the adherence to plan. Included in such reviews could be readiness for major delivery activities, including provisioning, training, installation and pre-cutover, as well as review of major project deliverables for completeness and adherence to the Statement of Work.

2.6 RISK MANAGEMENT

Risk management is the systematic process of identifying, analyzing, and responding to project risks. It includes maximizing the probability and consequences of positive events, and minimizing the probability and consequences of adverse events to project objectives.

2.6.1 Risk Management Plan

A risk is considered to be an uncertain event that has the potential to affect project implementation. The practice of risk management is intended to plan and prepare for those possibilities and identify new potential risks throughout the duration of the project.

The process for flagging and managing risks is as follows:

- **Risk Identification** - This will be done by reviewing project documentation and by conducting brainstorming sessions with the project team. During the planning phase, an initial evaluation of risks will occur by the project team, led by the project manager. A project team member can identify new risks at any point during the project.
- **Risk Response Planning** - The risk index will be used to prioritize risks. The risks will be rated using the probability and impact as estimated and the risk trigger and owner will be identified for further monitoring of the risk.
- **Risk Monitoring & Control** - The risk owner will be responsible for monitoring the risk through the project execution and will report the status during every project management meeting. Any updates to the probability or impact of the risks will be communicated to the project manager of the project. When a risk occurs during the project it will be considered an "issue" and be handled according to the agreed response plan.
- **Risk Reporting** - The risk response plan will be reviewed and updated for change in probability/impact of the existing risks, new risks identified, and any risk that occurred with the status of the response in action. The risks will be reviewed regularly at project management meetings.
- **Change Requests & Lessons Learned** - Any change to the project activities to mitigate a risk or workaround for an unidentified risk may generate change requests. These change requests will follow the procedures detailed in the Change Control section of this document. Any lessons learned will be documented in the lessons learned repository for the project.

2.7 ACTION ITEMS

An action item is defined as a question, problem, or condition that requires a follow up activity for resolution. If unsettled, an action item can become an issue, or depending upon the severity of the impact, a risk.

2.7.1 Action Items Management Plan

All action items will be documented in the project Action Item Register with the updated document being stored in the project repository. The procedures for handling an action item are as follows:

Raising the Action Item:

- All project members are responsible for identifying action items.

- The project manager designates the team member who will act as the "action item owner."
- The owner is primarily responsible for entering the action item.
- The owner will be responsible for determining the person(s) who is/are assigned to resolve the action item and for notifying the responsible person of the action item.
- The owner is the primary point of contact responsible for action item tracking, resolution and closure.

Evaluate/Prioritize Action Items:

- The project manager, with key stakeholders, objectively assesses the priority each action item will receive with respect to its impact on the project.
- Consideration in determining priority (high, medium, or low) includes:
  - Assessing the consequences of a delayed response to an action item on quality, project cost, scope, technical success, and schedule.
  - Assessing the impact of an outstanding action item on the overall project – not just the discrete action item.
  - Identifying potential risks associated with the action item.
  - Determining possible response to resolve an outstanding action item.

Monitor and Control:

- The project team is responsible for monitoring and controlling action items weekly as follows:
  - Review action item log and assess existing action items that are not in a "Closed" status to determine if:
    - The priority has changed.
    - The due date needs to be changed; If the due date is past due it either needs to be extended out further, or an explanation needs to be added to the notes section providing a current update on the action item and when it is expected to be completed).
    - Ownership needs to be changed.
    - The action item status is "Completed" and can be "Closed".
  - Identify and assess new action items.

Communication:

- Communicate status of action items to team members and stakeholders.

Escalation:

- Once the project manager identifies that an action item due date has passed without resolution, the action item may become an issue, based on the priority and potential impact to the project.

Closing the Action Item:

- After it has been completed and communicated, it is the responsibility of the owner to close the action item.
- The project manager will audit to ensure action items are resolved and closed.

2.8 CHANGE CONTROL

Change Control is concerned with influencing the factors that create changes to ensure that changes are agreed upon, determining that a change has occurred, and managing the actual changes when and as they occur.

Changes to the project can impact a variety of areas including cost, scope, schedule, and quality. Changes to the project that impact one or more of these areas must be approved via the change control process outlined in the Contract.

A change request is used to identify a change in cost, schedule, scope, and/or quality relating to the project. The change request will specify what the change is and how it will affect cost, scope, schedule, and/or quality. There are times when the change may affect one without the others.

All change requests must be approved or rejected by the sponsor or designee and will be documented in the project repository.

2.8.1 Change Request Procedure

Motorola Solutions and the Customer will utilize the following change control process to manage changes during the life of the project.

1. A change request must be submitted via email to document the potential change - the email for the proposed change must be submitted to Motorola Solutions and the Customer's project managers who will in turn provide it to relevant parties for assessment.
2. All change orders will be logged and tracked - the Customer project manager will record the request in the change management log section of the project control register and will update the log throughout the process.
3. The change will be reviewed and, if acceptable to the Customer, Motorola Solutions will submit to Customer an estimate of the impact to cost, schedule, scope, and quality.
4. Motorola Solutions will continue performing the services in accordance with the original agreement unless otherwise agreed upon by the Customer's project manager (work cannot commence on any new activities related to the change request until all parties agree in writing).
5. Motorola Solutions project manager and Customer project manager will adapt project plans to incorporate approved changes.

2.8.2 Change Control Process

Steps for the change control process are as follows:

1. Complete a write-up for the proposed change and submit copies to Motorola Solutions and Customer project manager(s) who will in turn provide to relevant parties for assessment.
2. Record the request in the change management log section of the project control register.
3. Investigate the impact of the proposed change (cost, schedule, scope) and evaluate the impact of not performing the change.
4. Prepare a response to the proposed change.
5. Retain the original in the project repository.
6. Motorola Solutions and Customer agree whether the change should be performed and obtain authorization sign-off of the change request.
7. The appropriate document is created.

If Change is not Accepted:

- Motorola Solutions project manager will discuss and document the issue with the Customer project manager.
- The proposed change can be modified and re-submitted, or withdrawn, if it is agreed to be non-essential (in this case, the reasons will be documented).

If Change is Accepted:

- Once the change request has been approved and signed by the authorized parties, work may begin.
- Motorola Solutions project manager and the Customer project manager will adapt project plans to incorporate the approved change.
- Both Motorola Solutions and the Customer must sign-off that a change has been complete.
- The change control log will be updated.
- The change control log will be supplied at the progress meetings and/or in status reports.

2.9 PROJECT CONTACT LIST

The respective project managers will complete the table below during kick-off.

Table 2-2. Project Team Directory

Name	Department	Role	Phone Number	E-mail Address

SECTION 3

STATEMENT OF WORK

3.1 CAD/MOBILE AND RECORDS STATEMENT OF WORK

This Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the implementation of the PremierOne Suite to support public safety dispatching, records and jail management operations. When assigning responsibilities, the phrase "Motorola Solutions" includes our subcontractors and third-party partners.

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

3.1.1 Contract Award

Motorola Solutions and the City execute the contract and both parties receive all the necessary documentation.

3.1.2 Contract Administration and Project Initiation

After the contract is executed, the project is set up in the Motorola Solutions information and management systems. Motorola Solutions and the City assign project resources. The kick-off meeting is scheduled.

3.1.3 Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola Solutions and the City are critical to the successful implementation and on-going operation of your PremierOne System. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, we will work with you to help you understand the impact of introducing a new system and your preparedness for the implementation and support of the PremierOne system.

Shortly after contract signing, Motorola Solutions will work one-on-one with your designated Transformation Lead to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

This single day on-site review focuses on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for the Project Kickoff meeting.

Topics of discussion may include:

1. A review of the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third party engagement/considerations (as applicable).

2. Requirements for background investigations and/or fingerprint requirements. If fingerprints are required from Motorola Solutions employees and/or contractors, the fingerprints will be submitted on Motorola Solutions-provided FBI FD-258 Fingerprint cards.
3. The City involvement in system provisioning and data gathering to understand scope and time commitment required.
4. A review of the training requirements and the training time commitment.
5. System maintenance and support following live cut.
6. PremierOne Geographic Information Systems (GIS) (GIS Resource will participate remotely).

Motorola Solutions Responsibilities

1. Make initial contact with the City Project Manager and schedule the Pre-Implementation Review meeting
2. Document the mutually agreed upon Project Kickoff Meeting Agenda.

City Responsibilities

1. Schedule the availability of the Transformation Lead to meet with Motorola.
2. Ensure City GIS Administrator review of the PremierOne GIS build requirements.
3. Provide sample GIS data.
4. Provide acknowledgement of the mutually agreed upon Project Kickoff Meeting agenda.
5. Provide approval to proceed with the Project Kickoff meeting.

Motorola Solutions Deliverable

Title
Project Kickoff Meeting Agenda

3.1.4 Project Kickoff

The purpose is to introduce project participants and review the scope of the project.

Motorola Solutions Responsibilities

1. Schedule and facilitate the kick-off meeting to clarify roles and responsibilities and establish team working relationships.
2. Present a high level overview of project scope.

City Responsibilities

1. Identify and ensure participation of key team members in kickoff and project initiation activities.

Motorola Solutions Deliverables

Title
Project Kickoff Meeting Minutes

3.1.5 Contract Design Review

The objective is to review the scope of the project, project schedule, equipment list, training plan and test plans.

Motorola Solutions Responsibilities

1. Review all third-party partners and applications.
2. Review the query interface(s) described in the System Description (SD).
3. Review project schedule dates.
4. Review the system equipment bill of materials and note any necessary modifications.
5. Review the Training Plan and note any necessary modifications.
6. Plan installation activities with the City.
7. Review and memorialize project completion criteria and definition of completion of project.
8. Discuss the test plan that will include test procedures that define steps to be taken to validate functionality, pass/fail criteria, and the resolution for deficiencies. The Test Plan will be reviewed and finalized after System Provisioning and Interface Requirements Documents are completed.

City Responsibilities

1. Provide input to the Project schedule dates.
2. Review the final hardware and operating system software configuration with the Motorola Solutions project team.
3. Participate in reviewing the Training Plan.
4. Provide written acknowledgement of project completion criteria.

Motorola Solutions Deliverables

Title
Initial Project Schedule
Bill of Materials

3.1.6 Product Overview and Discovery

The purpose is to provide an introduction of PremierOne CAD, Mobile, Records and Jail, conduct product demonstrations, review the GIS information the Customer has gathered and discuss the relationship and dependencies between CAD, Records and GIS.

Motorola Solutions Responsibilities

1. Schedule a 3-day on-site visit to meet with Customer's CAD/Mobile and Records SMEs and GIS administrator.
2. Conduct product demonstrations of base features and functions.
3. Review site's current GIS data, including boundary information. Establish consistent terminology for response boundaries, agencies and beats. The PremierOne GIS Requirements document will be the basis of the GIS review.

4. Determine customer specific requirements for the GIS data to support the PremierOne data development and provisioning – Agency type(s), Agency name(s), Beat names, Response boundaries, street names (prefix/suffix/City road, interstates, etc.), and common place names.

City Responsibilities

1. Determine agency types and agency names and beat names to support the PremierOne geodatabase development.

Motorola Solutions Deliverables

Title
Conducted working session

3.1.6.1 Site Survey and Infrastructure Planning

The purpose is to review the infrastructure requirements for the PremierOne system and to ensure the computer room(s) and other locations are appropriate for the installation of the system hardware. Motorola Solutions will facilitate a meeting following the Project Kickoff to review the Site Requirements section of the System Description (SD) and to conduct a survey of the City's facilities. The objective of this review is to ensure the existing infrastructure(s), network and facilities will support an optimal installation environment for the PremierOne system.

Motorola Solutions makes no provision for cabling or capital improvements to the installation environment and power consumption considerations that may be required to support the PremierOne system.

Motorola Solutions Responsibilities

1. Review the Site Requirements section of the SD with the City.
2. Facilitate meetings as required to review the current infrastructure.
3. Conduct a site survey/audit of the facilities in which system hardware will be installed to assess site readiness.
4. Prepare a report that includes recommendations for any site preparation required to provide a suitable environment for installation of the system equipment and that identifies any deficiencies related to power, power supplies, cabling, network connectivity, communications equipment.

City Responsibilities

1. Provide documentation on the current infrastructure, i.e. existing hardware and operating system software components and terminal networks, as well as projected utilization statistics and other information as is reasonably required to validate final hardware requirements.
2. Ensure site environment meets minimum requirements, as stated in the Site Requirements.
3. Make appropriate staff available to explain the current architecture.
4. Provide a site for the installation, operation, and maintenance of all computer server(s), workstation(s), and related peripheral in accordance with Motorola Solutions' requirements and all network infrastructures described in the SD.
5. Ensure the computer processor(s), operating system software, third-party software, all associated workstations, printers, communications, and related components conform with the specifications in the SD.

6. Provide a programmer work area for Motorola Solutions on-site staff in the primary facility, located near but outside of the computer machine room. The room will be equipped with a workstation, AC power to support workspace for a minimum of two (2) people and internet access, Wireless access is recommended. This work area will be available during the course of the project.
7. Provide 24-hour access to a secured two-way Internet connection to the PremierOne firewalls for the purposes of deployment, maintenance and monitoring
8. Review and approve the final hardware and operating system software configuration with the Motorola Solutions project team.
9. Provide any cabling or capital improvements required for the installation environment and or power consumption considerations.

Motorola Solutions Deliverables

Title	
Site Survey Results	A document that outlines the infrastructure improvements necessary to support the contracted solution.

3.1.6.2 IP Network Analysis

The objective of this activity is to ensure the local and wide area networks will support the contracted solution. A Network Systems analyst will conduct an on-site assessment of the existing network.

Motorola Solutions Responsibilities

1. Perform on-site network assessment.
2. Analyze data.
3. Prepare recommendations.
4. Present and discuss recommendations with the City.

City Responsibilities

1. Provide access to all required facilities and locations necessary to perform assessment.
2. Provide information on current network architecture and configuration.
3. Review and discuss recommendations with Motorola.
4. Complete any physical and/or network improvements necessary to support the PremierOne solution in order to avert potential performance issues or project delays.

Motorola Solutions Deliverables

Title
Network Recommendations

3.1.7 CAD/Mobile Business Process Review (BPR) and System Provisioning

System provisioning includes user configurable parameters (i.e. specific values for unit names, timing of events, officer or user identification, street names, to name a few) that are defined within the system. Motorola Solutions will conduct a meeting following the kickoff meeting to begin the BPR process. During this meeting the information required to provision the system to best meet the

agency's functional requirements, business processes and workflows will be identified, reviewed and collected. The Customer's SMEs and GIS Administrator will participate in these activities.

The BPR and Provisioning process will be conducted with personnel from the contracting/primary agency or for the primary communications center. The contracting/primary agency is responsible for engaging all user agencies that will be provisioned on the system to obtain required inputs. A single instance of the activities and a single provisioning profile described in this phase will be conducted for law enforcement dispatch unless specifically stated otherwise. If an additional BPR or provisioning for additional agencies is required, it will be addressed via the change order process.

The resulting BPR workbook will reflect the features that will be provisioned during the provisioning activities.

3.1.7.1 Business Process Review (BPR) and Requirements Gathering

Motorola Solutions Responsibilities

1. Deliver the BPR workbook prior to the workshop.
2. Review the BPR workbook and information needed to complete it.
3. Review site's current GIS data, including boundary information. Establish consistent terminology for response boundaries.
4. Conduct operational reviews during sit-alongs and ride-alongs.
5. Review the documented business processes and provide configuration options.
6. Review completed BPR workbook.

City Responsibilities

1. Schedule dispatch and police sit-alongs and ride-alongs
2. Provide resources knowledgeable in the Customer's business processes to review workflows and provide relevant documentation on workflow and operating procedures.
3. Prepare call and unit statistics.
4. Gather and document required data in the BPR workbook.
5. Review the documented business processes and select available configuration options.
6. Finalize agency and beat names for the geodatabase. All of the data will be required but the streets, address points and common places can be works in progress that can be updated as the project moves along. The agency and beat names should be final by provisioning
7. Review the completed BPR workbook with Motorola.

Motorola Solutions Deliverables

Title
Pre-BPR Checklist
Completed BPR Workbook

3.1.7.2 Data Gathering

Following the completion of the BPR Workbook, Motorola Solutions will work with the City to identify the specific data elements (i.e. incident types, status codes, offenses, etc.) required to

provision the system and provide worksheets onto which the Customer will capture required information.

Motorola Solutions Responsibilities

1. Provide Provisioning worksheets.
2. Review the Provisioning worksheets and identify the information required for provisioning data tables.

City Responsibilities

1. Capture required data elements in the Provisioning worksheets.
2. Complete the provisioning worksheets at least 10 business days prior to the scheduled start of the Provisioning activity.

NOTE: The project schedule is highly reliant upon receipt of the completed Provisioning worksheets.

Motorola Solutions Deliverables

Title
Provisioning Worksheets

3.1.7.3 PremierOne CAD and Mobile Provisioning

Motorola Solutions will guide the CAD and Mobile system provisioning based on the data gathered during the BPR and completion of the provisioning workbooks.

Motorola Solutions Responsibilities

1. Review tables (configurable items) and associated data
2. Perform provisioning training in accordance with the training plan
3. Complete foundational CAD and Mobile data entry for the primary provisioning profile.
4. Remotely conduct checkpoints to verify accuracy of the Customer-provisioned data.
5. Review and finalize provisioning decisions for the mobile client.

City Responsibilities

1. Supply a suitably configured classroom for provisioning training with a workstation for the instructor and at least one workstation for every two students.
2. Ensure availability of the SMEs to participate in the training.
3. Verify foundational data entry completed by Motorola.
4. Complete all provisioning data entry.
5. Participate in checkpoints.

Motorola Solutions Deliverables

Title
Provisioning Training
Checkpoint Reports

3.1.7.4 CAD User Interface Modifications

The objective is to modify the user interface (UI) for the CAD client software.

Motorola Solutions will discuss the options for modifying the UI based on the CAD UI Screen Tailoring document. We will configure an initial CAD User Interface (UI) and review it with the City. One UI will be tailored for all dispatch users/agencies. The City will have one opportunity to identify additional modifications to the UI, which Motorola Solutions will deliver as the final version. Subsequent requests for changes will be evaluated per the change control process.

Motorola Solutions Responsibilities

1. Present available options for modifying the CAD UI.
2. Modify the CAD UI.
3. Review UI with the City.
4. Make final modifications after City. review.

City Responsibilities

1. Participate in initial meetings to define requested UI modifications.
2. Evaluate the UI after the initial delivery and identify any final modification requests.

Motorola Solutions Deliverable

Title	Description
CAD UI	UI that conforms to the CAD UI Screen tailoring document.

3.1.7.5 Provisioning Verification

Motorola Solutions and the City's application administrator and SMEs will exercise the PremierOne system to verify the system has been provisioned in accordance with the BPR Workbook and provisioning worksheets and that the system functions in accordance with the system documentation.

Motorola Solutions Responsibilities

1. Provide CAD system orientation in a working session that will allow Customer to verify provisioning.
2. Document any system defects identified during the verification process.

City Responsibilities

1. Ensure the availability of the SME's that participated in the BPR and provisioning training for this activity.
2. Update provisioning tables, if required.
3. Work with Motorola Solutions to document any system defects.

Motorola Solutions Deliverables

Title
Meeting minutes from working session

3.1.7.6 GIS Boundary Workshop

The GIS AS and City's GIS Administrator will participate in a meeting with the CAD SMEs to review the CAD requirements pertaining to GIS data. During the meeting the focus is on the response boundary requirements and reviewing data which includes but is not limited to agency names, beat names, city names, contractor boundaries, premise hazard areas and reporting districts.

The PremierOne GIS Requirements document will be the basis of the GIS review.

Motorola Solutions Responsibilities

1. Review the PremierOne GIS Requirements document.
2. Discuss results of data analysis report.

City Responsibilities

1. Provide existing GIS data.
2. Update GIS data as necessary to develop response boundaries in conformance with the GIS Requirements document.

Motorola Solutions Deliverables

Title
GIS Boundary Requirements

3.1.7.7 GIS Scope Review

Following the GIS Boundary workshop, the GIS AS meets with the City's GIS Administrator to discuss the approach to developing the GIS data for use with the PremierOne CAD system.

Topics that will be discussed include routing requirements and specifics for using common places, address points, and premise hazard areas.

Following this meeting, the GIS AS will develop a GIS Project Plan that documents the processes and the tasks to be completed and the timeline and provisioning dependencies.

Motorola Solutions Responsibilities

1. Review City GIS data
2. Discuss current GIS business practices
3. Discuss frequency of GIS updates to current system and desired frequency with PremierOne.
4. Develop and deliver GIS Project Plan.

City Responsibilities

1. Ensure availability of GIS administrator for this meeting.

Motorola Solutions Deliverables

Title
GIS Project Plan

3.1.7.8 Draft Geodatabase

The draft geodatabase will be created and uploaded to the PremierOne server to support provisioning efforts and draft maps will be created for CAD workstations.

Error reports that are produced as a result of developing the draft geodatabase will be delivered to the customer.

The final geodatabase will be delivered during the GIS training, which is described in the Training Plan.

Motorola Solutions Responsibilities

1. Create the draft geodatabase and draft maps.
2. Provide a report of any issues found during the geodatabase build.
3. Provide up to forty (40) hours of remote assistance to the City GIS Administrator.

City Responsibilities

1. Correct any GIS errors identified in report from geodatabase build.

Motorola Solutions Deliverables

Title
Draft geodatabase
Draft Maps

3.1.8 Records Detailed Design Review and Jail Business Process Review

These reviews are a multifaceted approach for observing and documenting your current business processes, standard operating procedures, workflows, reports and print out usage and current operational challenges; Business Process Review. Additionally, a Records Detailed Design Document and documented Jail workflows and procedures are provided memorializing mutual understanding of the customer's business requirements and how the delivered system will fulfill the requirements. Motorola will also recommend the best approach to provisioning/configuring the PremierOne system, based on the workflow analysis.

3.1.8.1 Business Process Review

The BPR and Provisioning process will be conducted with personnel from the contracting/primary agency or for the primary Records department. The contracting/primary agency is responsible for engaging all user agencies that will be provisioned on the system to obtain required inputs. A single instance of the activities and a single provisioning profile described in this phase will be conducted for contracting/primary agency unless specifically stated otherwise. If an additional BPR or provisioning for additional agencies is required, it will be addressed via the change order process.

Customer personnel that participate in this activity should include resources very familiar with Records operations.

Motorola Solutions Responsibilities

1. Meet with the City personnel to gather information regarding current business processes, operating goals, standard operating procedures, and current operational pain points.

2. Analyze current legacy system(s), business workflows and operating procedures with PremierOne functionality and the provisioning constructs described above.
3. Conduct Records sit-alongs and patrol ride-alongs.
4. Provide the draft Records Detailed Design Document
5. Provide copy of documented Jail workflows and procedures.

City Responsibilities

1. Prepare call and unit statistics
2. Provide resources knowledgeable in the City's business processes to review workflows and provide relevant documentation on workflow and operating procedures
3. Schedule police ride-alongs
4. Review draft Records Detailed Design Document
5. Review Jail workflows and procedures document.

Motorola Solutions Deliverables

Title
Initial/Draft Detailed Design Document
Documented Jail workflows and procedures

3.1.8.2 Records Detailed Design Documentation (Specification)

Motorola will review the draft Detailed Design Document with the City and solicit feedback. Motorola will then make modifications based on the Customer feedback and present the updated package to the Customer for approval. We expect the potential for iterative updates to occur over a ten (10) business day period in order to reach mutual agreement. The approved Detailed Design Document constitutes the features and functional specifications of the system and becomes the basis for functional acceptance testing.

Motorola will provide a level of effort (LOE) analysis for each of the work products identified in the Detailed Design Documentation that require development.

Motorola Responsibilities

1. Review the Detailed Design Document with the Customer for the purpose of obtaining mutual understanding of the scope of work, levels of effort, work duration and resources needed to complete the work.
2. Memorialize mutual understanding and agreement of the Detailed Design Document via signature.
3. Motorola will perform 200 hours of ACT/reports development. If the LOE for development exceeds 200 hours, a change order will be required to either incorporate that effort or to remove affected modifications from the project scope.

City Responsibilities

1. Provide Motorola with forms, reports and templates to be created in PremierOne Records to aid Motorola in developing the Detailed Design Document.
2. Review the Detailed Design Document with Motorola

3. Memorialize mutual understanding and agreement of the Detailed Design Document via signature.
4. Request additional Motorola assistance via the change provision of the contract if Motorola efforts exceed 200 hours.

Motorola Deliverables

Title
Detailed Design Document to include: Business Process Flows Module-Based Requirements Documents including: - Field Definition (Pane Name, Group Name, Grid Name, Caption, DB Name, Field Type, Per View: Read Only, Required, Visible, Display Length, Max Length, Code Table, Dependencies / Actions, Mask / Conversions, Validations, Indexing, Data Grid configurations, RDW Configurations, Expungement Types, CI Master Mappings, Smart Copy settings) - Custom Code Tables - Document Views - Security Groups - Interface Mappings - Data Conversion Mappings - Document Workflows - Printouts - RDLC Reports - Data Views - Estimated level of effort to develop List of Identified SSRS Reports - Short Description - Priority - Due By [Training, Go-Live, Post Go-Live <time frame>] - Responsible Party - Estimated level of effort to develop Motorola-developed modules and reports Field Test scenario recommendations Provide recommendations to the role based training approach

3.1.8.3 Records Advanced Configuration Tool

The Advanced Configuration Tool (ACT) is an application development tool designed to provide skilled PremierOne Records resources the ability to modify and develop Records functionality. Using ACT, trained resources can design the navigation flow for modules, develop application components such as search fields, data grids, default views, and in-module reports. ACT is also used to modify and develop modules in order to provide functionality to support City-specific business processes. Unlike configuration or provisioning, development done in ACT creates additional database structures and application code.

The skilled resource will be familiar with relational database logic, data types, and understand data theory. The skilled resource must understand the agency's end-to-end business operation, anticipate specific reporting needs and envision the required inputs to support the desired reporting outputs.

The City representative(s) will attend ACT training.

If modifications to the City system are desired after Records go-live, a Module Based Requirements Document must be created by the Customer and reviewed and approved by Motorola Solutions before the modifications will be supported by Motorola during warranty/maintenance.

Motorola Responsibilities

1. Make ACT training available to the City
2. Review, advise and or approve of Customer submitted Module Based Requirements document

City Responsibilities

1. Attend the ACT training.
2. Draft Module Based Requirements document as needed
3. Submit to the Motorola Solutions Solutions-Support representative for review and approval to making any ACT changes.

NOTE: Failure to submit Module Based Requirements documents for review and approval prior to making changes using ACT could negatively impact the system and impair Motorola Solutions ability to support the system.

Motorola Deliverable

Title
Advanced Configuration Tool
Advanced Configuration Training

3.1.8.4 Records/Jail Provisioning

After the City approves the Records Detailed Design Document and Jail workflows and processes, Motorola Solutions will conduct Records Provisioning and Jail System Administrator training. Provisioning/configuration includes entering personnel into CAD/Services Hub, building/populating the code tables, building out security groups and workflows. The City will complete application provisioning/configuration following training.

The City is responsible for developing Jail data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. Motorola will provide and explain sample Jail data entry standards as a starting point for the County. The City may need to revise the sample standards to meet its specific needs. Once Jail standards have been established, the City will be expected to formalize the policy as standard operating procedure for data entry tasks.

Motorola Solutions Responsibilities

1. Review Detailed Design document, configurable items and associated data.
2. Provide and explain data entry standards entry standards and provide an example for the City to use in developing its own set of data entry standards (JMS).
3. Perform Records provisioning and Jail /system administrator training in accordance with the training plan.
4. Remotely conduct checkpoints to verify accuracy of the City-provisioned data.

City Responsibilities

1. Revise sample data entry standards form to meet the City's needs (JMS).
2. Develop data entry standards before user training begins (JMS).
3. Supply a suitably configured classroom for provisioning training with a workstation for the instructor and at least one workstation for every two students.
4. Ensure availability of the SMEs to participate in the training.
5. Complete all provisioning data entry.
6. Participate in checkpoints.

Motorola Solutions Deliverables

Title
Sample Data Entry Standards Forms (JMS)
Provisioning Training
Jail System Administrator Training
Checkpoint Reports
Provisioned/configured subsystems (training ready)

3.1.9 CommandCentral App with Handheld features Agency-User Setup

CommandCentral App is Motorola's solution for eCitations.

The provisioning process allows agencies to define the specific capabilities and permissions of each user. Agency setup must be completed prior to establishing a connection between CommandCentral cloud platform and on-prem records system.

Motorola Solutions Responsibilities

1. Provide a remote CommandCentral Admin training session for the City System Administrator(s).
2. Provide up to two hours of remote telephone support over a 10-day period following the CommandCentral Admin training for the System Administrator during the Agency and User Setup process.
3. Use the CommandCentral Admin tools to establish the City within the CommandCentral cloud platform. This activity will be initiated during the order process.

City Responsibilities

1. Assure the System Administrator completes the CommandCentral Admin training.
2. Complete provisioning and setup

Motorola Solutions Deliverables

Title
CommandCentral App with Handheld features System Administrator training

3.1.9.1 CommandCentral App Provisioning

Provisioning is the process of configuring the CommandCentral App and CommandCentral Cloud to function in accordance with the CommandCentral App Configuration Document. (Note, the CommandCentral Apps with Handheld features Records Synchronization must occur prior to this activity.)

Motorola Solutions Responsibilities

1. Configure the CommandCentral App in accordance with the CommandCentral Configuration document.
2. Upload forms and print format to CommandCentral App configuration service.
3. Provide a remote demonstration of the provisioned CommandCentral App capabilities including standard Search forms, Citation form, and printed Citation format.
4. Update the application's field parameters and workflow based on feedback from the City. Motorola will provide up to 10 hours to accommodate field parameter and workflow refinement changes. Motorola will update the CommandCentral Configuration document to assure it matches the approved configuration.

City Responsibilities

1. Assign the SME's that approved the CommandCentral Configuration document to participate in the application demonstrations and acceptance test process.
2. Participate in configured application demonstrations.
3. Provide feedback on specific data field or work flow changes that differ from the originally agreed configuration.
4. Create and provide any agency specific user training required to assure users understand the new Citation process and workflow.
5. Train end users.

Motorola Solutions Deliverables

	Title
	Demonstration of provisioned CommandCentral App with Handheld features

3.1.10 Hardware and Software

Motorola Solutions will procure the system equipment in accordance with the approved Bill of Materials.

3.1.10.1 System Staging

The objective of this activity is to install the hardware and software components procured by Motorola Solutions at our staging facility. The system will then be tested and verified to be operational in a staged environment. Once validated, the system will be packaged and shipped to the City's location for installation.

Motorola Solutions Responsibilities

1. Order all hardware, software and related components and deliver them to the staging facility.

2. Rack and install all hardware components.
3. Install and configure system software.
4. Ship staged system to the City's site.

City Responsibilities

1. Provide appropriate receiving facility for the system equipment.
2. Acknowledge receipt of delivered equipment.

Motorola Solutions Deliverables

Title
Equipment Inventory
Staged System Delivery

3.1.10.2 On-Site Installation

The objective of this activity is to install the system at the City's site. The output of the activity will be an installed PremierOne system. This activity addresses physical installation activities and system connectivity verification.

Motorola Solutions Responsibilities

1. Install the staged system in the City's environment.
2. Conduct a Power On test to validate that the installed hardware and software are ready for configuration.
3. Load preliminary provisioning data.
4. Verify PremierOne functionality in accordance with release criteria.
5. Synchronize the primary and disaster recovery systems.
6. Verify failover functionality (this is not a customer-facing test).

City Responsibilities

1. Certify that the server room is available and meets agreed upon specifications.

Motorola Deliverable

Title
Power On/Installation Verification

3.1.10.3 Cumulative Updates

If it is necessary to install a Cumulative Update (CU) to address contractual requirement(s), a test will be performed to demonstrate the contractual requirement is fulfilled. If additional provisioning or functional training is required to fulfill the contractual requirement, it will be delivered. If the CU provides additional functionality that is desired but not contractually required, additional training is available in accordance with the change control provisions.

Motorola Solutions Responsibilities

1. Provide release notes and related documentation.

2. Remotely install the CU.
3. Perform training and testing as required to meet contractual requirements.

City Responsibilities

1. Participate in testing, as required.
2. If new functionality supported by the CU is desired (not contractually required), provision the system based on the release notes and train users.

Motorola Deliverable

Title
Installation of Cumulative Update

3.1.10.4 CAD/Mobile Client Software Installation

Client software will be installed on the specified number of workstations/mobile devices to facilitate provisioning training and testing and provide instruction to City personnel who will complete software installation on the remaining workstations.

Motorola Solutions Responsibilities

1. Verify system readiness.
2. Request client software.
3. Provide instruction on client software installation on up to five (5) CAD workstations and (5) Mobile devices.
4. Provide instruction on client software deployment utility.
5. Verify client software installation.

City Responsibilities

1. Provide workstation/mobile device hardware in accordance with specifications
2. Assign personnel to observe software installation training
3. Complete installation of client software on remaining workstations and mobile devices.

Motorola Solutions Deliverables

Title
Pre-Install Prep Checklist
Software installation media
Installation Guide

3.1.10.5 Records Client Package Configuration/Installation

Motorola Solutions will configure the Records client software.

Motorola Solutions Responsibilities

1. Create client installation executable(s).
2. Install client on up to five (5) workstations/devices.

3. Verify Records Mobile client software functionality in offline mode.

City Responsibilities

1. Provide access to up to five (5) client workstations.
2. Install client on remaining desktop and mobile workstations/devices.

Motorola Solutions Deliverables

Title
Record Client Installation Package

3.1.11 Interfaces

3.1.11.1 ISD Review

Motorola Solutions and the City will review the connectivity and functionality described in the ISDs.

Motorola Solutions Responsibilities

1. Conduct reviews of the ISDs to explain how the interfaces function.
2. Document variances between the City's expectations and the ISDs.
3. Work with the City's third-party vendors, if required, to understand and update the ISD(s).
4. If modifications are required of any of the interfaces as presented in the ISDs, provide the City's with an updated ISD and change order for execution prior to making any change to the interface.

City's Responsibilities

1. Make knowledgeable individuals available for the ISD reviews.
2. Provide input on the current use of the interface and verify that the functional specification in the ISD meets the use case or identify desired changes to the specifications.
3. Facilitate communications and assist with resolution of issues that arise between Motorola Solutions and the City's third-party vendor(s).
4. Assume costs associated with efforts required of the third-party vendors, which may include professional services, API/SDK fees, Non-Disclosure Agreements, licenses, and configuration or development, if necessary to support desired interface functionality.
5. Review and approve the ISDs or provide comments describing requested changes within ten (10) business days of delivery. If no approval or comments are received within ten (10) business days, the ISD(s) will be considered approved.
6. Acknowledge approval of the ISDs or execute a change order for any modifications.

Motorola Solutions Deliverables

Title
Finalized Interface Specification Documents

3.1.11.2 Interface Development, Installation and Configuration

Development of interfaces (if required) will be completed in accordance with the ISD(s).

Connectivity will be established between PremierOne applications and the external and/or third-party systems to which PremierOne will interface. Motorola Solutions will configure PremierOne to support each contracted interface. The City is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces. \

The City prioritizes a live cut date over completion of all of the interfaces. If all interfaces cannot be complete, Motorola will work with the City to ensure that prioritized interfaces will be completed by go-live.

Motorola Solutions Responsibilities

1. Develop interfaces (if required) in accordance with the ISDs.
2. Establish connectivity to external and third-party systems.
3. Configure interfaces to support the functionality described in the ISDs.
4. Parse and configure HTML transformation of query replies.
5. Perform unit testing of each interface.

City Responsibilities

1. Act as liaison between Motorola Solutions and third-party vendors or systems as required to establish interface connectivity with PremierOne.
2. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
3. Provide network connectivity between PremierOne and the third-party systems.
4. Provide a resource to test transformed query replies.

Motorola Solutions Deliverables

Title
Contracted Interfaces

3.1.11.3 Federal Uniform Crime Reporting (UCR)/National Incident Based Reporting System (NIBRS)/Interface

Motorola Solutions will deliver PremierOne Records software that supports federal UCR and NIBRS reporting requirements.

Motorola Solutions Responsibilities:

1. Develop the State of Arizona reporting capability.
2. In the event of an initial failed submission, collaborate with the Customer to understand any provisioning parameters that may be or are impacting UCR/NIBRS submission acceptance.
3. As required by the State, and upon receipt of an official state communication, modify the state layer to account for any requirements necessary to be compliant with state specific reporting requirements.

City Responsibilities:

1. Serve as the intermediary between Motorola Solutions and the State in clarifying reporting requirements between state requirements, Customer requirements, and PremierOne Records state layer submission functionality.

2. Facilitate any required meetings between Motorola Solutions and the State.
3. Initiate a UCR or NIBRS submission to the State.
4. Resolve any provisioning issues that are impacting State submission acceptance.
5. In the event of a failed submission:
   A. Communicate the discrepancy in reporting requirement to the State.
   B. Obtain an official state communication clearly articulating the State's requirement.
   C. Forward a copy of the official state communication to Motorola

Motorola Solutions Deliverables:

Deliverable
UCR/NIBRS Reporting

3.1.11.4 Crash Report (TAR)

Motorola Solutions will develop the Arizona Crash Report.

Motorola Solutions Responsibilities:

1. Scan hard-copy forms into PremierOne Records and develop Crash Reporting functionality.
2. Integrate the Crash Report and PremierOne Records.
3. Submit the developed forms to gain State acceptance.
4. In the event of an initial failed submission, collaborate with the Customer to understand any provisioning parameters that may impact report submission acceptance.
5. As required by the State, and upon receipt of an official state communication, modify the crash report to account required for compliance with state specific reporting requirements.

City Responsibilities:

1. Provide hard copies of forms.
2. Initiate a submission of the Crash Reports to the State.
3. Resolve any provisioning issues that affect State submission acceptance.
4. Serve as the intermediary between Motorola Solutions and the State in clarifying reporting requirements between state requirements, Customer requirements, and PremierOne Records Crash Report submission functionality.
5. Obtain an official state communication clearly articulating the State's requirement.
6. Forward a copy of the official state communication to Motorola.

Motorola Solutions Deliverables:

Deliverable
Arizona Crash Report

3.1.12 CAD/Mobile Reports and Dashboards

3.1.12.1 Reports

Motorola Solutions will deliver the standard reports library and has not included the effort to develop any Customer-specific or Customer-defined reports. A list of the standard reports delivered with the installed version will be provided upon request.

3.1.12.2 CAD Intelligent Data Discovery (IDD)

The objective of this task is to introduce the functionality available via the IDD tool, review the three (3) standard CAD dashboards and the View Only CAD IDD Bundle described in the TSSD, and define and develop two (2) custom dashboards as described in the TSSD. (IDD training will be conducted in accordance with the training plan.)

This effort will utilize the City's existing Microsoft SQL Server licenses and Business Intelligence tools to configure dashboards and data views using data available from the PremierOne environment.

Motorola Solutions Responsibilities

1. Conduct a two (2) day overview/consultation to review standard dashboards and reports and define requirements for two (2) custom dashboards.
2. Document requirements for the custom dashboards.
3. Develop custom dashboards.
4. Install the standard and custom dashboards. (This task will occur during the IDD training course.)

City Responsibilities

1. Perform data entry (incident creation, dispatch, disposition, etc.) to ensure sufficient data exists for reporting.
2. Define requirements for the custom dashboards within 30 days of the overview/consultation.
3. Assign resource(s) that have received the CAD SSRS (Adhoc) Reporting training to participate in the review of the dashboards.

Motorola Solutions Deliverable

Title
CAD Dashboards (standard and custom)

3.1.12.3 Records Intelligent Data Discovery (IDD)

The objective of this task is to introduce the functionality available via the IDD tool (advanced SQL Server's Reporting Service features), review the three (3) standard dashboards described in the TSSD, and define and develop two (2) custom dashboards as described in the TSSD. (Records IDD Training will be conducted in accordance with the training plan.)

This effort will utilize the City's existing Microsoft SQL Server licenses and Business Intelligence tools to configure dashboards and data views using data available from the PremierOne environment.

Motorola Solutions Responsibilities

1. Conduct a two (2) day overview/consultation to review standard dashboards and reports and define requirements for two (2) custom dashboards.
2. Document requirements for the custom dashboards.
3. Develop custom dashboards.
4. Install the standard and custom dashboards. (This task will occur during the IDD training course timeframe.)

City Responsibilities

1. Assign resource(s) that have received the Records Ad Hoc Reporting training to participate in the initial dashboard consultation and review delivery of the dashboards.

Motorola Solutions Deliverable

Title
Records Dashboards (standard and custom)

3.1.13 Records Reports

3.1.13.1 Reports

Motorola Solutions will deliver the standard reports library and has not included the effort to develop any Customer-specific or Customer-defined reports. A list of the standard reports delivered with the installed version will be provided upon request.

3.1.13.2 Property and Evidence Data Conversion

Motorola Solutions will convert specified data that exists in the City's legacy Property and Evidence system to conform to the data structure of the PremierOne Records application and is available in PremierOne Records system. While Motorola Solutions is responsible for converting the specified data, it is critical that the City assign a knowledgeable resource to this activity that will remain engaged throughout the conversion process.

The legacy databases must be relational databases and we must be able to link directly to the legacy databases from MS SQL Server.

Motorola Solutions does not provide any data clean up or manipulation of the provided data and conducts a single, one time, bulk load of legacy data. The City should conduct a comprehensive analysis of the data in the legacy systems to identify duplicate data/records, lost data, orphaned records, or records that haven't been linked properly and resolve those issues prior to extracting the data to be converted.

Motorola Solutions Responsibilities

1. Work with the City to analyze data files to determine which tables contain the desired data and identify truncated, coded or masked data.
2. Conduct the Data Conversion Preparation Workshop to develop documentation that identifies where the information will be positioned in PremierOne (Data Conversion Guide).
3. Extract the data to be converted from the legacy databases.

4. Develop and execute the conversion routine up to two times on a small representative data set to identify and correct any issues.
5. Perform a final test run on a small representative data set to verify the conversion results.
6. Perform the final data migration prior to the Live Cut, in accordance with the project schedule.

City Responsibilities

1. Provide adequate documentation of legacy database and field mapping information of legacy systems.
2. Engage resources from legacy system vendors if required to provide information on legacy database schema, etc.
3. Participate in Data Conversion Preparation Workshop.
4. Review and approve the Data Conversion Guide.
5. Review data at each test iteration.
6. Provide acknowledgement of completion of data conversion.

Motorola Solutions Deliverables

Title
Data Conversion Guide
Converted Data

3.1.13.3 Conversion on Demand (CoD) Tool

The "Convert On Demand (CoD) tool supports the ability for Customer to configure and import documents in Legacy Records Management Systems into PremierOne Records documents on an as-needed basis. It is supported for use with legacy information residing in any T-SQL relational database.

The database in which the legacy data resides will remain in an archive Database instance, and when the need arises, data is brought into PremierOne. The CoD tool can convert one record at a time or perform a bulk import into PremierOne systems. The tool uses internal PremierOne Record components to maintain data integrity of converted records in PremierOne Records, which helps users to use various PremierOne Record features with converted records.

The CoD tool also has a feature that will enable users to compare legacy data in the PremierOne Records format before deciding to convert specific records to PremierOne Records. This feature helps users to validate data mapping between the legacy data and how it will appear in PremierOne RMS.

Motorola Solutions' responsibilities will be performed during one three (3)-day on-site session.

Motorola Solutions Responsibilities

1. Install the CoD tool on the PremierOne Records server.
2. Gain an understanding of the legacy data structure.
3. Create the mapping document.
4. Train Customer resource in use of the CoD tool
5. Assist with the development of configuration documents/files for ETL scripts

City Responsibilities

1. Identify a resource who is very familiar with the legacy data structure and schema to participate in the 3-day session.
2. Following the training session, create the required configuration documents/files.

Motorola Solutions Deliverables

Title
Conversion on Demand Tool

3.1.14 PremierOne Training

The objective of this task is to prepare for and deliver computer-based and instructor-led classroom training in accordance with the Training Plan.

3.1.14.1 Learning Management System

PremierOne training is made available to you, in part, via Motorola Solutions Software Enterprise Learning Management System (LMS). During deployment you are provided with continual access to our library of on-line learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. Courses that are delivered or supplemented by LMS content are described in the Training Plan.

The Customer LMS Administrator(s) will be trained to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Solutions Responsibilities

1. Initial set up of Panorama* and addition of administrators.
2. Provide instruction to Customer LMS Administrators on:
   A. Adding and maintaining users
   B. Adding and maintaining Groups**.
   C. Assign courses and Learning Paths***
   D. Running reports.

City Responsibilities

1. Provide Motorola with names (first and last) and emails of Customer LMS administrators
2. Provide access to learningservices.motorolasolutions.com
3. Complete LMS Administrator training
4. Advise users of the availability of the LMS
5. Add/modify users, run reports and add/modify groups

Completion Criteria

Work is considered complete upon conclusion of Motorola Solutions provided LMS Administrator instruction.

***Panorama** - A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.

****Groups** - A more granular segmentation of the LMS that are generally utilized to separate learners of like function (i.e. dispatchers, call takers, patrol, firefighter). These may also be referred to as clients within the LMS.

*****Learning Path** - A collection of courses that follow a logical order, may or may not enforce linear progress.

3.1.14.2 Instructor-Led Training

Motorola Solutions Responsibilities

1. Deliver User Guides and training materials in electronic format.
2. Perform training in accordance with the Training Plan.
3. Provide limited remote support following the Train-the-Trainer courses while City trainers conduct end user training.

City Responsibilities

1. Supply suitably configured classrooms with a workstation for the instructor and at least one workstation for every two students.
2. Designate training representatives who will work with the Motorola Solutions trainers in the development and delivery of training.

Deliverables

Title
Classroom Training Materials
Attendance Rosters
Training Completion

3.1.15 PremierOne Acceptance Testing

Acceptance tests will be performed to confirm that the PremierOne system performs in accordance with the Acceptance Test Plan. Acceptance testing is a critical activity that must occur prior to Go-Live.

3.1.15.1 Project Test Plan

The objective of this series of tasks is to finalize the test activities that will be conducted in accordance with the Motorola provided Test Plan for the installed version. The test plan will describe the scope and objectives of each type of test. It will also describe the techniques that will be used during each type of test and describe the pass/fail criteria.

The plan will cover the following types of testing activities:

- Functional Acceptance Testing
- Interface Testing
- System Level Testing

Motorola Solutions Responsibilities

1. Review the schedule of test activities.

City Responsibilities

1. Schedule appropriate resources to participate in test activities.
2. Review the Project Test Plan and notify the Motorola Solutions Project Manager of any items that require discussion.

Motorola Deliverable

Title
Test Schedule

3.1.15.2 Functional Acceptance Testing

The objective of functional acceptance testing is to test the features and functions of the system that will be used by the Customer to ensure they perform according to the contractual requirements. The test plan may not test all functions of the system if they have been identified as not being applicable to the Customer's operations or for which the system has not been provisioned. Functional acceptance testing is estimated for three (3) days on-site. If additional on-site tests are required, it will be addressed via the change order provisions.

Motorola Solutions Responsibilities

1. Conduct functional acceptance testing according to the approved test plan.
2. Develop remediation plan for features that fail the test.

City Responsibilities

1. Witness the functional acceptance testing and acknowledge its successful completion.
2. Participate in the documentation of items that fail testing and note the remediation action.

Motorola Solutions Deliverable

Title
Completed Functional Acceptance Test Plan
Remediation Plan/Schedule for failed issues, if required

3.1.15.3 Interface Testing

The objective of Interface functional testing is to ensure that the installed interfaces perform according to the ISDs.

- Motorola Solutions is not responsible for issues arising from lack of engagement of third-party and/or Customer resources to perform work related to the interface, or troubleshooting any issues on the Customer's third-party systems.
- Interfaces that cannot be tested due to connectivity issues to external systems or the unavailability of Customer's third party vendors will be tested to the degree the PremierOne functionality can be demonstrated and considered successful upon that demonstration.

Motorola Solutions Responsibilities

1. Conduct interface functional testing in the Test environment according to the approved test plan.
2. Develop remediation plan for features that fail the test.

City Responsibilities

1. Provide access to a resource with access to the interfacing system to validate functionality.
2. Witness the execution of the test and acknowledge successful completion.
3. Participate in the documentation of items that fail testing and work with Motorola Solutions to develop remediation action(s).

Motorola Solutions Deliverable

Title
Completed Interface Acceptance Test Plan

3.1.15.4 System Level Testing

Upon successful completion of the functional and interface tests, the system will be exercised to demonstrate system operation from end-to-end.

Motorola Solutions and Customer will identify and troubleshoot database or application problems that may occur and initiate corrective action to resolve any issues encountered during the testing.

Motorola Solutions Responsibilities

1. Develop test scenarios.
2. Perform testing.
3. Develop remediation for test failures.

City Responsibilities

1. Schedule appropriate resources to participate in test activities.
2. Review the test scenarios and notify the Motorola Solutions Project Manager of any items that require discussion.

Motorola Solutions Deliverable

Title
Remediation Plan/Schedule for failed issues, if required

3.1.16 Go Live Planning

Motorola Solutions will assist the Customer in the transition of live operations from the Customer's legacy system to the PremierOne system. Following the conclusion of System Acceptance Testing, we will work with the Customer to develop a detailed Cutover Plan. This plan includes the following information:

- Motorola Solutions and Customer resources and staffing
- Pre-cutover tasks/activities that need to be performed leading up to the cutover
- Readiness review meetings

- Verification that interfaces designated as Priority 1 are functional
- Contingency/roll-back plans
- Cutover tasks and responsibilities
- Post cutover support resources and schedules
- Issue reporting process
- Escalation process

Motorola Solutions will assist Customer personnel with the initial database entry and functional testing, providing guidance and training as needed in the same manner as will be conducted during actual Cutover to Live Operations.

Motorola Solutions Support Engagement

As part of cutover planning, the Motorola Solutions Project Manager will complete a System Support form including Customer contact information, and information required for remote access to the system. Motorola Solutions will schedule a Support Engagement meeting between the Project Manager, the Customer Support Manager ("CSM"), the Focal Support Technician and the Customer's project team representatives. The CSM will review the Customer Support Plan with the Customer, including the process for obtaining support and the contact information.

3.1.16.1 Cutover Event

The transition to production use of the PremierOne system will be conducted according to the Cutover Plan. The cutover event represents the start of Beneficial Use, beginning of the warranty period, and the transition to the Motorola Solutions Support organization in accordance with the Customer Support Plan. On-site support will be provided at one communications center. Motorola's proposal has planned for a single cutover of its core products with at target date of December 1, 2020. If resources are desired at multiple communications centers or locations, or if it is determined that separate cutovers are preferable, these schedule revisions will be addressed via the change control provisions.

Motorola Solutions Responsibilities:

1. Facilitate meetings with Customer staff to develop and document the Cutover Plan.
2. Facilitate the Support Engagement Meeting between the Customer and the Support Organization.
3. Execute the Go-Live Cutover Plan.
4. Provide on-site resources as specified in the Cutover Plan to support user operations and address questions. Unless otherwise agreed to, CAD includes 24-hour support at one location for up to three (3) days and Records includes 24-hour support for the first two days and up to 8 hours per day for the next 3 consecutive days. (Support commences upon cutover to the respective system.)

City Responsibilities:

1. Coordinate the participation of Customer technical and operational staff in cutover planning and development and documentation of the Cutover Plan.
2. Schedule and coordinate end user participation in the live operations cutover.
3. Perform and support the production cutover activities defined in the Cutover Plan.
4. Inform Customer staff about the Customer Support Plan and the process to contact Customer Support.

Motorola Solutions Deliverable

Title
Completion of Cutover

3.1.17 30-Day Reliability Period

A 30-Day Reliability Test period for each primary system component (defined as CAD/Mobile, Records/Records Mobile, and Jail) will be supported. During this testing period, which commences at Go Live of the relevant primary system component, the system will perform without any Severity Level 1 errors. This test period is not attended by Motorola Solutions' resources but they will be available to respond to error conditions, if/as required.

If one primary subsystem (defined as CAD/Mobile, Records/Records Mobile, and Jail) goes live before the other, the Reliability Test period will start upon the later cutover. During this testing period, the system will perform in conformance with the Functional System Descriptions (FSD), based on the Customer's provisioning methodology. This test period is not attended by Motorola resources but they will be available to respond to error conditions, if/as required.

If all of the interfaces are not available for cutover, Motorola will continue to deploy and test the remaining interfaces during the reliability period and after, as needed, until all are complete according to the criteria in each ISD. Completion of interfaces not designated as Priority 1 will not affect the progress or completion of the Reliability Period.

During the reliability test period, the system will be available without interruption by a Severity Level 1 Error. If the system becomes unavailable due to a Severity Level 1, the test will be stopped and upon correction of the error, the test period will be restarted.

During the Reliability Period, the Customer shall maintain a log of system problems or desired changes and work with Motorola in correcting such problems according to the terms of the Maintenance and Support Agreement. The Customer shall immediately notify Motorola by telephone if the system becomes unavailable. Upon successful completion of the 30-day reliability test period Motorola and the Customer shall certify that the system reliability test period has been completed.

Upon successful completion of the 30-day Reliability Period, Motorola Solutions and the Customer shall certify that the System Reliability Test period has been completed.

3.1.18 Documentation

As part of project completion, Motorola Solutions will validate that the City has been provided with electronic copies of as-built system documentation, configuration documentation, and other information necessary to maintain the system, including:

- Standard user documentation
- Configuration documentation
- Interface Specification Documents
- Standard system administration manuals
- Database setup and maintenance
- As-Built system design documentation

As built system documentation is also archived with the System Support Center along with customer information and access procedures to ensure efficient response and resolution of any reported system issues.

3.1.19 Project Closure – Transition to Support

Following Cutover, the reliability test period(s), and successful testing of any remaining interfaces, the project is complete. Motorola Solutions and City acknowledge the completion milestone and the implementation project is formally closed.

The system will transition to the support phase of the contract per the terms and conditions of the Maintenance and Support Agreement.

SECTION 4

TRAINING PLAN

4.1 COURSE LISTING

The following matrix delineates the classes that have been proposed for the PremierOne product line. The matrix includes the number of classes per course type, the maximum number of participants per class and the location of each of the classes. Additional class modules may be obtained by the Customer for an additional fee.

Motorola Solutions offers in-person, remote, and Learning Management System ("LMS") training. Computer-based LMS training is available on demand during the deployment process and for 30 days after live cut. Continued availability of the training module is based on the LMS training package included in the proposal.

- LMS-P – students must complete LMS *prerequisites* before attending in-person training
- LMS-C – these training *classes* are entirely conducted via LMS on demand with no in-person training component
- LMS-R – this training offers *refresher* components that can be taken on demand after the in-person training is completed.
- Customer – in-person training conducted at the Customer site with an instructor onsite
- Remote – scheduled in-person training conducted with a remote instructor

Table 4-1 - Training Course Listing

Course Module	Maximum No. Attendees Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
PremierOne CAD/Mobile Client Installation	4	1	4	Customer	8
PremierOne CAD/Mobile Client Installation	N/A	N/A	N//A	LMS-C	4
PremierOne CAD/Mobile Provisioning Training	6	1	6	Customer LMS-R	40
Importing GIS Data into PremierOne	4	1	4	Customer	24
PremierOne Computer Aided Dispatch Train-the-Trainer	12	1	12	LMS-P Customer	32
PremierOne Mobile Train-the-Trainer for Law Agencies	12	1	12	Customer	8
PremierOne Mobile Train-the-Trainer for Law Agencies	N/A	N/A	N/A	LMS-C	8

Course Module	Maximum No. Attendees Per Class	Number of Classes Included	Total Users Trained	Method of Instruction	Not To Exceed (hours) per Class
PremierOne Mobile End User Training for Law Agencies	N/A	N/A	N/A	LMS-C	8
PremierOne CAD/Mobile/Records System Administrator	4	1	4	LMS-P Customer	24
SSRS Report Builder Training in PremierOne for CAD/Mobile	6	1	6	LMS-P Customer LMS-R	24
Intelligent Data Discovery in PremierOne CAD	6	1	6	LMS-P Customer	16
PremierOne Records Provisioning Training	6	1	6	LMS-P Customer	40
PremierOne Records Train-the-Trainer	12	1	12	LSM-P Customer	32
PremierOne Records Advanced Configuration Tool (ACT) Training	4	1	4	Customer	40
SSRS Report Builder Training in PremierOne for Records	6	1	6	LMS-P Customer LMS-R	24
Intelligent Data Discovery in PremierOne Records	4	1	4	LSM-P Customer	24
Jail Project Team Training	8	1	8	Customer	16
Jail System Administration Training	8	1	8	Customer	24
Jail Administration Training	8	1	8	Customer	24
Jail Train-the-Trainer Training	12	1	12	Customer	24
Jail Reports Training	8	1	8	Customer	8

4.2 TRAINING OVERVIEW

Motorola considers training to be an extremely important aspect of the system installation and requires working closely with the Customer. Motorola utilizes a Learning Management System for both online and on site training. The Learning Management System will be demonstrated during the project kick-off. Shortly after kick off the Customer will designate a Customer Training Representative. This individual will be the contact for the Learning Management System and Motorola trainers. Access to the Learning Management System will be provided to each Customer PremierOne User. The Customer Training Representative will provide Motorola user names and email addresses so access to the LMS can be completed. The Customer Training Representative should be familiar with the Customer's daily operations and must attend (or designate a replacement) each Motorola educational course. Motorola trainers will rely on this representative to be the one

point of contact for Motorola staff when policy and procedural questions arise, act as course facilitator, and act as the Customer's educational monitor. The Customer will also identify the personnel who will serve as trainers. These individuals must participate in all the Train-the-Trainer courses. In addition to the skills described below, the Customer's trainers must have prior experience as a classroom instructor and a thorough understanding of the Customer's operations. Other courses will require participants from different areas of the Customer's operations as shown in the individual course descriptions, detailed in Motorola training course descriptions.

4.2.1 System Administrator

The Customer will appoint a key individual to act as the System Administrator. This individual will be responsible for reporting/verifying problems, completing and maintaining application configuration, and performing system administrative duties such as system back-ups, archives, etc. The designated individual should be proficient in Windows and possess database administration and PC and System knowledge. Motorola strongly recommends that the system administrator(s) be proficient in the prerequisites defined in the document.

The Customer is responsible for ensuring that its system administrators are proficient in the prerequisite technologies. These technologies are embedded in the Motorola applications; however, training in these technologies will not be provided by Motorola.

Microsoft Technologies

- Windows Administration
- SQL Server 2017
- SQL Server Reporting Services
- System Center 2016 (SCOM)

4.2.2 Training Facilities and Schedules

The Customer shall provide facilities for training courses which are alcohol and smoke-free. Both the classroom and workshop classes will require a projector that can be connected to a PremierOne System workstation, white-board for instructor's use and shall accommodate student note taking. The workshop format also requires multi-monitor student workstations. Students and instructors will dedicate class time to training and will not be subject to interruptions. At least two days prior to each onsite training course, the instructor shall have access to the training facility and all workstations for setup and workstation configuration. All training will be held at the Customer's site or online utilizing the Learning Management System; at least two weeks prior to onsite training courses, the customer must supply Motorola with a roster of course attendees and they will be provided access to Pre-Requisite training that must be completed prior to the onsite training course start date. Motorola and the Customer shall mutually agree to training schedules to accommodate the Customer's shift operations and other site-specific requirements. Evening courses will end by 11:00 p.m. Weekends and Holidays will not be used as training days.

4.2.2.1 Training Methods and Procedures

Motorola offers onsite training and online training both coordinated with the Software Enterprise learning management system. Types of training courses include:

- Administrative workshops; focused on providing specialized users with in-depth knowledge on the features, operational, and administrative functions of the system.

- Train-the-Trainer; instructor-led classroom training that provides key individuals with extensive hands-on use of the system utilizing true-to-life incident scenarios so they can develop and provide training to new users.
- End User Training; Instructor-led classroom training that provides users with instruction on subject matter relevant to their respective role in using and or supporting the PremierOne System. In addition to facilitated discussion, End User training consist workshop elements where needed, to provide hands on demonstration of the material being presented.
- Instructor Led online training using the Learning Management System.
- Online "Anytime" training using the Learning Management System.

Students have should a typing proficiency of 25 wpm, knowledge of PCs and Microsoft Windows, and have completed course prerequisites as listed in the course descriptions prior to the classroom training.

Designated Motorola Application Specialists will provide application instruction using several techniques and materials.

- Instructor Lesson Plan: The instructor's tool for planning the detailed course content on a module-by-module basis.
- Training Course Agenda: The student handout that outlines the course sequence of events including duration, and course modules.
- Worksheets, Job-Aids, Quizzes, retention instructional activities.
- Training Course Objectives: The instructor's predefined course objectives. These are provided for Train-the-Trainer classes only.
- Evaluations: On the final day of a training class, the students will be asked to complete an Instructor Evaluation form. They are optional forms and anonymity is acceptable.
- Certificates of Attendance: Students completing the onsite and online classes will receive Certificates of Attendance.
- Attendance Rosters: Customers will provide to the Motorola instructor a roster listing the names of training participants ten (10) days prior to the start of the course. Instructors will complete Attendance Rosters of actual participants for each day of training
- Prerequisite training for onsite courses using the Learning Management System to provide base knowledge for al students prior to the start of on the onsite class.
- Motorola PremierOne User Documentation: An electronic copy of the applicable Motorola Reference Manuals and documentation will be provided prior to training. The Customer is responsible for duplicating and delivering manuals to participating students prior to class commencement.

4.2.3 Training Subsystem

PremierOne has a fully functional training environment that will enable the Customer's trainers to provide on-going training. This training subsystem allows training to continue without interruption of the real time operations. Use of the training subsystem is covered in the Train-the-Trainer classes.

4.2.4 Session Attendance

Motorola is committed to providing a quality training experience and desires that the Customer receives the maximum benefit from each onsite training session. Each training session has been sized to provide the optimal training environment that meets the needs of the students in relation to the complexity of the material being presented. Given the nature of the material being presented and the intensity of the training, it is imperative that maximum course numbers not be exceeded. In the event the number of students in attendance exceeds the published maximum number of students and the list of participants identified on the training roster, Motorola will take corrective action, ensuring the integrity of the session is maintained and the student's ability to learn is protected. Motorola corrective action may include:

- Delaying the start of training until the number of students in attendance is in line with the maximum number of students allowed for the session.
- Splitting the class into multiple sessions. In such a case, the Customer will be charged for multiple occurrences of the class plus additional expenses, including travel related expenses, incurred by Motorola Solutions.
- Delaying the classroom training until the Prerequisite training has been completed in the LMS by each learner.

4.2.5 Learning Management System (LMS) Requirements

The LMS is accessed via internet browser. Accounts to access the LMS are created for each learner using their Email address. All learners accessing LMS content must have an account in the LMS. A learner will need to have access to the internet via workstation, laptop, tablet or smartphone to access learning. Audio accompanies visual display; speakers or headsets for listening are recommended. Course assessment evaluations are also accessed via the LMS. Access to these evaluations in the classroom is suggested.

4.3 COURSE DESCRIPTIONS

The following tables provide detailed descriptions of training courses that will be provided as part of the system at the location indicated.

Table 4-2 - PremierOne CAD/Mobile Client Installation (Customer)

Goal:	Provide selected personnel with sufficient knowledge to install PremierOne CAD and/or Mobile client software on workstations. Includes prerequisite third-party software. If the customer desires, an imaging solution can be presented.
Course Materials:	Course Outline
Location:	Customer's facility
Duration:	- 8 hours of training - Contract may include time for Motorola to install on a maximum of 5 workstations for CAD and 5 for Mobile
Participants:	IT staff who are responsible for installing workstation software
Class Size:	Maximum of eight (8) students
Prerequisite:	Knowledge of Microsoft operating systems and basic software installation practices
Instructor:	Motorola Solutions Application Specialist
Environment Setup:	- Each workstation should have a network connection to the PremierOne servers. - Each workstation should meet the specifications of the appropriate set of Release Notes. - Each workstations should have an operating system installed that is supported by PremierOne (as detailed in the Release Notes)

Table 4-3 - PremierOne CAD/Mobile Client Installation (LMS)

Goal:	Provide selected personnel with sufficient knowledge to install PremierOne CAD and/or Mobile client software on workstations. Includes prerequisite third-party software. If the customer desires, an imaging solution can be presented.
Course Materials:	LMS-C
Location:	On Demand
Duration:	Approximately 1 hour of online training material
Participants:	IT staff who are responsible for installing workstation software
Class Size:	N/A
Prerequisite:	Knowledge of Microsoft operating systems and basic software installation practices
Instructor:	LMS
Environment Setup:	Each workstation or device must have an internet connection to the LMS system

Table 4-4. PremierOne CAD/Mobile Provisioning Training

Goal:	Provide detailed instruction on Mobile and Computer Aided Dispatch (CAD) provisioning data files.
Course Materials:	- PremierOne CAD/Mobile Provisioning Guide - Course Outline
Location:	Customer's facility
Duration:	- 40 hours over five consecutive days onsite - Approximately 8 hours online prerequisite training
Participants:	Those responsible for making the decisions on configuration options and have participated in the business process review.
Class Size:	Maximum of six (6) students
Prerequisite:	- LMS Prerequisite training courses - Knowledge of current Mobile and CAD application and configuration and agency SOPs. - Microsoft and ESRI proficiency as defined in the Prerequisites Section.
Instructor:	Motorola Solutions Application Specialist
Environment Setup:	- One (1) workstation for each participant - Each workstation or device used for LMS prerequisites must have an internet connection - CAD workstation for each participant with network connection to the PremierOne servers - Instructor's workstation(s) - Projector - White board (if possible) - Microsoft Excel should be installed on at least one training workstation

Table 4-5. Managing GIS Data with PremierOne Import Tool

Goal:	This course offers the skills and practice necessary to use the PremierOne Import tool and create the required databases and mxd docs for CAD and Mobile. The module covers the use of the import tool to build the required file and SDE Geodatabases for the PremierOne CAD system.
Location:	Customer's facilities
Format:	Combined classroom and workshop
Course Materials:	PremierOne GIS System Administrator Training Guide
Duration:	Up to 24 hours over 3 continuous days
Participants:	GIS personnel and GIS System Administrator(s)
Class Size:	Maximum of 4 students
Prerequisite:	- Computer knowledge and PC skills including DOS and Microsoft Windows, and basic PC functionality. - Completion of Windows tutorials or equivalent training. - Basic understanding of geographical data and proficient in the use of ArcGIS. - The Motorola GIS Mapping Application Specialist will require an onsite day of prep to ensure a working SDE connection to the PremierOne server from the machine the GIS import tools are installed on.
Instructor:	Motorola GIS Mapping Application Specialist

Table 4-6. PremierOne Computer Aided Dispatch Train-the-Trainer

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	- CAD User Guide - CAD Online Help (accessible through the CAD Client) - Course Outline - LMS refresher training courses
Location:	Customer's facility
Duration:	Up to 32 hours over four consecutive business days onsite Approximately 8 hours of online prerequisite material
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current CAD application and customer operations. LMS Prerequisite training courses. - PremierOne CAD Overview - PremierOne CAD/Logging in - PremierOne CAD/Logging Out - PremierOne CAD/Info Panel - PremierOne CAD/Dynamic Help - PremierOne CAD/Function Keys - PremierOne CAD/Keyboard Shortcuts - PremierOne CAD/Command Line Syntax/Punctuation - PremierOne CAD/Clearing the Work Area - PremierOne CAD/Location Verification
Instructor:	Motorola Solutions Application Specialist
Environment Setup:	- Each workstation or device used for LMS prerequisites must have an internet connection - CAD workstation for each participant with network connection to the PremierOne servers - Instructor's workstation(s) with network connection - Projector - White board (if possible)
NOTE:	Allow two weeks from the end of train-the-trainer to the beginning of end user training to allow customer to build site-specific documentation and outline for end user classes. The Motorola Solutions Application Specialist will be available for remote consultation in producing documentation and outline.

Table 4-7. PremierOne Mobile Train-the-Trainer (Customer)

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	- PremierOne Mobile User Guide - Course Outline
Location:	Customer's facility
Duration:	Up to 8 hours in a single business day
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	Knowledge of current Mobile application and customer operations.
Instructor:	Motorola Solutions Application Specialist
Environment Setup:	- A workstation or device for each participant with network connection - Instructor's workstation(s) with network connection - Projector - White board (if possible)

Table 4-8. PremierOne Mobile Train-the-Trainer (LMS-C)

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	PremierOne Mobile User Guide **Mobile End User Courses** (Access to courses for functionality not being utilized can be restricted if requested.) - PremierOne Mobile/Overview and Navigation - PremierOne Mobile/Logging In - PremierOne Mobile Logging Off - PremierOne Mobile/Status Monitors - PremierOne Mobile/Monitored Areas/Agencies - PremierOne Mobile/Viewing and Updating Incidents - PremierOne Mobile/Traffic Stops - PremierOne Mobile/Unit Status - PremierOne Mobile/Closing an Incident - PremierOne Mobile/Incident Searches - PremierOne Mobile/Syncing Mobile - PremierOne Mobile/Field Initiated Incidents - PremierOne Mobile/Incident Recall - PremierOne Mobile/Follow Me Settings - PremierOne Mobile/Incident Persons and Vehicles - PremierOne Mobile/Premise Hazards - PremierOne Mobile/Self Dispatching - PremierOne Mobile/Queries - PremierOne Mobile/Editing Capabilities and Skills - PremierOne Mobile/Error Reports - PremierOne Mobile/Assigning Report Number(s) - PremierOne Mobile/Contractors - PremierOne Mobile/Stacked Incidents - PremierOne Mobile/Mapping - PremierOne Mobile/Lock and Unlocking Session - PremierOne Mobile/Switch Users - PremierOne Mobile/Change Roles - PremierOne Mobile/Incident Attachments - PremierOne Mobile/Messaging - PremierOne Mobile/Command Line - PremierOne Mobile/Mobile Speech
Location:	On Demand
Duration:	Approximately 4 hours of online prerequisite training material
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	N/A
Prerequisite:	Knowledge of current Mobile application and customer operations.
Instructor:	LMS-C
Environment Setup:	Each workstation or device used for LMS courses must have an internet connection

Table 4-9. PremierOne System Administrator Training

Goal:	Provides practical techniques for system administration and maintenance of the CAD and/or Mobile components of the PremierOne system.
Course Materials:	- PremierOne System Administration Guide - Course Outline
Location:	Customer's facility
Duration:	Up to 24 hours over three consecutive business days
Participants:	System Administrators - personnel responsible for the day-to-day management of the system.
Class Size:	Maximum of four (4) students
Prerequisite:	- LMS pre-class testing to determine if the student has the appropriate skill levels - LMS prerequisite training courses - Knowledge of customer site network, IT policies and operations. - Microsoft proficiency as defined in the Prerequisites Section.
Instructor:	Motorola Solutions Application Specialist
Environment Setup:	- Each workstation or device used for LMS prerequisites must have an internet connection - Instructor's workstation(s) with network connection to the PremierOne servers - Projector - White board (if possible)

Table 4-10. SSRS Report Builder Training in PremierOne CAD/Mobile

Goal:	Provide selected personnel with knowledge on how to create custom reports against the PremierOne Reporting Data Warehouse using Microsoft's SQL Server Reporting Service (SSRS) software.
Course Materials:	- SSRS Training Guide - LMS refresher training courses
Location:	Customer's facility
Duration:	Up to 24 hours over three consecutive business days
Participants:	Personnel who will create custom reports
Class Size:	Maximum of six (6) students
Prerequisite:	- Class participants must have some knowledge/experience of creating "on demand" reports - Class participants should have experience working with relational database structures as well as writing and understanding transact SQL code. - LMS Prerequisite training courses
Instructor:	Motorola SSRS and Reports specialist
Environment Setup:	- Microsoft SQL Server Reporting Services is installed, configured, and working - CAD TTT or End User Training courses have already been conducted - Data pre-exists in the Reporting Data Warehouse (data is typically propagated during the TTT course) - All training workstations are installed with Microsoft IE browser, as Motorola has found some features do not work properly when using other browsers and training is conducted using IE only. - Instructor's workstation(s) with network connection - Projector - White board (if possible)

Table 4-11. Intelligent Data Discovery (IDD) Training in PremierOne CAD

Goal:	Provide selected personnel with knowledge to create Business Intelligence dashboards in PremierOne using SQL Server Reporting Services tools (SSRS).
Course Materials:	Reporting and Analytics Intelligent Data Discovery Training Guide
Location:	Customer's facility
Duration:	Up to 16 hours over two consecutive business days.
Participants:	Personnel who will be responsible for building Business Intelligence Dashboards and reports used for statistical analysis.
Class Size:	Maximum of six(6) students
Prerequisite:	- Participation in "SSRS Reporting Training for PremierOne Records". - Experience in creating Reports using Microsoft SQL Server Reporting Services. - Familiarity with T-SQL statements for querying data within a SQL Server database - Completion of LMS Refresher training courses for SSRS Report Builder Training
Instructor:	Motorola SSRS specialist
Environment Setup:	- Microsoft SQL Server Reporting Services is installed, configured, and working. - Workstations installed with Microsoft IE browser (training is conducted using IE only, as some features do not work properly when using other browsers). - All Training workstations are installed with SQL Server Management Studio. - Existing data in the Reporting Data Warehouse (data is typically propagated during the TTT course) - Instructor's workstation(s) with network connection - Projector - White board (if possible)

Table 4-12. PremierOne Records Provisioning Training

Goal:	Provide selected personnel with sufficient knowledge to configure PremierOne Records to meet the agency's needs, including security, agency code tables, personnel, and other administrator items
Course Materials:	- PremierOne Records Provisioning Guide - Course Outline
Location:	Customer's facility
Duration:	Up to 40 hours over five consecutive business days
Participants:	Administrators who are responsible for configuring agency information
Class Size:	Maximum of six (6) students
Prerequisite:	- Knowledge of current business practices - LMS Prerequisite training courses
Instructor:	Motorola Solutions Application Specialist
Environment Setup:	- Each workstation or device used for LMS prerequisites must have an internet connection - Records workstation for each participant with network connection to the PremierOne servers - Instructor's workstation(s) with network connection - Projector - White board (if possible)
NOTE:	- Allow at least four weeks from the end of provisioning training to perform the necessary work prior to the PremierOne Records Train-the-Trainer classes - This course can be broken down into modules based on which personnel need to be in attendance. There will also be working sessions to aid the Agency with proper provisioning

-Table 4-13. PremierOne Records Train-the-Trainer

Goal:	Provide selected personnel with sufficient knowledge to support a comprehensive end user training program.
Course Materials:	- PremierOne Users Guide - Course Outline
Location:	Customer's facility
Duration:	Up to 40 hours over five consecutive business days
Participants:	Instructors who are responsible for the in house training of employees and for ongoing user training.
Class Size:	Maximum of twelve (12) students
Prerequisite:	- Knowledge of current FBR application and customer operations - LMS Prerequisite training courses
Instructor:	Motorola Solutions Application Specialist
Environment Setup:	- Each workstation or device used for LMS prerequisites must have an internet connection - Records workstation for each participant with network connection to the PremierOne servers - Instructor's workstation(s) with network connection - Projector - White board (if possible)
NOTE:	Allow two weeks from the end of train-the-trainer to the beginning of end user training to allow customer to build site-specific documentation and outline for end user classes. The Motorola Solutions Application Specialist will be available for remote consultation in producing documentation and outline.

Table 4-14. PremierOne Records Advanced Configuration Tool (ACT) Training

Goal:	To learn to make user interface (UI) modifications in PremierOne Records using the Advanced Configuration Tool (ACT). ACT is a development tool provided for the Customer's use to make changes to forms, printouts, and navigation. The class will provide guidelines for the allowable changes.
Course Materials:	- PremierOne Records Advanced Configuration Guide - Course Outline
Location:	Customer's facility
Duration:	40 hours
Participants:	Personnel responsible for system configuration
Class Size:	Maximum of four (4) students
Prerequisite:	Knowledge of current Records application and customer operations. Participants should have a working knowledge of computer systems. Database knowledge is preferable.
Instructor:	Motorola Solutions Application Specialist or Solutions Architect
Environment Setup:	- A workstation for each participant with network connection - Instructor's workstation(s) with network connection - Projector - White board (if possible)
NOTE:	This training will include hands on work with the on-site trainer to help configure the application. Not all configuration may be accomplished during class, so please allow additional time after the end of training in order to configure the application further. This class is not an extension of the PremierOne Records Provisioning class, and requires an advanced level of expertise.

Table 4-15. Intelligent Data Discovery (IDD) Training in PremierOne Records

Goal:	Provide selected personnel with knowledge to create Business Intelligence dashboards and analytical reports in PremierOne using SSRS.
Course Materials:	Reporting and Analytics Intelligent Data Discovery Training Guide for Records
Location:	Customer's facility
Duration:	Up to 16 hours over two consecutive business days.
Participants:	Personnel who will create Business Intelligence Dashboards or reports used for statistical analysis
Class Size:	Maximum of six (6) students
Prerequisite:	- Participation in "SSRS Reporting Training for PremierOne Records". - Completion of LMS Refresher training courses for SSRS. - Experience in creating Reports using Microsoft SQL Server Reporting Services. - Familiarity with T-SQL statements for querying data within a SQL Server database.
Instructor:	Motorola SSRS specialist
Environment Setup:	- Microsoft SQL Server Reporting Services is installed, configured, and working - All training workstations are installed with Microsoft IE browser, as Motorola has found some features do not work properly when using other browsers and training is conducted using IE only. - All Training workstations are installed with SQL Server Management Studio. - Data pre-exist in the Reporting Data Warehouse (data is typically propagated during the TTT course) - Instructor's workstation(s) with network connection - Projector - White board (if possible)

Table 4-16. SSRS Report Builder Training in PremierOne Records

Goal:	Provide selected personnel with knowledge on how to create ad hoc reports against the PremierOne DHStoreAnalysis using Microsoft's SQL Server Reporting Service (SSRS) software. Also provides training on the use of Visual Studio 2008 software to generate module reports within PremierOne Records.
Course Materials:	- SSRS Training Guide - Course Outline
Location:	Customer's facility
Duration:	Up to 24 hours over three consecutive business days
Participants:	Personnel who will create ad hoc reports
Class Size:	Maximum of six (6) students
Prerequisite:	- Some knowledge of creating ad hoc reports - A full version of Visual Studio 2008 should be installed that includes Visual C# templates. - Records TTT or End User Training courses have already been conducted - Data pre-exist in the Reporting Data Warehouse (data is typically propagated during the TTT course) - Class participants must have some knowledge/experience of creating "on demand" reports. - Class participants should have experience working with relational database structures and writing and understanding transact SQL code.
Instructor:	Motorola SSRS and Reports specialist
Environment Setup:	- Microsoft SQL Server Reporting Services is installed, configured, and working - A workstation for each participant with network connection to the PremierOne Records Reports Data Warehouse - Instructor's workstation(s) with network connection - Projector - White board (if possible)

Table 4-17. Jail Project Team Training

Goal:	Provide selected personnel with an in depth overview of the licensed Jail modules and discus the setup options within the software.
Course Materials:	Project Team Training
Location:	Customer's facility
Duration:	Up to 16 hours over two (2) continuous days
Participants:	Project Team members, including Jail Administration with decision makers on how Jail will be setup and utilized
Class Size:	Maximum of eight (8) students
Prerequisite:	No pre-requisite training required.
Instructor:	Motorola Solutions Flex Jail Trainer
Environment Setup:	Each participant should have a workstation with a network connection to the Jail server(s) and have client software installed and configured.

Table 4-18. Jail System Administration Training

Goal:	Participants will receive instruction on entering users, groups, system privileges, etc.
Course Materials:	System Administration
Location:	Customer's facility
Duration:	Up to 24 hours over three (3) continuous days
Participants:	Project Team Members and Jail System Administrators
Class Size:	Maximum of four (4) students
Prerequisite:	Project Team Training
Instructor:	Motorola Solutions Flex Jail Trainer
Environment Setup:	Each participant should have a workstation with a network connection to the Jail server(s) and have client software installed and configured.

Table 4-19. Jail Administration Training

Goal:	Participants will receive instruction on setting up code tables and settings within the Jail software: housing locations, Jail code tables and settings.
Course Materials:	Flex Jail Administration
Location:	Customer's facility
Duration:	Up to 24 hours over three (3) continuous days
Participants:	Project Team Members and Jail System Administrators
Class Size:	Maximum of four (4) students
Prerequisite:	Project Team Training & System Administration
Instructor:	Motorola Solutions Flex Jail Trainer
Environment Setup:	Each participant should have a workstation with a network connection to the Jail server(s) and have client software installed and configured.

Table 4-20. Jail Train-the-Trainer Training

Goal:	Participants will receive instruction on all functions of the licensed Jail modules
Course Materials:	End User Guides
Location:	Customer's facility
Duration:	Up to three days with smaller sessions broken out based on user roles.
Participants:	Jail Employees
Class Size:	Maximum of sixteen (16) students
Prerequisite:	Jail LMS Introductory Courses
Instructor:	Motorola Solutions Application Specialist
Environment Setup:	It is preferred that each participant have a workstation with a network connection to the Jail server(s) and have client software installed and configured. However, up to two participants may share one workstation.

Table 4-21. Jail Reports Training

Goal:	Participants will receive an overview of the Jail data model and how Crystal Reports can be used to create reports.
Location:	Customer's facility
Duration:	Up to eight (8) hours in one day.
Participants:	Jail Administrators
Class Size:	Maximum of eight (8) students
Prerequisite:	Jail LMS Introductory Courses
Instructor:	Motorola Solutions Flex Jail Trainer
Environment Setup:	It is preferred that each participant have a workstation with a network connection to the Jail server(s) and have client software installed and configured. However, up to two participants may share one workstation.

SECTION 5

PREMIERONE GIS REQUIREMENTS

5.1 OVERVIEW

This document contains information regarding Motorola PremierOne GIS data requirements.

A Geographic Information System (GIS) is a system used to collect, manage, analyze, and display geographic data. This document is intended for use by personnel who are responsible for administering the GIS components of the PremierOne suite. System administration requires an understanding of both current agency system administration rules and procedures and how PremierOne functions. For more information about specific applications, see the *PremierOne CAD User Guide,* the *PremierOne Mobile User Guide*, and the *PremierOne Provisioning Guide.*

5.2 PREMIERONE SERVICES GEODATABASE

A "Geodatabase" is the common data storage and management framework for ArcGIS. Among other things, it provides the ability to define table columns that use a spatial, or geometric, data type. Database tables used to implement the Geodatabase are stored in an underlying RDBMS, such as Microsoft SQL Server. Geodatabase tables that contain a spatial data type are called "Feature Classes". Feature Classes with the same spatial reference can be logically grouped within a "folder"-like entity called a "Feature Dataset". The PremierOne Data Import Tools import the customer' GIS data into an SQL Server environment. The schema of the PremierOne Geodatabase has been designed to provide optimal performance of the GIS services required by PremierOne.

5.3 GIS DATA REQUIREMENTS AND RECOMMENDATIONS

This document will describe the data values that must be available in any feature class that will be imported into PremierOne. The names of the source feature classes and their fields do not need to follow any standard. The data import tools will prompt the user to specify the source field name associated with a logical value, such as "street name" or "city".

There are two categories of GIS data utilized by PremierOne:

- **Services data** – Data imported from the customer's GIS source for access by PremierOne's application services. This data is in a schema that is optimized for PremierOne's address verification, geocoding, routing, and jurisdiction determination services. Because this data is in a specialized schema, it is not intended to be displayed on a map for visualization by dispatch or mobile users.
- **Map data** – Data that is displayed as geographic features on a map. As such, a map data source must contain a spatial attribute. Map data sources are copied into the PremierOne database using a customer-defined schema and are used as data sources for layers in a map document (.mxd). In addition to the spatial attribute, map data sources typically contain text/numeric attributes, such as feature names and other information of operational value.

It is expected that PremierOne customers already maintain GIS data in ArcGIS. A customer's GIS data may represent data that is used for a variety of municipal purposes such as growth planning, zoning, utilities, public safety, et cetera.

5.4 GIS DATA SUPPORTED BY PREMIERONE SERVICES

The following GIS feature types that can be utilized by PremierOne are:

- Street Centerlines
- Address Points
- Common Places
- Response Boundaries
- Reporting District Boundaries
- Contractor Boundaries
- Map Book Page Boundaries
- Premise Hazard Areas

The following is a high level description of the required data used for PremierOne and the optional data that is not required but may be included by the customer. An in depth discussion of data structure and formats is covered during the Customer Kickoff meeting.

5.4.1 Street Centerline

The **Street Centerline** data source **must** contain at a minimum the following data (Table 5-1):

Table 5-1. Street Centerline Minimum Data:

Field	Required	Data Type	Description
Left Low House	Yes	String(25)	Field contains the starting house number on the left side of the street. A house number may be numeric or in a supported alphanumeric or hyphenated format
Left High House	Yes	String(25)	Field contains the ending house number on the left side of the street. A house number may be numeric or in a supported alphanumeric or hyphenated format
Right Low House	Yes	String(25)	Field contains the starting house number on the right side of the street. A house number may be numeric or in a supported alphanumeric or hyphenated format
Right High House	Yes	String(25)	Field contains the ending house number on the right side of the street. A house number may be numeric or in a supported alphanumeric or hyphenated format
Street Name Part Fields	Yes	String(100)	A list, in order, of the fields in the source Feature Class that make up the street name. This may include parsed fields containing the prefixes, suffixes, and name or the street name may be stored entirely in a single concatenated field.
Left CITY	Yes	String(150)	City Name. ** *Postal City Name is required for PremierOne Records*
Right CITY	Yes	String(150)	City Name. ** *Postal City Name is required for PremierOne Records*
Left Zip Code	Yes	String(20)	Postal Zip Code *Required for PremierOne Records*

Field	Required	Data Type	Description
Right Zip Code	Yes	String(20)	Postal Zip Code *Required for PremierOne Records*
Cost (Time)	Yes	Double	There must be a field in the source street centerline feature class that represents the average time required to traverse the segment. There may be separate values for the left and right side of the street segment if necessary. A formula to determine the travel cost: Minutes: (length of segment in feet x .0114) / speed (mph) or Seconds: (length of segment in feet x .682) / speed (mph)
State	Yes	String(50)	The State/Province in which the street exists. *Required for PremierOne Records*

The following table (Table 5-2) exhibits the additional data fields that are not required but may be used with PremierOne:

Table 5-2. Additional Data Fields

Field	Required	Data Type	Description
Left Subdivision	No	String(150)	The name associated with a small area (neighborhood, business park, etc) within a city on the left side of the street.
Right Subdivision	No	String(150)	The name associated with a small area (neighborhood, business park, etc) within a city on the right side of the street.
Description	No	String(100)	The field in the source Feature Class containing a free-text description of the street segment. This can be used to differentiate street segment features with similar names and address ranges.
Low Cross Street Override	No	String(100)	PremierOne automatically generates the cross streets based on the street centerline file during the import process. If a different low cross street is desired it must be entered in this field to override the automatic assignment.
High Cross Street Override	No	String(100)	PremierOne automatically generates the cross streets based on the street centerline file during the import process. If a different high cross street is desired it must be entered in this field to override the automatic assignment.
Cross Street Bypass Field	No	String(2)	Denotes which cross street fields need to be protected – L represents the Low Cross Street Name, H represents the High Cross Street name, and LH represents both the Low and High Cross Street names.
Routing Fields			
FromElevation	No	Long Integer	Specifies the 'elevation' of a segment FROM node. This field does not require actual elevation in terms of real-world measurements. The value is only used to determine whether a turn is allowed from one street to a street that intersects it in a 2-dimensional space.

Field	Required	Data Type	Description
ToElevation	No	Long Integer	Specifies the 'elevation' of a segment TO node. This field does not require actual elevation in terms of real-world measurements. The value is only used to determine whether a turn is allowed from one street to a street that intersects it in a 2-dimensional space.
OneWay	No	Double	Specifies the allowed traffic flow on a street segment with respect to the **FROM** and **TO** nodes. Valid Values are : **FT** that specifies the traffic may only flow in the direction from the FROM node to the TO node. **TF** which specifies the traffic may only travel from the TO node to the FROM node. **NT** which specifies that traffic does not flow on the segment. **NULL** or any other designation defines that traffic may flow in either direction (FROM node to TO node, TO node to FROM node)

5.4.2 Street Name Alias Table

Street Name Aliases are maintained in a separate table. The GIS BA provides a blank Street Name Alias table to the customer. The schema definition for this table is exhibited in the table below (Table 5-3):

Table 5-3. Street Name Aliases Schema Definitions

Field	Data Type	Description
GRID	String (8)	Alpha "grid" part – required for alphanumeric house numbers
LOW_HOUSE	Long integer	The low house numbers for which the alias should be applied. If the alias should be applied to the entire range of the street, simply use 1-999,999,999.
HIGH_HOUSE	Long integer	The high house numbers for which the alias should be applied. If the alias should be applied to the entire range of the street, simply use 1-999,999,999.
REAL_PRE_DIR	String (4)	Prefix Direction of "real" street name
REAL_PRE_TYPE	String (8)	Prefix Street Type of "real" street name.
REAL_STREET_NAME	String (76)	"Real" street name
REAL_SUF_TYPE	String (8)	Street suffix type of "real" street name
REAL_SUF_DIR	String (4)	Street suffix direction of "real" street name
ALIAS_PRE_DIR	String (4)	Prefix direction of "alias" street name
ALIAS_PRE_TYPE	String (8)	Prefix street type of "alias" street name
ALIAS_STREET_NAME	String (76)	"Alias" street name
ALIAS_SUF_TYPE	String (8)	Street type of "alias" street name
ALIAS_SUF_DIR	String	Suffix direction of "alias" street name

Field	Data Type	Description
CITY	String (150)	Name of the city in which the street belongs. Aliases will only be applied to street segments where the street name parts **and** the city name match **exactly**

5.4.3 Street Name Standardization Exceptions Table

The Street Name Standardization Exception table is used to assure that street names that match a predefined directional name are parsed correctly when loaded into the PremierOne data schema. For instance, a street name of **W ST** would be interpreted as a prefix of **W** and street name of **ST** when loaded into the PremierOne data schema.

- Example of predefined directionals are: **S, N, W, E, NW, NE, SW, SE**, etc.

Street Name Standardization Exceptions are maintained in a separate table. The GIS BA provides a blank Street Name Standardization Exceptions table (Table 5-4) to the customer. The schema definition for this table is:

Table 5-4. Street Name Standardization Exceptions

Field	Data Type	Description
Full_Street	String(100)	The entire street name with prefixes and suffixes.
Pre_Dir	String(4)	Prefix Direction.
Pre_Type	String(8)	Prefix Street Type
Street_Name	String(76)	Street Name.
Suf_Type	String(8)	Street Type.
Suf_Dir	String(4)	Suffix Direction

5.4.4 Location Point Layer Requirements

There are two Location Point layers that can be used with PremierOne – **Address Points** and **Common Place Points**.

5.4.4.1 Address Point Feature

Address Points are optional, however if they are used it is Motorola's recommendation that they are used sparingly and only for those locations where house numbers do not follow standard addressing rules (i.e. odd/even addresses on the same side of the street, etc) or where they would provide better geocoding accuracy than interpolating a location using a street centerline feature.

NOTE: the street naming conventions for the address points must match the street naming conventions on the street centerline file and both the city and zip code must match the street centerline data.

The source feature class containing Address Points must contain the following information (Table 5-5):

Table 5-5. Address Points Required Information

Description	Required	Data Type	Description
Address	Yes	String(100)	The main street address (including house number) of the location, not including apartment or building numbers if applicable. The values may exist in the source feature class as a single field, or parsed into two or more separate fields.
CITY	Yes	String(150)	City name. *Postal City Name is required for PremierOne Records* *Data in this field must match the CITY data in the Street Centerline and the Common Place feature classes*
Zip Code	Yes	String(20)	Zip (Postal Code) in any format. *Required for PremierOne Records*
State	Yes	String(50)	Name of State, Province, etc. *Required for PremierOne Records*

The following are additional data fields that are not required but may be used with PremierOne (Table 5-6):

Table 5-6. Additional Non-Required Data Fields

Description	Required	Data Type	Description
SUBHOUSE	No	String(18)	Used to store supplemental address information, such as a unit, space, or suite number (if applicable).
BUILDING	No	String(20)	Used to store building name or number (if applicable)
Subdivision	No	String(150)	A well-known name associated with a small area (neighborhood, business park, etc) within a city.
Description	No	String(256)	A description can be helpful in situations where locations need to be distinguished from each other, such as in a case where a particular street intersects another street in two distinct places.

5.4.4.2 Common Place Point Feature

It is Motorola's recommendation to use Common Place points for locations commonly referenced by a name instead of an address (i.e. Government Buildings, Churches, Grocery Stores, Malls, Retail Stores, etc). These types of common places have valid addresses but are not often referenced by the caller using the address. In the chart below the **Address** field is noted as **Required = No** however, if there is a known address it should be included with the record for address validation purposes.

There are common places that do not have a valid address. This would include locations that are known by a specific name such as mile markers. Other types are locations that are well known in the community similar to locations like 4 corners, the bronze statue, the Towers, etc, where the address field would be blank.

NOTE: the naming conventions for the street names in the address field must match the naming conventions on the street centerline file, and both the city and zip code must match the street centerline data.

The source feature class containing Common Places must contain the following information (Table 5-7):

Table 5-7. Common Places Required Information

Description	Required	Data Type	Description
Place Name	Yes	String(100)	The name used to refer to the location.
Address	No*	String(100)	The main street address (including house number) of the location, not including apartment or building numbers if applicable. The values may exist in the source feature class as a single field, or parsed into two or more separate fields. **It is recommended that if the location has a valid address that it be included with the record.*
CITY	Yes	String(150)	The name of the city for which the address point belongs.
Zip Code	No	String(20)	Zip (Postal Code) in any format.
State	No	String(50)	Name of State, Province, etc.

The following are additional data fields that are not required but may be used with PremierOne (Table 5-8):

Table 5-8. Non-Required Data Fields

Description	Required	Data Type	Description
Place Type	No	String(25)	A user-defined category for which the location belongs (i.e. SCHOOL, BUSINESS, POLICE STATION, etc)
SUBHOUSE	No	String(18)	Used to store supplemental address information, such as a unit, space, or suite number (if applicable).
BUILDING	No	String(20)	Used to store building name or number (if applicable). If the location represents a store in a mall, the BUILDING value could be used to store the name of the mall. This allows for alternate search methods by Place Name or Building Name.
Subdivision	No	String(150)	A well-known name associated with a small area (neighborhood, business park, etc) within a city.
Description	No	String(256)	A description can be helpful in situations where locations need to be distinguished from each other, such as in a case where a particular street intersects another street in two distinct places.
Place Name Alias	No	String(100)	One or more fields containing place name aliases can be defined.

5.4.4.3 Common Place Alias Table

Common place aliases may reside in the common place feature class or they may be maintained in a separate table. Maintaining alias names in the common place feature class requires one column per alias (i.e. a common place with 3 alias names would require 3 alias fields, a common place with 5 alias names would require 5 alias fields, etc). There is no limit to the number of aliases per record.

Common place alias names may be maintained in the Common Place Alias table (Table 5-9). The GIS BA provides a blank Common Place Alias table to the customer. The schema definition for this table is:

Table 5-9. Common Place Alias Table

Field	Data Type	Description
ALIAS_PLACE_NAME	Text (100)	Alias common place name
REAL_PLACE_NAME	Text (100)	"Real" common place name
REAL_PLACE_ADDRESS	Text (100)	"Real" common place address.
REAL_PLACE_CITY	Text (150)	"Real" common place city identifier

5.4.5 Response Boundaries

Response Boundaries are represented by closed shape polygons in the GIS data. The purpose of creating boundaries, for use in CAD, is to recommend the streets, intersections, and common places to the boundaries they fall within. The polygons will represent the smallest named geographic area used to determine agency and beat-assigned resource responsible for responding to incidents. The boundary layers are user-defined and may include law beats (for agencies requiring law dispatch), fire zones (for agencies requiring fire dispatch), EMS zones (for agencies requiring emergency medical dispatch, etc.

The source feature class(es) containing Response Boundaries must contain the following information (Table 5-10):

Table 5-10. Response Boundaries Required Information

Column	Required	Data Type	Description
NAME	Yes	String(100)	The name of the boundary(beat), such as "BEAT 100", F10, "STATION 5", or "WEST SUBURBS"
AGENCY	Yes	String(25)	The PremierOne Agency ID corresponding to the agency responsible for responding to incidents created within this boundary

5.4.6 Reporting District Boundaries

Reporting District Boundaries are features that are represented geometrically by a polygon (area) which represent the geographic areas used for reporting. Each reporting district boundary feature is specific to a single agency. Motorola Solutions recommends that all reporting district boundaries for a particular agency type (i.e. Law, Fire, Medical, et cetera) be maintained in a single GIS data source.

The source feature class(es) containing Reporting District Boundaries must contain the following information (Table 5-11):

Table 5-11. Reporting District Boundaries Required Information

Column	Required	Data Type	Description
Name	Yes	String(50)	The name of the boundary, such as "A100", NW14, 362, etc...
Agency	Yes	String(25)	The PremierOne Agency ID corresponding to the agency associated with the reporting district.

5.4.7 Contractor Boundaries

Contractor Boundaries are features represented geometrically by a polygon (area). These features represent the geographic areas used to define Contractor rotations. Each Contractor boundary feature is specific to a single agency. Motorola recommends that all Contractor boundaries for a particular contractor type (i.e. Tow, Taxi, Board Up, etc) be maintained in a single GIS data source per agency type. Using Contractor Boundaries is optional.

The source feature class(es) containing Contractor Boundaries must contain the following information (Table 5-12):

Table 5-12. Contractor Boundaries Required Information

Column	Required	Data Type	Description
Name	Yes	String(25)	The name of the boundary, such as "BEAT 100", "STATION 5", or "WEST SUBURBS"
Agency	Yes	String(20)	The Agency ID corresponding to the agency responsible for responding to incidents create within this boundary

5.4.8 Map Book Features

Map Book Page Boundaries are features that are represented geometrically by a polygon (area) which represent the geographic areas defined in a paper map book. Typically, these polygons are square or rectangular depending on the pages of the physical map book. Map Book boundaries are not specific to an agency or agency type.

The source feature class containing Map Book Boundaries may contain the following information (Table 5-13):

Table 5-13. Map Book Boundaries Required Information

Field	Required	Data Type	Description
BOOKNAME	Yes	String(25)	The name of the map book
PAGE NUMBER	No	String(8)	
GRID REFERENCE	Yes	String(8)	The grid name specific to the page (for example, "A1").

5.4.9 Premise Hazard Areas

Premise Hazard Areas are features that are represented geometrically by a polygon (area) which represent geographic areas associated with specific premise/hazard information. The purpose of the Premise Hazard area(s) is to provide the ability to assign the same premise hazard information (i.e. gate code, etc) to multiple addresses within a polygon area instead of provisioning each address within that area manually on CAD. Premise Hazard areas are not specific to an agency.

A premise hazard boundary data source requires the following attributes:

- Premise Hazard Area Layer Name – Unlike the other Data Import Tools, the Premise Hazard Area Import tool does not accept a geodatabase feature class as the input source. Rather, it accepts a layer file which can be exported from a layer item in ArcMap. By using a layer file, the color and transparency properties configured for the map layer can be imported along with the data, allowing the layer display properties to be carried over when the premise hazard areas are displayed on the PremierOne Client maps.
- Area Name – Field containing a short name associated with the Premise Hazard Area

PremierOne also supports an attribute for a Description. This can be used to associate a longer description to describe the premise hazard area than the Area Name value supports.

5.4.10 Map Display

The PremierOne map display uses ArcMap documents (*.mxd files). The ArcMap document should contain all layers used for the PremierOne data upload and may include additional layers not required for dispatching (i.e. parks, fire hydrants, water, railroads, etc). The data for the Map Display is not required for the initial data upload and will be reviewed during the PremierOne Import Tool training class.

SECTION 6

PRELIMINARY PERFORMANCE SCHEDULE

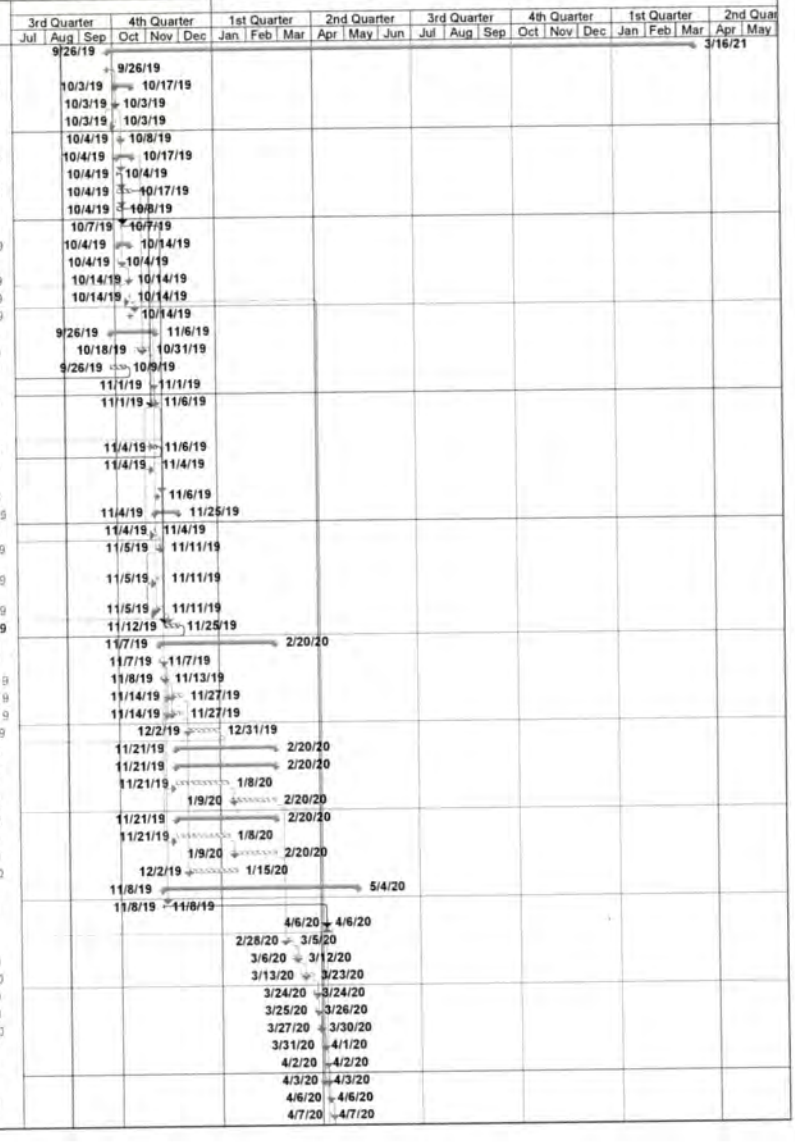
As part of project kickoff activities, the Motorola Project Manager will collaborate with the City Project Manager to develop and finalize a mutually agreeable project schedule which will include the final contracted scope of work and project resources (including subcontractors).

Changes to project scope and the project schedule will be by mutual agreement between Motorola and the County, and will be in accordance with the change-control provision of the contract.

Motorola is providing a preliminary performance schedule on the following pages.

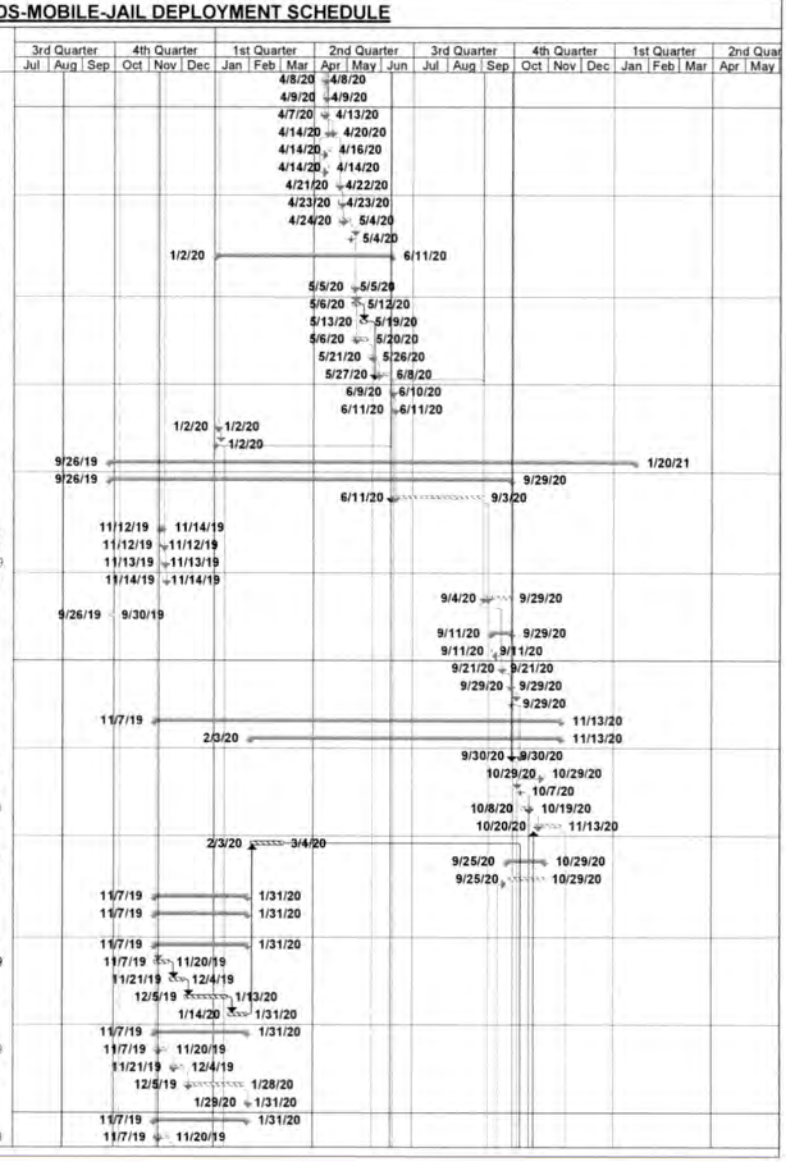
CITY OF MESA PREMIERONE RECORDS-MOBILE-JAIL DEPLOYMENT SCHEDULE

ID	Task Name	Duration	Start	Finish
1	City of Glendale Preliminary Schedule	369 days	Thu 9/26/19	Tue 3/16/21
2	*Contract Award (CRAD Milestone)*	*0 days*	*Thu 9/26/19*	*Thu 9/26/19*
3	Presale Handover & Project Setup	11 days	Thu 10/3/19	Thu 10/17/19
4	Handoff Transition Meeting with PreSale Team	1 day	Thu 10/3/19	Thu 10/3/19
5	Initial Review - Bill of Materials	1 day	Thu 10/3/19	Thu 10/3/19
6	Complete Transition Checklist	3 days	Fri 10/4/19	Tue 10/8/19
7	Complete Project Setup Tasks	10 days	Fri 10/4/19	Thu 10/17/19
8	**Request Customer Site ID's for CAD, RMS, Jail, etc.**	**1 day**	**Fri 10/4/19**	**Fri 10/4/19**
9	**Develop Initial System Configuration Workbook**	**10 days**	**Fri 10/4/19**	**Thu 10/17/19**
10	**Review Sapphire IRD's from PreSale**	**3 days**	**Fri 10/4/19**	**Tue 10/8/19**
11	**Request Customer Provisioning Server from TTM**	**1 day**	**Mon 10/7/19**	**Mon 10/7/19**
12	Pre Implementation and Project Kickoff	7 days	Fri 10/4/19	Mon 10/14/19
13	Schedule Pre-Implementation Review Meeting	1 day	Fri 10/4/19	Fri 10/4/19
14	Conduct Project Kickoff Meeting	1 day	Mon 10/14/19	Mon 10/14/19
15	Provide Customer with Questionnaire to collect needed info	1 day	Mon 10/14/19	Mon 10/14/19
16	*Project Kickoff (CRAD Milestone)*	*0 days*	*Mon 10/14/19*	*Mon 10/14/19*
17	Contract Design Review/Overview & Discovery/BPR	20 days	Thu 9/26/19	Wed 11/6/19
18	Develop CDR Slides & Customer Data Collection Documents	10 days	Fri 10/18/19	Thu 10/31/19
19	**Glendale Completes Provisioning Workbook**	**10 days**	**Thu 9/26/19**	**Wed 10/9/19**
20	Second Review - Bill of Materials	1 day	Fri 11/1/19	Fri 11/1/19
21	Conduct Customer Design Review & Breakout sessions (Overview/Discovery, Site Survey & Planning, IP Network- Primary & DR Analysis, IRD/ISD Review	3 days	Fri 11/1/19	Wed 11/6/19
22	**Provide Records Conversion Data info**	**3 days**	**Mon 11/4/19**	**Wed 11/6/19**
23	Provide Customer with Provisioning Server to collect Data during CDR	1 day	Mon 11/4/19	Mon 11/4/19
24	*System Contract Design Review Approved (CRAD Milestone)*	*0 days*	*Wed 11/6/19*	*Wed 11/6/19*
25	CAD Business Process Review & Data Gathering	16 days	Mon 11/4/19	Mon 11/25/19
26	Provide CAD BPR workbook to Glendale	1 day	Mon 11/4/19	Mon 11/4/19
27	Conduct sit-along & ride-along operational reviews and document in BPR workbook	5 days	Tue 11/5/19	Mon 11/11/19
28	Identify specific data elements to provision system (i.e. incident types, status codes, offenses, etc.)	5 days	Tue 11/5/19	Mon 11/11/19
29	Complete Provisioning worksheets	5 days	Tue 11/5/19	Mon 11/11/19
30	**Configure & Test Provisioning Server with Customer Info**	**10 days**	**Tue 11/12/19**	**Mon 11/25/19**
31	HW & SW Order Processing (Including 3rd Party)	70 days	Thu 11/7/19	Thu 2/20/20
32	Conduct Post CDR BOM Review	1 day	Thu 11/7/19	Thu 11/7/19
33	If BOM Discrepancies issue Customer Change Order	4 days	Fri 11/8/19	Wed 11/13/19
34	Order HW and MSI SW	10 days	Thu 11/14/19	Wed 11/27/19
35	Order 3rd party SW (CSI, Commsys, State Layer F5 etc)	10 days	Thu 11/14/19	Wed 11/27/19
36	Build AZ State Layer for Records	20 days	Mon 12/2/19	Tue 12/31/19
37	Equipment Manufacture, and Shipment	60 days	Thu 11/21/19	Thu 2/20/20
38	Manufacture Motorola Equipment	60 days	Thu 11/21/19	Thu 2/20/20
39	Manufacture Motorola Equipment & Software	30 days	Thu 11/21/19	Wed 1/8/20
40	Ship MSI HW/SW to CCSi	30 days	Thu 1/9/20	Thu 2/20/20
41	Manufacture Non-Motorola Equipment	60 days	Thu 11/21/19	Thu 2/20/20
42	Manufacture Non-Motorola Equipment	30 days	Thu 11/21/19	Wed 1/8/20
43	Ship 3rd Party HW to CCSi	30 days	Thu 1/9/20	Thu 2/20/20
44	Ship 3rd Party SW to CCSi	30 days	Mon 12/2/19	Wed 1/15/20
45	Staging Process	121 days	Fri 11/8/19	Mon 5/4/20
46	**Develop Staging Forecast Schedule**	**1 day**	**Fri 11/8/19**	**Fri 11/8/19**
47	Schedule Project Team Resources for Staging Activities	1 day	Mon 4/6/20	Mon 4/6/20
48	Inventory Motorola & 3rd party HW at CCSi	5 days	Fri 2/28/20	Thu 3/5/20
49	CCSi Racks, Cables, & Labels Equipment	5 days	Fri 3/6/20	Thu 3/12/20
50	CCSi Ships completed Rack(s) to Westminster	7 days	Fri 3/13/20	Mon 3/23/20
51	Westminster Staging Receives Racked Eq and 3rd pty SW	1 day	Tue 3/24/20	Tue 3/24/20
52	System Power-up Testing	2 days	Wed 3/25/20	Thu 3/26/20
53	Install Virtual Components	2 days	Fri 3/27/20	Mon 3/30/20
54	Conduct Performance Test	2 days	Tue 3/31/20	Wed 4/1/20
55	Load CAD SW (4.4.x)	1 day	Thu 4/2/20	Thu 4/2/20
56	Load Customer Data & perform final Config updates	1 day	Fri 4/3/20	Fri 4/3/20
57	Run System Health Check (1st Pass)	1 day	Mon 4/6/20	Mon 4/6/20
58	Perform Application Audit & Review	1 day	Tue 4/7/20	Tue 4/7/20



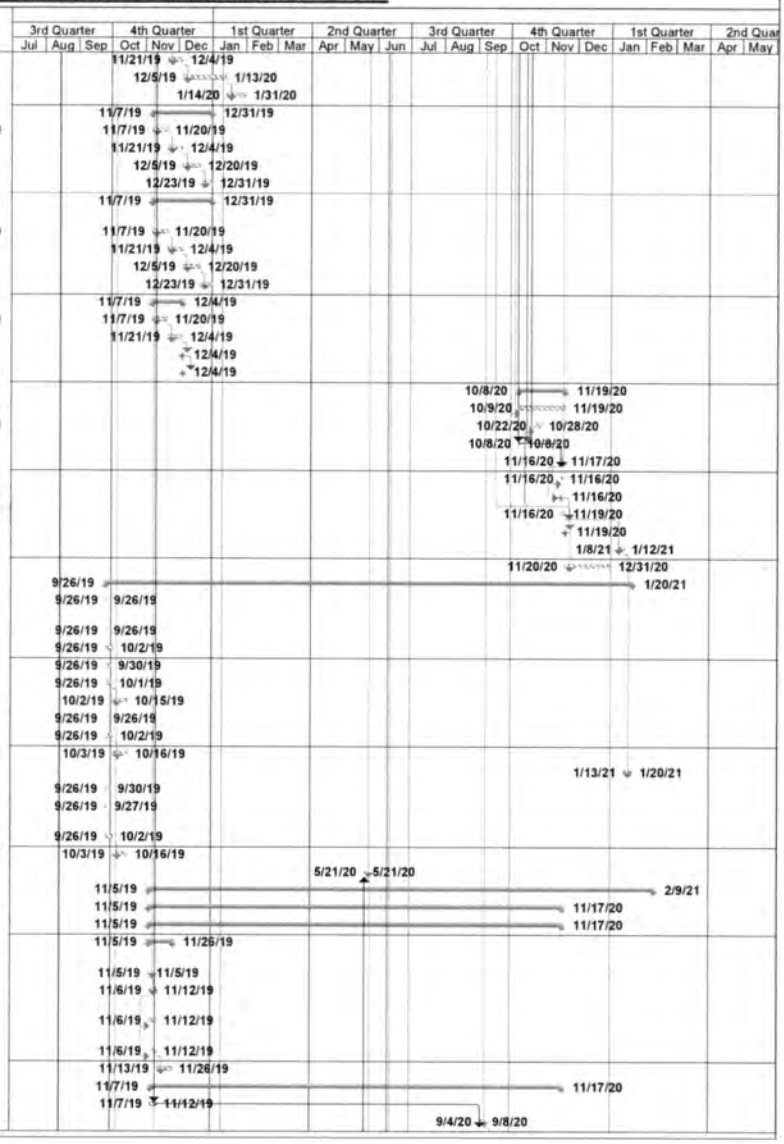
CITY OF MESA PREMIERONE RECORDS-MOBILE-JAIL DEPLOYMENT SCHEDULE

ID	Task Name	Duration	Start	Finish
59	Reporting Team Setup & Testing	1 day	Wed 4/8/20	Wed 4/8/20
60	Staging Notification to Project Team of Testing Completion	1 day	Thu 4/9/20	Thu 4/9/20
61	Complete Validation ATP's (CAD, RMS, Suite, Mobile, etc.)	5 days	Tue 4/7/20	Mon 4/13/20
62	Final ST Validation Testing	5 days	Tue 4/14/20	Mon 4/20/20
63	ISD Audit	3 days	Tue 4/14/20	Thu 4/16/20
64	System Admin Audit	1 day	Tue 4/14/20	Tue 4/14/20
65	Complete System Handover to Field Checklist & Document Review	2 days	Tue 4/21/20	Wed 4/22/20
66	System Authorized to Ship from Staging to Field	1 day	Thu 4/23/20	Thu 4/23/20
67	System Ships to Field	7 days	Fri 4/24/20	Mon 5/4/20
68	*HW/SW Ships to Customer Location (CRAD Milestone)*	*0 days*	*Mon 5/4/20*	*Mon 5/4/20*
69	HW/SW Installation at Glendale (Incl. 3rd Party) Primary & DR locations	114 days	Thu 1/2/20	Thu 6/11/20
70	HW arrives at Customer location	1 day	Tue 5/5/20	Tue 5/5/20
71	**Install and power up of all hardware components**	**5 days**	**Wed 5/6/20**	**Tue 5/12/20**
72	**Conduct Power on test - environment ready for testing**	**5 days**	**Wed 5/13/20**	**Tue 5/19/20**
73	Client Workstations in place and available for access	11 days	Wed 5/6/20	Wed 5/20/20
74	Load & configure 5 Client Workstations	3 days	Thu 5/21/20	Tue 5/26/20
75	Turn Up Testing including DR Failover Testing	9 days	Wed 5/27/20	Mon 6/8/20
76	Install any necessary CU updates	2 days	Tue 6/9/20	Wed 6/10/20
77	Apply any needed Records CU updates via Octopus	1 day	Thu 6/11/20	Thu 6/11/20
78	Apply AZ State Layer	1 day	Thu 1/2/20	Thu 1/2/20
79	*HW/SW Install Completed (CRAD Milestone & Billing Milestone)*	*0 days*	*Thu 1/2/20*	*Thu 1/2/20*
80	P1CAD/Mobile Migration	330 days	Thu 9/26/19	Wed 1/20/21
81	CAD/Mobile Provisioning	255 days	Thu 9/26/19	Tue 9/29/20
82	Perform CAD Configuration & Historical Data Conversion from Legacy CAD	60 days	Thu 6/11/20	Thu 9/3/20
83	GIS Services Implementation	3 days	Tue 11/12/19	Thu 11/14/19
84	GIS Boundary Workshop	1 day	Tue 11/12/19	Tue 11/12/19
85	GIS Scope Review	1 day	Wed 11/13/19	Wed 11/13/19
86	Draft GeoDatabase	1 day	Thu 11/14/19	Thu 11/14/19
87	Conduct CAD Provisioning (Freeze changes)	17 days	Fri 9/4/20	Tue 9/29/20
88	Perform any necessary UI Modifications	3 days	Thu 9/26/19	Mon 9/30/19
89	CAD Provisioning Checkpoints	13 days	Fri 9/11/20	Tue 9/29/20
90	Checkpoint 1	1 day	Fri 9/11/20	Fri 9/11/20
91	Checkpoint 2	1 day	Mon 9/21/20	Mon 9/21/20
92	Checkpoint 3	1 day	Tue 9/29/20	Tue 9/29/20
93	*CAD Provisioning Complete*	*0 days*	*Tue 9/29/20*	*Tue 9/29/20*
94	CAD/Mobile Configuration & Testing	258 days	Thu 11/7/19	Fri 11/13/20
95	CAD Testing	202 days	Mon 2/3/20	Fri 11/13/20
96	Provide Functional ATP for Customer Review	1 day	Wed 9/30/20	Wed 9/30/20
97	Complete System Operational Audit	1 day	Thu 10/29/20	Thu 10/29/20
98	*Complete CAD Functional ATP testing*	*0 days*	*Wed 10/7/20*	*Wed 10/7/20*
99	CAD Functional ATP Complete (Billing Milestone)	8 days	Thu 10/8/20	Mon 10/19/20
100	Handover to Customer for Testing on Production System	19 days	Tue 10/20/20	Fri 11/13/20
101	**Interface Testing Completed - for migrated interfaces**	**23 days**	**Mon 2/3/20**	**Wed 3/4/20**
102	P1 - Mobile Deployment	25 days	Fri 9/25/20	Thu 10/29/20
103	Deploy Mobiles/CAD Update (125 Units)	25 days	Fri 9/25/20	Thu 10/29/20
104	CAD Interfaces	56 days	Thu 11/7/19	Fri 1/31/20
105	Validate Existing Interfaces (E911, Tyler Tech, TLETS/NCIC)	56 days	Thu 11/7/19	Fri 1/31/20
106	Vesta 911 (Priority 1) DR	56 days	Thu 11/7/19	Fri 1/31/20
107	**Review IRD with Customer and gain approval**	**10 days**	**Thu 11/7/19**	**Wed 11/20/19**
108	**Interface ATP Development**	**8 days**	**Thu 11/21/19**	**Wed 12/4/19**
109	**Interface Implementation & Testing**	**25 days**	**Thu 12/5/19**	**Mon 1/13/20**
110	**Interface Customer Validation and ATP**	**13 days**	**Tue 1/14/20**	**Fri 1/31/20**
111	State/NCIC (Priority 1) DR	56 days	Thu 11/7/19	Fri 1/31/20
112	Review IRD with Customer and gain approval	10 days	Thu 11/7/19	Wed 11/20/19
113	Interface ATP Development	8 days	Thu 11/21/19	Wed 12/4/19
114	Interface Implementation & Testing	35 days	Thu 12/5/19	Tue 1/28/20
115	Interface Customer Validation and ATP	3 days	Wed 1/29/20	Fri 1/31/20
116	Cry Wolf (Priority 1)	56 days	Thu 11/7/19	Fri 1/31/20
117	Review IRD with Customer and gain approval	10 days	Thu 11/7/19	Wed 11/20/19



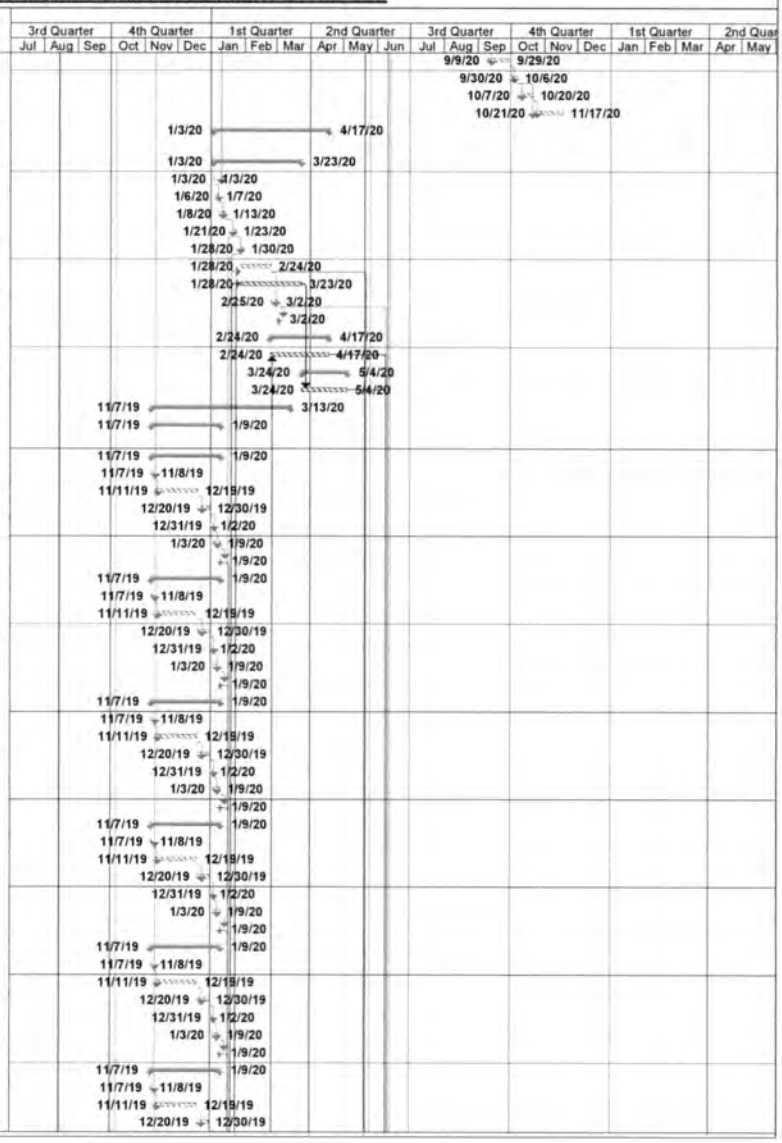
CITY OF MESA PREMIERONE RECORDS-MOBILE-JAIL DEPLOYMENT SCHEDULE

ID	Task Name	Duration	Start	Finish
118	Interface ATP Development	8 days	Thu 11/21/19	Wed 12/4/19
119	Interface Implementation & Testing	25 days	Thu 12/5/19	Mon 1/13/20
120	Interface Customer Validation and ATP	13 days	Tue 1/14/20	Fri 1/31/20
121	ASTRO Radio MCC7500 Console Interface (Priority 1)	35 days	Thu 11/7/19	Tue 12/31/19
122	Review IRD with Customer and gain approval	10 days	Thu 11/7/19	Wed 11/20/19
123	Interface ATP Development	8 days	Thu 11/21/19	Wed 12/4/19
124	Interface Implementation & Testing	12 days	Thu 12/5/19	Fri 12/20/19
125	Interface Customer Validation and ATP	5 days	Mon 12/23/19	Tue 12/31/19
126	ASTRO Radio IMW PTT Interface Console Interface (Priority 1)	35 days	Thu 11/7/19	Tue 12/31/19
127	Review IRD with Customer and gain approval	10 days	Thu 11/7/19	Wed 11/20/19
128	Interface ATP Development	8 days	Thu 11/21/19	Wed 12/4/19
129	Interface Implementation & Testing	12 days	Thu 12/5/19	Fri 12/20/19
130	Interface Customer Validation and ATP	5 days	Mon 12/23/19	Tue 12/31/19
131	RTCC to CAD (Priority 2)	18 days	Thu 11/7/19	Wed 12/4/19
132	Review IRD with Customer and gain approval	10 days	Thu 11/7/19	Wed 11/20/19
133	Interface ATP Development	8 days	Thu 11/21/19	Wed 12/4/19
134	*Interface Implementation & Testing*	*0 days*	*Wed 12/4/19*	*Wed 12/4/19*
135	*Interface Customer Validation and ATP*	*0 days*	*Wed 12/4/19*	*Wed 12/4/19*
136	CAD Go-Live	31 days	Thu 10/8/20	Thu 11/19/20
137	Implement T-30 Day Go-Live Checklist	30 days	Fri 10/9/20	Thu 11/19/20
138	Create Cutover Plan	5 days	Thu 10/22/20	Wed 10/28/20
139	**Mock Go-Live Testing/System Level Testing**	**1 day**	**Thu 10/8/20**	**Thu 10/8/20**
140	System Freeze	2 days	Mon 11/16/20	Tue 11/17/20
141	Complete DB Partitioning & Cleanup	1 day	Mon 11/16/20	Mon 11/16/20
142	*Final Go-Live Go/No Go Call*	*0 days*	*Mon 11/16/20*	*Mon 11/16/20*
143	Go-Live (CAD)	4 days	Mon 11/16/20	Thu 11/19/20
144	*Go-Live (CAD) Complete (CRAD Milestone Milestone)*	*0 days*	*Thu 11/19/20*	*Thu 11/19/20*
145	Complete System Admin Audit (CAD)	3 days	Fri 1/8/21	Tue 1/12/21
146	Defects/Issues Discovered - Follow Issue Resolution Process	26 days	Fri 11/20/20	Thu 12/31/20
147	CAD Training	330 days	Thu 9/26/19	Wed 1/20/21
148	CAD/Mobile Client Installation (Onsite) (install on 5 mobile/5 clients?)	1 day	Thu 9/26/19	Thu 9/26/19
149	CAD/Mobile Client Installation (Online)	1 day	Thu 9/26/19	Thu 9/26/19
150	CAD/Mobile Provisioning Training	5 days	Thu 9/26/19	Wed 10/2/19
151	Managing GIS data with P1 Import Tool	3 days	Thu 9/26/19	Mon 9/30/19
152	CAD Train the Trainer	4 days	Thu 9/26/19	Tue 10/1/19
153	Customer Trains CAD Users	10 days	Wed 10/2/19	Tue 10/15/19
154	Mobile Train the Trainer (Onsite)	1 day	Thu 9/26/19	Thu 9/26/19
155	Mobile Train the Trainer (Online)	5 days	Thu 9/26/19	Wed 10/2/19
156	Customer Trains Mobile Users	10 days	Thu 10/3/19	Wed 10/16/19
157	CAD System Admin Training	5 days	Wed 1/13/21	Wed 1/20/21
158	SSRS Report Builder Training	3 days	Thu 9/26/19	Mon 9/30/19
159	IDD Training (30 days post Go-Live) Review Standard dashboard, develop 2 custom dashboards	2 days	Thu 9/26/19	Fri 9/27/19
160	ICC Train the Trainer (2 Sessions)	5 days	Thu 9/26/19	Wed 10/2/19
161	Customer Trains ICC End Users	10 days	Thu 10/3/19	Wed 10/16/19
162	Client Install and Training (up to 5 units) - verify this training	1 day	Thu 5/21/20	Thu 5/21/20
163	P1-RECORDS Implementation	316 days	Tue 11/5/19	Tue 2/9/21
164	P1-RECORDS (Core) Application	262 days	Tue 11/5/19	Tue 11/17/20
165	P1-RECORDS Pre work	262 days	Tue 11/5/19	Tue 11/17/20
166	P1 - RECORDS Business Process Review & Data Gathering	16 days	Tue 11/5/19	Tue 11/26/19
167	Provide Records BPR workbook to Glendale	1 day	Tue 11/5/19	Tue 11/5/19
168	Conduct sit-along & ride-along operational reviews and document in BPR workbook	5 days	Wed 11/6/19	Tue 11/12/19
169	Identify specific data elements to provision system (i.e. incident types, status codes, offenses, etc.)	5 days	Wed 11/6/19	Tue 11/12/19
170	Complete Provisioning worksheets	5 days	Wed 11/6/19	Tue 11/12/19
171	Configure & Test Provisioning Server with Customer Info	10 days	Wed 11/13/19	Tue 11/26/19
172	P1-RECORDS Conversion Data Analysis	260 days	Thu 11/7/19	Tue 11/17/20
173	**Glendale to Provide Data for Analysis**	**4 days**	**Thu 11/7/19**	**Tue 11/12/19**
174	Motorola to Perform Data Conversion Workshop	2 days	Fri 9/4/20	Tue 9/8/20



CITY OF MESA PREMIERONE RECORDS-MOBILE-JAIL DEPLOYMENT SCHEDULE

ID	Task Name	Duration	Start	Finish
175	Motorola to Review Data for Initial Results	15 days	Wed 9/9/20	Tue 9/29/20
176	Data Review/ Analysis and Plan	5 days	Wed 9/30/20	Tue 10/6/20
177	ACT work for Data Conversion (if Req'd	10 days	Wed 10/7/20	Tue 10/20/20
178	Data Conversion Available via Convert on Demand Tool	20 days	Wed 10/21/20	Tue 11/17/20
179	P1-RECORDS Motorola Led Configuration/Provisioning Process	75 days	Fri 1/3/20	Fri 4/17/20
180	Motorola Led Provisioning Process	56 days	Fri 1/3/20	Mon 3/23/20
181	Verify System Environment is Available	1 day	Fri 1/3/20	Fri 1/3/20
182	Provide/Load Convert on Demand Tool	2 days	Mon 1/6/20	Tue 1/7/20
183	Records Pre-provisioning Workshop	4 days	Wed 1/8/20	Mon 1/13/20
184	Provisioning Training Class Week 1	3 days	Tue 1/21/20	Thu 1/23/20
185	Provisioning Training Class Week 2	3 days	Tue 1/28/20	Thu 1/30/20
186	Records Workflow Testing (Unit)	20 days	Tue 1/28/20	Mon 2/24/20
187	**Motorola/Customer Completes Provisioning System**	**40 days**	**Tue 1/28/20**	**Mon 3/23/20**
188	Provisioning Verification Checkpoint	5 days	Tue 2/25/20	Mon 3/2/20
189	*Records Provisioning Training Complete Milestone*	*0 days*	*Mon 3/2/20*	*Mon 3/2/20*
190	Custom ACT Development	40 days	Mon 2/24/20	Fri 4/17/20
191	**Custom Forms and Modules**	**40 days**	**Mon 2/24/20**	**Fri 4/17/20**
192	P1-RECORDS Mobile Deployment	36 days	Tue 3/24/20	Mon 5/4/20
193	**Deploy/Load Records Mobile to Mobile Users (125 Units)**	**30 days**	**Tue 3/24/20**	**Mon 5/4/20**
194	P1-RECORDS Interfaces	86 days	Thu 11/7/19	Fri 3/13/20
195	P1-Records Interface Requirements Gathering, IRD Development, Cust Review	41 days	Thu 11/7/19	Thu 1/9/20
196	Justware (Priority 1) Court Case Mgmt System	41 days	Thu 11/7/19	Thu 1/9/20
197	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
198	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
199	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
200	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
201	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
202	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
203	CARFAX (Priority 1) Outbound Printout Creation	41 days	Thu 11/7/19	Thu 1/9/20
204	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
205	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
206	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
207	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
208	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
209	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
210	Buy Crash (Priority 1) Outbound Printout Creation	41 days	Thu 11/7/19	Thu 1/9/20
211	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
212	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
213	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
214	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
215	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
216	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
217	AJACS (Priority 1)	41 days	Thu 11/7/19	Thu 1/9/20
218	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
219	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
220	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
221	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
222	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
223	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
224	State Accident Reports (Priority 1)	41 days	Thu 11/7/19	Thu 1/9/20
225	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
226	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
227	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
228	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
229	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
230	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
231	Legacy Records Query (Priority 1)	41 days	Thu 11/7/19	Thu 1/9/20
232	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
233	Develop IRD (Sample RDW Database)	27 days	Mon 11/11/19	Thu 12/19/19
234	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19

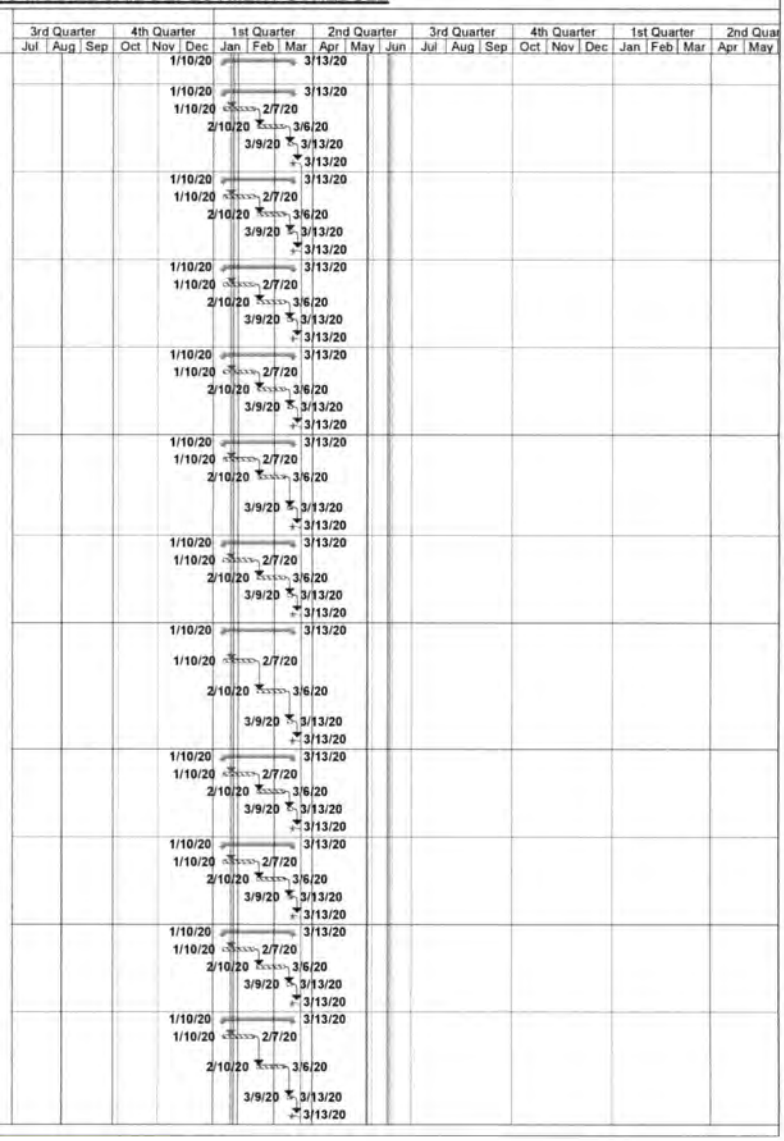


CITY OF MESA PREMIERONE RECORDS-MOBILE-JAIL DEPLOYMENT SCHEDULE

ID	Task Name	Duration	Start	Finish
235	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
236	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
237	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
238	Coplogic's DeskOfficer Online Reporting System (DORS LexisNexis) (Priority 2)	41 days	Thu 11/7/19	Thu 1/9/20
239	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
240	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
241	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
242	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
243	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
244	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
245	Laserfiche (Priority 2) Enterprise Content ECM Records	41 days	Thu 11/7/19	Thu 1/9/20
246	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
247	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
248	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
249	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
250	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
251	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
252	Insight (Priority 2) Outbound data	41 days	Thu 11/7/19	Thu 1/9/20
253	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
254	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
255	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
256	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
257	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
258	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
259	Insight Query (Priority 2) External Query	41 days	Thu 11/7/19	Thu 1/9/20
260	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
261	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
262	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
263	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
264	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
265	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
266	Justice Traxx (Priority 2) 2-way Property & Evidence	41 days	Thu 11/7/19	Thu 1/9/20
267	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
268	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
269	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
270	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
271	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
272	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
273	CopLink (Priority 2) (IBM)	41 days	Thu 11/7/19	Thu 1/9/20
274	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
275	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
276	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
277	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
278	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
279	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
280	LexisNexis (Priority 2) (Records DataView RDW)	41 days	Thu 11/7/19	Thu 1/9/20
281	Gather and Review Interface Requirements	2 days	Thu 11/7/19	Fri 11/8/19
282	Develop IRD	27 days	Mon 11/11/19	Thu 12/19/19
283	Customer Review IRD	5 days	Fri 12/20/19	Mon 12/30/19
284	Corrections to IRD	2 days	Tue 12/31/19	Thu 1/2/20
285	Customer review IRD	5 days	Fri 1/3/20	Thu 1/9/20
286	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
287	LinX (Priority 2) (Northrop Grumman)	41 days	Thu 11/7/19	Thu 1/9/20
288	**Gather and Review Interface Requirements**	**2 days**	**Thu 11/7/19**	**Fri 11/8/19**
289	**Develop IRD**	**27 days**	**Mon 11/11/19**	**Thu 12/19/19**
290	**Customer Review IRD**	**5 days**	**Fri 12/20/19**	**Mon 12/30/19**
291	**Corrections to IRD**	**2 days**	**Tue 12/31/19**	**Thu 1/2/20**
292	**Customer review IRD**	**5 days**	**Fri 1/3/20**	**Thu 1/9/20**
293	*Customer approve IRD*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*
294	*Records IRD's Completed Milestone*	*0 days*	*Thu 1/9/20*	*Thu 1/9/20*

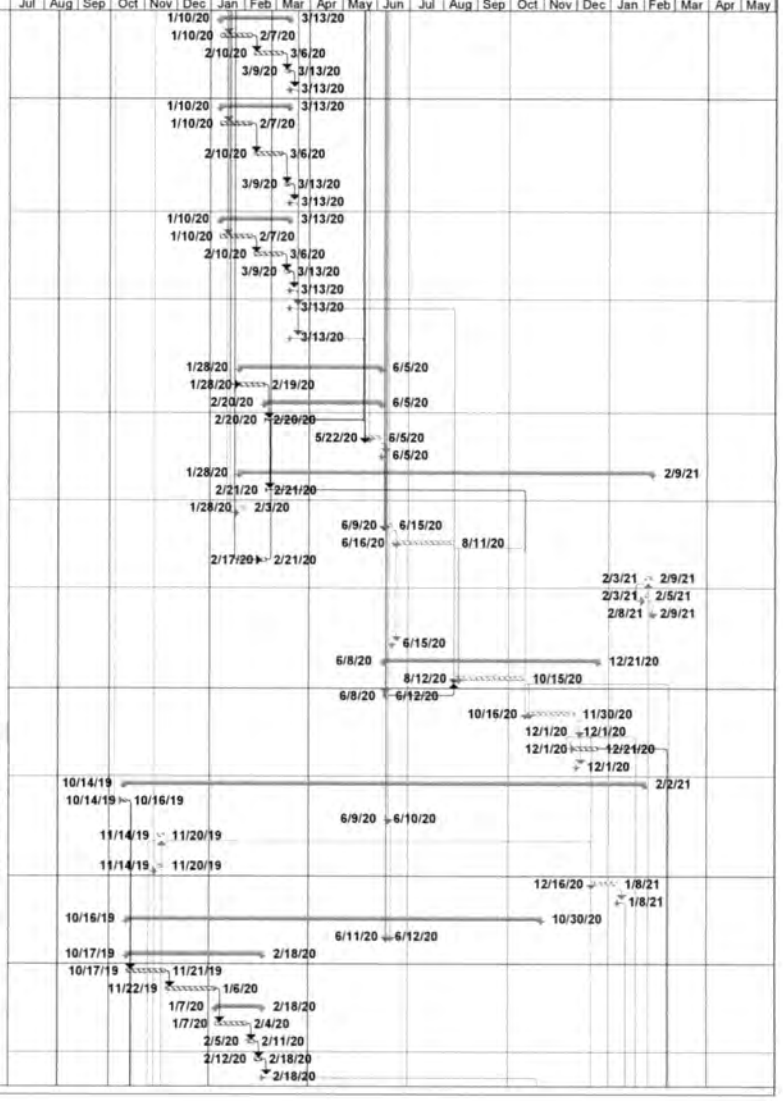
CITY OF MESA PREMIERONE RECORDS-MOBILE-JAIL DEPLOYMENT SCHEDULE

ID	Task Name	Duration	Start	Finish
295	P1-RECORDS Interface Development/Installation/Configuration/Test	45 days	Fri 1/10/20	Fri 3/13/20
296	JustWare (Priority 1) Court Case Mgmt System	45 days	Fri 1/10/20	Fri 3/13/20
297	JustWare RMS Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
298	JustWare RMS Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
299	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
300	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
301	CARFAX (Priority 1) Outbound Printout Creation	45 days	Fri 1/10/20	Fri 3/13/20
302	CARFAX Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
303	CARFAX System Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
304	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
305	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
306	Buy Crash (Priority 1) Outbound Printout Creation	45 days	Fri 1/10/20	Fri 3/13/20
307	Buy Crash Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
308	Buy Crash Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
309	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
310	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
311	AJACS (Priority 1)	45 days	Fri 1/10/20	Fri 3/13/20
312	AJACS Interface (Records)Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
313	AJACS Interface (Records) Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
314	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
315	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
316	State Accident Reports (Priority 1)	45 days	Fri 1/10/20	Fri 3/13/20
317	State Accident Reports (Priority 1) Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
318	State Accident Reports (Priority 1) Configuration/Test/Customer ATF	20 days	Mon 2/10/20	Fri 3/6/20
319	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
320	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
321	Legacy Records Query (Priority 1)	45 days	Fri 1/10/20	Fri 3/13/20
322	Legacy Records Query Development	20 days	Fri 1/10/20	Fri 2/7/20
323	Legacy Records Query Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
324	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
325	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
326	Coplogic's DeskOfficer Online Reporting System (DORS LexisNexis) (Priority 2)	45 days	Fri 1/10/20	Fri 3/13/20
327	Coplogic's DeskOfficer Online Reporting System (DORS) Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
328	Coplogic's DeskOfficer Online Reporting System (DORS) Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
329	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
330	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
331	Laserfiche (Priority 2) Enterprise Content ECM Records	45 days	Fri 1/10/20	Fri 3/13/20
332	Laserfiche (ACT Work) Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
333	Laserfiche Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
334	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
335	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
336	Insight (Priority 2) Outbound data	45 days	Fri 1/10/20	Fri 3/13/20
337	Insight (Priority 2) Outbound data Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
338	Insight (Priority 2) Outbound data Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
339	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
340	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
341	Insight Query (Priority 2) External Query	45 days	Fri 1/10/20	Fri 3/13/20
342	Insight Query (Priority 2) External Query Development	20 days	Fri 1/10/20	Fri 2/7/20
343	Insight Query (Priority 2) External Query Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
344	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
345	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
346	Justice Traxx (Priority 2) 2-way Property & Evidence	45 days	Fri 1/10/20	Fri 3/13/20
347	Justice Traxx (Priority 2) 2-way Property & Evidence Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
348	Justice Traxx (Priority 2) 2-way Property & Evidence Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
349	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
350	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20



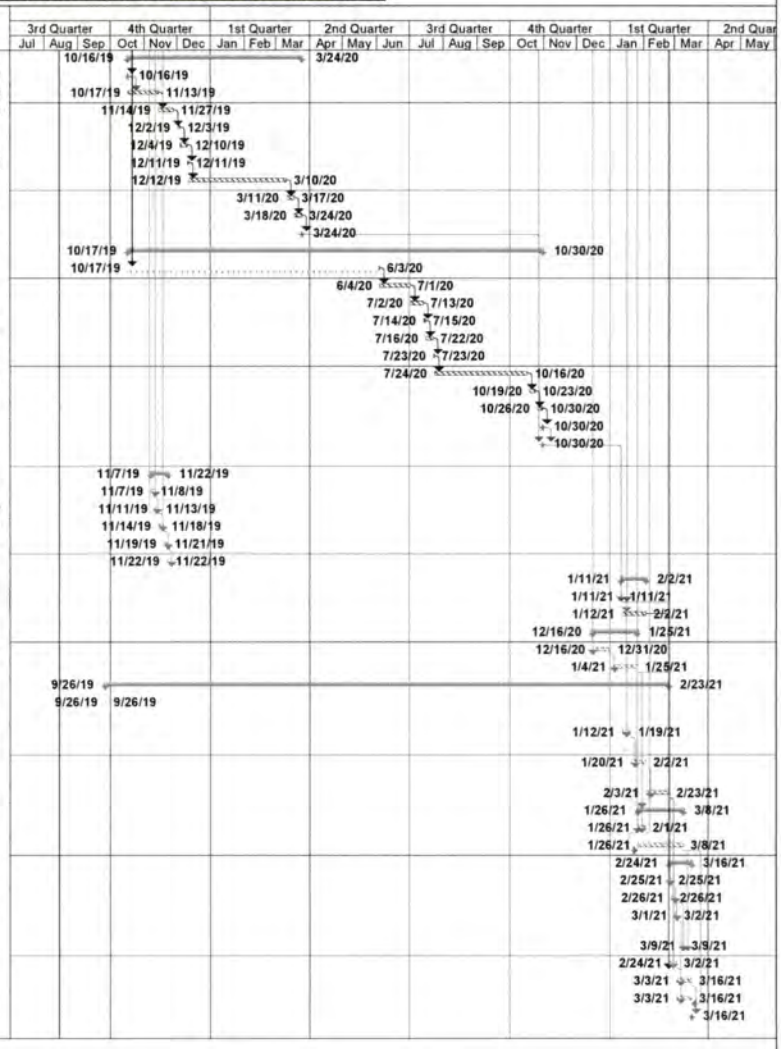
CITY OF MESA PREMIERONE RECORDS-MOBILE-JAIL DEPLOYMENT SCHEDULE

ID	Task Name	Duration	Start	Finish
351	CopLink (Priority 2) (IBM)	45 days	Fri 1/10/20	Fri 3/13/20
352	CopLink (Priority 2) (IBM) Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
353	CopLink (Priority 2) (IBM) Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
354	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
355	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
356	LexisNexis (Priority 2) (Records DataView RDW)	45 days	Fri 1/10/20	Fri 3/13/20
357	LexisNexis (Priority 2) (Records DataView RDW) Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
358	LexisNexis (Priority 2) (Records DataView RDW) Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
359	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
360	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
361	LinX (Priority 2) (Northrop Grumman)	45 days	Fri 1/10/20	Fri 3/13/20
362	LinX (Priority 2) (Northrop Grumman) Interface Development	20 days	Fri 1/10/20	Fri 2/7/20
363	LinX (Priority 2) (Northrop Grumman) Configuration/Test	20 days	Mon 2/10/20	Fri 3/6/20
364	Customer ATP	5 days	Mon 3/9/20	Fri 3/13/20
365	Customer Acceptance of Interface	0 days	Fri 3/13/20	Fri 3/13/20
366	Priority 1 Records Interface Development, Installation and Configuration And ATP's Complete	0 days	Fri 3/13/20	Fri 3/13/20
367	Priority 2 Records Interface Development, Installation and Configuration Any ATP's Complete	0 days	Fri 3/13/20	Fri 3/13/20
368	P1-RECORDS Acceptance Testing	93 days	Tue 1/28/20	Fri 6/5/20
369	Motorola/Glendale to Develop Acceptance Test Plan /Process	17 days	Tue 1/28/20	Wed 2/19/20
370	Functional (Integration) Acceptance Testing	76 days	Thu 2/20/20	Fri 6/5/20
371	Finalize Records Acceptance Test Plan	1 day	Thu 2/20/20	Thu 2/20/20
372	Functional End User Acceptance Testing	10 days	Fri 5/22/20	Fri 6/5/20
373	Records ATP Complete Milestone	0 days	Fri 6/5/20	Fri 6/5/20
374	P1-RECORDS Training	262 days	Tue 1/28/20	Tue 2/9/21
375	Client Install and Training (up to 5 units)	1 day	Fri 2/21/20	Fri 2/21/20
376	Records Provisioning Training	5 days	Tue 1/28/20	Mon 2/3/20
377	Records Train the Trainer	5 days	Tue 6/9/20	Mon 6/15/20
378	Customer Trains Records/Field Users	40 days	Tue 6/16/20	Tue 8/11/20
379	Records ACT Training	5 days	Mon 2/17/20	Fri 2/21/20
380	Records System Admin Class (1 Sessions)	5 days	Wed 2/3/21	Tue 2/9/21
381	SSRS Adhoc Report Training (1 Sessions)	3 days	Wed 2/3/21	Fri 2/5/21
382	Records IDD Training (Review 3 standard dashboards, develop 2 custom dashboards)	2 days	Mon 2/8/21	Tue 2/9/21
383	Records/FBR TIT Complete Milestone	0 days	Mon 6/15/20	Mon 6/15/20
384	P1-RECORDS Live Cut	137 days	Mon 6/8/20	Mon 12/21/20
385	Implement T-45 Day Go-Live Checklist	48 days	Wed 8/12/20	Thu 10/15/20
386	Finalizes Cutover Plan	5 days	Mon 6/8/20	Fri 6/12/20
387	Pre-Live Support/Testing (Customer Lockout)	30 days	Fri 10/16/20	Mon 11/30/20
388	Records Go-Live & Beneficial Use	1 day	Tue 12/1/20	Tue 12/1/20
389	Defects/Issues Discovered - Follow Issue Resolution Process	15 days	Tue 12/1/20	Mon 12/21/20
390	Records Cutover Complete Milestone	0 days	Tue 12/1/20	Tue 12/1/20
391	Command Central Jail Implementation	327 days	Mon 10/14/19	Tue 2/2/21
392	KickOff with Customer along with Demos	3 days	Mon 10/14/19	Wed 10/16/19
393	Load CC Jail SW to VM (Training & Production Environments)	2 days	Tue 6/9/20	Wed 6/10/20
394	Discuss P1 Records/CCJail Interface Interactions with Glendale Records/Jail Bus. Practices.	5 days	Thu 11/14/19	Wed 11/20/19
395	Identify/Understand Report Requirements	5 days	Thu 11/14/19	Wed 11/20/19
396	Complete CCJail Provisioning	15 days	Wed 12/16/20	Fri 1/8/21
397	CCJail Provisioning Complete Milestone	0 days	Fri 1/8/21	Fri 1/8/21
398	CC Jail Interfaces	263 days	Wed 10/16/19	Fri 10/30/20
399	Activate P1 Records to CCJail Interface	2 days	Thu 6/11/20	Fri 6/12/20
400	Command Central Jail DEx API Interface	83 days	Thu 10/17/19	Tue 2/18/20
401	Dex API Interface Investigation/Development	26 days	Thu 10/17/19	Thu 11/21/19
402	Dex API Interface IRD Approval by Glendale	27 days	Fri 11/22/19	Mon 1/6/20
403	VINEs Victim Information - Outbound	30 days	Tue 1/7/20	Tue 2/18/20
404	VINEs Victim Information Interface Development	20 days	Tue 1/7/20	Tue 2/4/20
405	VINEs Victim Information Configuration/Test	5 days	Wed 2/5/20	Tue 2/11/20
406	Customer ATP	5 days	Wed 2/12/20	Tue 2/18/20
407	Customer Acceptance of Interface	0 days	Tue 2/18/20	Tue 2/18/20



CITY OF MESA PREMIERONE RECORDS-MOBILE-JAIL DEPLOYMENT SCHEDULE

ID	Task Name	Duration	Start	Finish
408	Identix Livescan - 2-Way	108 days	Wed 10/16/19	Tue 3/24/20
409	*Gather and Review Interface Requirements*	*0 days*	*Wed 10/16/19*	*Wed 10/16/19*
410	Develop IRD	20 days	Thu 10/17/19	Wed 11/13/19
411	Customer Review IRD	10 days	Thu 11/14/19	Wed 11/27/19
412	Corrections to IRD	2 days	Mon 12/2/19	Tue 12/3/19
413	Customer review IRD	5 days	Wed 12/4/19	Tue 12/10/19
414	Customer approve IRD	1 day	Wed 12/11/19	Wed 12/11/19
415	Identix Livescan Interface Development	60 days	Thu 12/12/19	Tue 3/10/20
416	Identix Livescan Configuration/Test/Customer ATP	5 days	Wed 3/11/20	Tue 3/17/20
417	Customer ATP	5 days	Wed 3/18/20	Tue 3/24/20
418	*Customer Acceptance of Interface*	*0 days*	*Tue 3/24/20*	*Tue 3/24/20*
419	Morpho Image - Outbound	263 days	Thu 10/17/19	Fri 10/30/20
420	Gather and Review Interface Requirements	1 day	Thu 10/17/19	Wed 6/3/20
421	Develop IRD	20 days	Thu 6/4/20	Wed 7/1/20
422	Customer Review IRD	7 days	Thu 7/2/20	Mon 7/13/20
423	Corrections to IRD	2 days	Tue 7/14/20	Wed 7/15/20
424	Customer review IRD	5 days	Thu 7/16/20	Wed 7/22/20
425	Customer approve IRD	1 day	Thu 7/23/20	Thu 7/23/20
426	Morpho Image Integration Interface Development	60 days	Fri 7/24/20	Fri 10/16/20
427	Morpho Image Integration Configuration/Test	5 days	Mon 10/19/20	Fri 10/23/20
428	Customer ATP	5 days	Mon 10/26/20	Fri 10/30/20
429	*Customer Acceptance of Interface*	*0 days*	*Fri 10/30/20*	*Fri 10/30/20*
430	*CCJail Interface Development, Installation, Configuration & ATP's Complete. (Billing Milestone)*	*0 days*	*Fri 10/30/20*	*Fri 10/30/20*
431	CCJail Training	12 days	Thu 11/7/19	Fri 11/22/19
432	CCJail Project Team Training	2 days	Thu 11/7/19	Fri 11/8/19
433	CCJail System Admin/Provisioning Training/and Use Case BPR	3 days	Mon 11/11/19	Wed 11/13/19
434	CCJail Admin Training	3 days	Thu 11/14/19	Mon 11/18/19
435	CCJail Train the Trainer	3 days	Tue 11/19/19	Thu 11/21/19
436	CCJail Reports Training	1 day	Fri 11/22/19	Fri 11/22/19
437	CCJail Go-Live	16 days	Mon 1/11/21	Tue 2/2/21
438	CCJail Go-Live & Beneficial Use	1 day	Mon 1/11/21	Mon 1/11/21
439	Defects/Issues Discovered - Follow Issue Resolution Process	15 days	Tue 1/12/21	Tue 2/2/21
440	P1 Handheld w/ Mapping (25 Units)	25 days	Wed 12/16/20	Mon 1/25/21
441	Provide 5 Status Monitors	10 days	Wed 12/16/20	Thu 12/31/20
442	Provide 7 standard queries	15 days	Mon 1/4/21	Mon 1/25/21
443	Vigilant LPR	354 days	Thu 9/26/19	Tue 2/23/21
444	Provide LPR Equipment (Mobile - 3 Cams/5 Veh, Fixed - 10 Cams /2 @ each location)	1 day	Thu 9/26/19	Thu 9/26/19
445	Install Mobile LPR Equipment (3 Cameras/5 Vehicles) (includes 4 Light bar mount, 1 Carrying case)	5 days	Tue 1/12/21	Tue 1/19/21
446	Install Fixed LPR Equipment (10 cameras/2 @ each location) No permits incl.	10 days	Wed 1/20/21	Tue 2/2/21
447	Camera Integration & Commisioning	15 days	Wed 2/3/21	Tue 2/23/21
448	P1-System Acceptance & Follow-up	30 days	Tue 1/26/21	Mon 3/8/21
449	Post Live-Cut Support	5 days	Tue 1/26/21	Mon 2/1/21
450	30 Day Reliability Test Period	30 days	Tue 1/26/21	Mon 3/8/21
451	Handover to Support	15 days	Wed 2/24/21	Tue 3/16/21
452	Open Support Handover Case (90/45 days pre-Go-Live)	1 day	Thu 2/25/21	Thu 2/25/21
453	Support OBT Schedules Handover Input Review with PM	1 day	Fri 2/26/21	Fri 2/26/21
454	Review System Configuration Workbook & Handover Doc with OBT (45/15 days Pre-Go-Live)	2 days	Mon 3/1/21	Tue 3/2/21
455	Handover to Support	1 day	Tue 3/9/21	Tue 3/9/21
456	Final Punchlist Creation	5 days	Wed 2/24/21	Tue 3/2/21
457	System As-Built Documentation (Finalize & Complete)	10 days	Wed 3/3/21	Tue 3/16/21
458	Final Punchlist Items Resolution	10 days	Wed 3/3/21	Tue 3/16/21
459	*(FSA) Final Acceptance - System Fully Operational and Customer Accepted (CRAD Milestone)*	*0 days*	*Tue 3/16/21*	*Tue 3/16/21*



SECTION 7

PROPOSAL PRICING

Motorola pricing is based on a complete system solution. The addition or deletion of any component(s) may subject the total system price to modifications.

Description	List	HGAC Discount	Discounted Price	Notes
PremierOne Software **- CAD Software** **- Records Software** **- Mobile Software** **- Training (Learning Management System)**	$2,034,639	10%	$1,831,175	**Pricing also Includes:** - - PremierOne Handheld - - E-Citation Subscription - - Dynamic Resiliency (CAD & RMS) - - 911 & Dispatch Integration - - RTCC Integration - - Advanced Configuration Tool - - Vigilant LPR (10 Fixed Camera, 5 Car Camera Systems) - - Vigilant RTCC Integration - - Vigilant Services
CommandCentral Jail Software	$161,285	10%	$145,157	
Third Party HW/SW	$790,051	10%	$711,046	
Vigilant Fixed & Mobile Hardware	$313,104	10%	$281,794	
PremierOne Services	$2,955,658	0%	$2,955,658	
Vigilant Services	$38,097	0%	$38,097	
Total	**$6,292,834**		**$5,962,926**	
Existing Motorola CommandCentral Partner			($195,778)	
Contract for full system as proposed with 10 yrs of Maintenance			($1,103,728)	
Fully Executed Contract by Sept 26, 2019			($300,000)	
		Final System Total	**$4,363,420**	

Description		List	Multi-year discount	Discounted Price
Maintenance & Updates: **- 10 Yrs of Maintenance (CAD & RMS)** **- 10 Yrs of Maintenance (Jail)** **- Incremental Software and Feature Updates** **- 1 Motorola provided Hardware Upgrade** **- 3 Major Software Upgrades** **- Motorola Personnel on site for major upgrades** **- E-Citation Application Subscription (Yrs 2-10)** **- Motorola Software Summit (Registration, Lodging, Airfare, Included for four (4) People, 10 Yrs)** **- CommandCentral Aware Subscription (Yrs 3-10)**	**Year 1**	Warranty	Warranty	Warranty
	Year 2	$708,108	$0	$708,108
	Year 3	$817,164	($73,028)	$744,136
	Year 4	$831,443	($73,028)	$758,415
	Year 5	$846,150	($73,028)	$773,122
	Year 6	$861,298	($73,028)	$788,271
	Year 7	$876,901	($73,028)	$803,874
	Year 8	$892,973	($73,028)	$819,945
	Year 9	$909,526	($73,028)	$836,498
	Year 10	$926,576	($73,028)	$853,548
			Final Services Total	**$7,085,915**
	List	**Discounted**	**Incentive**	**Final Price**
Final System & Services Totals	**$13,962,972**	**$13,633,064**	($2,183,729)	**$11,449,336**

SECTION 8

TERMS AND CONDITIONS

The Terms and Conditions are on the following pages.

Computer Aided Dispatch and Records Management System And Services Agreement

Motorola Solutions, Inc. a Delaware corporation ("Motorola") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and City of Glendale, AZ ("Customer" or "City") enter into this Computer Aided Dispatch ("CAD") and Records Management System and Services Agreement ("Agreement,") pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

RECITALS

WHEREAS, Customer desires to purchase from Motorola and Motorola desires to sell to Customer a Communications System as more fully described in Exhibit C-2; and

On July 24, 2018, the Houston-Galveston Area Council entered into a contract with Contractor to purchase the goods and services described in the Cooperative Agreement – Motorola Solutions, Inc. – Public Services – 18 -00196 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the Customer.

Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.

Section 2-149 also provides that the Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.

D. The City desires to contract with Motorola for supplies or services identical, or nearly identical, to the supplies or services Motorola is providing other units of government under the Cooperative Purchasing Agreement. Motorola consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Motorola desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

WHEREAS, Motorola and Customer now wish to enter into this Agreement to delineate the specific terms of the purchase of radio communications equipment from Motorola by Customer.

For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A Software License Agreements
Exhibit A-1 "Motorola Software License Agreement"
Exhibit A-2 Microsoft "End-User License Agreement(s)", if applicable
Exhibit A-3 "Microsoft Products terms", if applicable
Exhibit A-4 "ESRI OEM Software terms", if applicable

Exhibit B "Payment Schedule"
Exhibit C Technical and Implementation Documents
C-1 "Pricing Summary and Equipment List" dated August 30, 2019.
C-2 "System Description" dated August 30, 2019.
C-3 "Project Plan and Statement of Work" dated August 30, 2019.
C-4 "Acceptance Test Plan" or "ATP" (to be mutually developed during implementation)
C-5 "Project Schedule" (to be mutually developed)
C-6 "Training Plan" (to be mutually developed)
Exhibit D "Maintenance and Support Agreement", if applicable
Exhibit E "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through E will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"**Acceptance Tests**" means those tests described in the Acceptance Test Plan, as applicable.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all non-public information consistent with the fulfillment of this Agreement provided by either Party to the other that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

"Contract Price" means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, "Payment Schedule" or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

"**Customer Provided Equipment**" means any hardware, software or ancillary equipment provided for use with the System by the Customer. Motorola provides no warranty for Customer Provided Equipment.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"**Derivative Proprietary Materials**" means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

"**Feedback"** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

"**Final System Acceptance**" means the Live Operations Cutover and any applicable reliability period have been completed and the System Acceptance Certificate has been memorialized.

"Force Majeure" means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"**Live Operations Cut Over**" means the transition of operations from the legacy system to the System.

"Microsoft Product" means a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, either or both of which may be integrated with the Motorola Products. Microsoft Products are subject to the following acknowledgement: "© Copyright 2017__ Microsoft Corporation. All rights reserved."

"Motorola Software" means software that Motorola or its affiliated companies owns.

"Non-Motorola Software" means software provided by Motorola that a party other than Motorola or its affiliated companies owns, including software licensed by the third party to Motorola for distribution to Motorola's customers with the Software, such as mapping software, database software, paging software, or open source software.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Materials" means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, Utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets,

trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

"Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A-1).

"Solution" means the combination of the System(s) and Services provided by Motorola under this Agreement.

"Solution Data" means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

"Specifications" means the functionality and performance requirements that are described in the Technical and Implementation Documents.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

"System" means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

"**System Data**" means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

"System Acceptance" means the Acceptance Tests have been successfully completed.

"Utilities" means the software utilities and tools provided by Motorola as part of the Software, including Motorola's XML Query, ODBC interface and implementation code, ctperl, dbdump, and dbload, as well as any other software utilities provided by Motorola in connection with the Software.

"Warranty Period" for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. SCOPE OF WORK. Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will

perform its contractual responsibilities in accordance with this Agreement.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Agreement in accordance with Change Control Process in Technical and Implementation Documents. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. The Customer is purchasing supplies and/or services from Contractor pursuant to the Cooperative Purchasing Agreement. According to Article 2 of the Special Provisions of the Cooperative Purchasing Agreement, purchases can be made by governmental entities from the date of award, which was July 25, 2018 and may exceed the term of Cooperative Purchasing Agreement. The initial period of this Agreement, therefore, is the ten (10) year period from the Effective Date. Glendale renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such renewal.

3.4 **TERMINATION.**

3.4.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

a. Motorola will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

b. Motorola will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

3.4.2 For Cause. City may terminate this Agreement for cause if Motorola fails to cure any material breach of this Agreement within thirty days after receipt of written notice specifying the breach.

a. Motorola will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Motorola for Services furnished, City will pay the amount due to Motorola, less City's damages.

b. If City's direct damages exceed amounts otherwise due to Motorola, then Motorola must pay the difference to City within 30 days upon demand; however, Motorola will not be subject to consequential damages more than $1,000,000 or the amount of this Agreement, whichever is greater.

3.5. ADDITIONAL EQUIPMENT OR SOFTWARE. For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless

signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.8. SHARED AGENCY ARRANGEMENTS. If Customer and another agency (a "Shared Agency") desire to enter into an arrangement whereby Customer will act as a "Host Agency" and permit the Shared Agency to access the Software through Customer, the Shared Agency and Motorola will execute a Shared Agency Agreement for such arrangement and attach it to this Agreement as an additional exhibit. Unless otherwise expressly agreed in the Shared Agency Agreement, Motorola will invoice Customer for the full fees set forth in Exhibit B and Customer will be responsible for timely payment of such fees. Customer may at its option seek reimbursement from Shared Agencies for their share of such fees. However, if at any time a Shared Agency elects to purchase licenses to additional Motorola Software modules for its own use, the party responsible for payment and the payment terms will be mutually agreed in writing by the parties. Customer shall require the Shared Agency to comply with the terms of the Motorola Software License Agreement and Exhibits A-2, A-3, and A-4 as applicable, and shall notify Motorola and cooperate as reasonably requested by Motorola in the event of any non-compliance by the Shared Agency.

3.9. COOPERATIVE PURCHASING. Upon request of a third party state or local agency located in the same state as Customer (the "New Agency"), Motorola will negotiate an agreement with such New Agency that contains the same terms and conditions as this Agreement (excepting the terms described below), subject to the eligibility and validity of such cooperative arrangement under state law, and provided that Motorola and the New Agency agree in writing upon the software, products and Services to be licensed and purchased by the New Agency and the prices thereof, which shall be paid by the New Agency. Motorola shall require the New Agency's to comply with the terms of the Motorola Software License Agreement. New Agency's use of Microsoft or ESRI OEM software is subject to the terms of Exhibits A-2, A-3, and A-4 respectively, as applicable.

3.10. THIRD PARTY PRODUCTS.

3.9.1 THIRD PARTY PRODUCTS. Customer acknowledges that Non-Motorola Software is included in the Solution. Further, Motorola may recommend purchase of additional third party software. In such case, Customer agrees to purchase from Motorola the third party software and hardware identified in Exhibit C. Motorola makes no representations or warranties with respect to third party software or hardware, but agrees to pass through to Customer any warranties provided by the manufacturers of such products, to the extent permitted.

3.10.2 MICROSOFT PRODUCTS

a. As to any Microsoft Products being furnished, the Microsoft software for those Microsoft Products is sublicensed to Licensee from Motorola pursuant to the Customer's Motorola Software License Agreement and is subject to the additional Microsoft End-User License Agreement terms, Exhibit A-2 and Microsoft Products terms, Exhibit A-3.

3.10.3 ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the provisions in ESRI OEM Software terms, Exhibit A-4, apply concerning the ESRI OEM Software.

3.11. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.12. OPTIONAL EQUIPMENT OR SOFTWARE. This paragraph applies only if a "Priced Options" exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

3.13 INTENTIONALLY OMITTED.

3.14 UTILITIES; RESTRICTIONS ON USAGE.

3.14.1 UTILITIES. Motorola provides certain software Utilities as part of the Software. Motorola may add, modify, or remove Utilities from the Software during the term of this Agreement. The Utilities contain material that is proprietary to Motorola and/or its licensors, and may be used only as permitted by this Agreement.

3.14.2 USE OF UTILITIES. Customer is permitted to use the Utilities for read-only operations in connection with the authorized use of the Software, but may not allow third parties to use the Utilities unless an authorized official of Motorola consents in writing. Customer is also permitted to use the Utilities to write to Motorola's database, but any such use is solely at Customer's risk, as set forth in Section 3.14.3 below. Motorola strongly advises Customer to limit any such usage to personnel who have advanced training and experience in the use of such software tools.

3.14.3 DISCLAIMER. Motorola permits customers to use the Utilities, as set forth above. However, there is a high risk of data corruption and system slowdown or damage that may result from Customer's use of the Utilities or other software tools. Customer assumes all risk and is responsible for any damages arising from or in connection with such use, regardless of Motorola's approval. Further, Motorola disclaims all liability for damages caused by Customer's use of the Utilities. Motorola is NOT responsible for any breach of warranty, dam-ages to the Software or its database, data corruption, support issues, security issues or performance issues arising out of Customer's or a third party's use of the Utilities (even if permitted by Motorola) or use of any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. MAINTENANCE AND SUPPORT SERVICES. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the Statement of Work set forth in the applicable Exhibit D, Maintenance and Support Agreement. Maintenance Services and support during the Warranty Period are included in the Contract Price. Customer's purchase of post Warranty Period Maintenance and Support services is subject to the terms and conditions of Exhibit D. If after the execution of this Agreement Customer subsequently wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, and installation Services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to those maintenance, support, and installation Services will be included in the Maintenance and Support Agreement, the applicable Statements of Work, and the proposal. These collective terms will govern the provision of such Services. Unless otherwise agreed in writing, Motorola reserves the right to change its pricing of Maintenance and Support services, effective upon no less than ninety (90) days written notice to Customer prior to the end of the Warranty Period, if such Services were quoted but not purchased at the time of the System sale. Maintenance and Support fees that have been previously prepaid by Customer are not affected by any subsequent change in such fees.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Maintenance and Support Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. TOOLS. All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. COVENANT NOT TO EMPLOY. During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer 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.

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.7.1 LOCATION OF SOFTWARE. Customer may install, access and use the Software only in Customer's own facilities, including any authorized mobile sites. Such mobile devices may log in and access the Software remotely from any location. Customer shall give Motorola two (2) weeks prior written notice of any change in the location of Customer's primary facility where the server-based Software is installed. However, if an immediate change in location is required due to an emergency or disaster recovery, Customer may do so provided that it notifies Motorola as soon as is feasible. Except as provided above, Customer shall not install the Software in any other computer system or use it at any other location without Motorola's express prior authorization, which will not be unreasonably withheld.

4.7.2 RESTRICTIONS, COPIES. Customer will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or related documentation to any third party, grant any sublicense or other rights in the Software or related documentation to any third party, or take any action that would cause the Software or related documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's Proprietary Rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software, except as necessary for system backup or disaster recovery. Customer may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Motorola's copyright notice is included, and Customer may not operate that copy of the Software at the same time as the original Software is being operated. Customer may make as many copies of the documentation as it may reasonably require for the internal use of the Software. The foregoing restrictions on modifications and copying do not apply to open source software, which is governed by the license of the copyright owner.

4.7.3 CUSTOMER USE ONLY. Customer may use and execute the Software only for purposes of serving the internal needs of Customer's business, except as specifically set forth in this Agreement. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Customer will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar rental or sharing arrangement, except as expressly authorized in writing by Motorola.

4.7.4 THIRD PARTY ACCESS AND QUERIES. Except as expressly authorized in writing by Motorola, (i) Customer may not allow any other agency, entity, or individual to use or have access to the Software in any manner other than inquire-only; and (ii) such queries may be conducted solely for Customer's internal business purposes. Customer may not query the Software, or permit any third party to query the Software, for a third party's business purposes.

4.7.5 COMPETITIVE USE. Customer may not utilize or permit a third party to access or utilize any part

of the Software (including the Utilities) in any manner that competes, directly or indirectly, with any product or Service provided by Motorola, without the express written permission of Motorola. This includes, without limitation, using the Software (or its Utilities) to develop any software, interfaces, or other products that compete with Motorola's products or Services, or using interfaces or other products connecting to the database of the Software in connection with a third party's competing product.

4.7.6 ADDITIONAL COMPONENTS. Other components (hardware and/or third party software) may be required for the use of the Software. For example, unless otherwise detailed in the Technical and Implementation Documents, Customer is required to provide workstations and personal computers, network, operating system, Internet connectivity and other components (e.g., cables, and wiring) associated with and necessary to effectively use the system that are typically supplied by the customer of such a system. Motorola has provided hardware specifications to Customer for use of the Software system. Motorola assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

4.7.7 PROPER ENVIRONMENT. Customer is responsible for ensuring a proper environment and proper utilities for the computer system on which the Software will operate, including housing and operating the server equipment in a secure environment and according to the specifications for the equipment as specified by its manufacturer. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the Software system. Before installing the Software or any related hardware at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this section.

4.7.8 DATA CONVERSION SERVICES. If the parties have agreed that Motorola (or its subcontractor) will convert Customer's data files for use with the Software, such services will be set forth in Exhibit C and detailed in a data conversion scope of work. Except as agreed by the parties in writing, Motorola is not responsible for any data conversion services.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. NON-PRECLUSION. If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

Section 5 PROJECT SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Project Schedule. Unless otherwise agreed in writing, the Project Schedule is based upon work being accomplished Monday through Friday during normal business hours with the exception of holidays. On-site work activities will be performed Tuesday through Thursday during normal business hours.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is $11,449,336, plus any applicable taxes. If applicable, a pricing summary is included with the Payment schedule. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed and invoiced according to the pricing pages of the proposal, Exhibit B, or the applicable Addendum. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

6.3. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.4. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_ Chief of Police
Address: 6835 North 57th Drive, Glendale, AZ 85301
Phone:___623-930-3000
Email:_____

The address which is the ultimate destination where the Equipment will be delivered to Customer is:
Name:_____
Address: 6835 North 57th Drive, Glendale, AZ 85301

The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:_____
Address:_ 6835 North 57th Drive, Glendale, AZ 85301
Phone:_____

Customer may change this information by giving written notice to Motorola.

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits,

zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

7.4 CUSTOMER PROVIDED EQUIPMENT. Customer will hold all Customer Provided Equipment free and clear of any liens, charges, or encumbrances of any kind. Customer, at its sole cost and expense will maintain Customer Provided Equipment in good working order and repair, and will provide spare parts for all Customer Provided Equipment. Customer will be fully liable for Customer Provided Equipment and will immediately notify Motorola of any Customer Provided Equipment damage, loss, or theft that may impact Motorola's ability to provide Services under this Agreement. Customer will compensate Motorola for any re-work or changes to Services, and allow for changes to Project Schedule as a result of damage, loss or theft of Customer Provided Equipment. For all Customer Provided Equipment, (i) Customer is responsible for resolving issues affecting the performance of CAD application software; (ii) not provided per the agreed upon specification and within the project schedule time frame, the project is subject to delay.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Training Plan (Exhibit C-6). Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer: (i) reschedules a training program less than thirty (30) days before its scheduled start date; (ii) does not adhere to the session attendance outlined in the Training Plan; Customer will compensate Motorola in whole for these additional costs.

Section 9 SYSTEM ACCEPTANCE

Most Systems require formal completion of an Acceptance Test Plan. If Customer is purchasing a System that does not require acceptance testing, then only Sections 9.3, 9.4, and 9.5 apply.

9.1 COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2 SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but Customer reported anomalies will be validated and corrected according to a mutually agreed schedule.

9.3 LIVE OPERATION CUTOVER. Following System Acceptance, if applicable, transition to the live production use of the System will be conducted as set out in the Statement of Work and the Live Operations Cutover ("Go-Live") plan and constitute Beneficial Use.

9.4 BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance and Live Operation Cutover. Therefore, Customer will not commence Beneficial Use before System Acceptance and Live Operation Cutover without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.5 FINAL SYSTEM ACCEPTANCE. Final System Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final System Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate (Exhibit D).

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use or Go-Live, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; or Customer changes to load usage or configuration outside the Specifications or Customer network availability.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment. In no event does the Warranty Period exceed 12 months from Live Operations Cut Over or Beneficial Use, whichever occurs first.

10.3. SOFTWARE WARRANTY. Except as otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. The warranty set forth Section 10.1 shall apply only to the most current version of the Software issued by Motorola. Issuance of updated versions of the Software does not result in a renewal or extension of the Warranty Period. Motorola assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Software. Such warranty also excludes non-performance issues that result from Non Motorola Software or hardware malfunctions or defects; modification of the Software by any person other than Motorola, or defects or problems that are outside the reasonable control of

Motorola, including defects or damage resulting from use of the Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; or Customer's failure to comply with all applicable industry standards. Customer will reimburse Motorola for its reasonable time and expenses for any Services provided at Customer's request to remedy excluded non-performance issues. Additionally, Motorola is not responsible for any problems or errors with the Software or Customer's system resulting from Customer's use of the Utilities (e.g., ctperl, dbload or ODBC) in any manner other than read-only. Customer expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Customer's database or cause other problems with its system.
If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

10.4. EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; (vii) Customer Provided Equipment or equipment not provided by Motorola; and (viii) normal or customary wear and tear. Motorola is not responsible for obsolescence of the Software that may result from changes in Customer's requirements.

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services 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. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6 THIRD PARTY PRODUCTS. Notwithstanding any provisions herein to the contrary, the warranty provisions of Exhibit A-3 and Exhibit A-4 apply respectively to Microsoft Products and ESRI OEM Software.

10.7. WARRANTY CLAIMS. To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.8. ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or

governmental use only, and are not assignable or transferable.

10.9. DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. In addition, Motorola disclaims any warranty to any person other than Customer with respect to the Software or Documentation. Customer agrees that Motorola is not responsible, and Motorola disclaims all liability for any claims or damages arising out of or related to any unauthorized persons hacking into or accessing Customer's database or the Software.

Section 11 DELAYS

11.1. FORCE MAJEURE. Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER. If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

11.3 SOFTWARE SUPPORT. Support for Software will be provided during System deployment. If the "Go-Live" date, as reflected in the Schedule, is delayed for greater than thirty (30) days for any reason beyond Motorola's control, Motorola will continue to provide Software support during the remainder of the deployment of the System at the then current support rates. In the case of delay or Schedule modifications, the Parties will execute a Change Order to reflect the duration of the extended Software support and the applicable fees.

Section 12 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of Arizona, the State in which the System is installed.

12.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request

that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in the State of Arizona, County of Maricopa, over any claim or matter arising under or in connection with this Agreement.

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13 DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement - including the Maintenance and Support Agreement (Exhibit D) or any Statement of Work executed by the Parties- and does not correct such breach within a reasonable time, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan. Repudiation or failure to accept the Software without cause constitutes a material breach of this Agreement.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

13.3 SUPPORT REQUIRED. Customer is required to continue purchasing support and maintenance Services from Motorola throughout the term of this Agreement, as a condition to the license of the Software under this Agreement. This Agreement shall automatically terminate if Customer ceases paying the required fees for maintenance and support of the Software, unless Motorola terminates the Support Agreement without cause.

13.4 EFFECT OF TERMINATION. Upon termination of this Agreement, all rights to Software granted to Customer will terminate and revert to Motorola and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Customer's possession or use of the Software, Customer must return or destroy, as requested by Motorola, all copies of the Software and Non-Motorola Software in Customer's possession, and all related Documentation, Confidential Information and other materials pertaining to the Software (including all copies thereof). However, the

recipient of Confidential Information may retain one (1) archival copy of such Confidential Information (excluding the Software, Non-Motorola Software, and related Documentation), which it may use only in case of a dispute concerning this Agreement. Customer agrees to certify Customer's compliance with such obligations, and that Customer is no longer using the Software, upon Motorola's request. Customer will permit Motorola to repossess the Software and any products sold hereunder for which Customer has not fully paid the license fees or purchase price, as applicable. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will defend, indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer 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, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will defend, indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement

would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law. 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, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. 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.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not disclose the Software or its related documentation to any competitor of Motorola; (iv) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (v) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (vi) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vii) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of

this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. The Software and all related documentation and materials provided by Motorola are licensed (not sold) to Customer. Motorola and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Software and Non-Motorola Software respectively, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Motorola and its licensors specifically reserve all rights not expressly granted to Customer in this Agreement. Customer must keep the Software free and clear of all claims, liens, and encumbrances. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties, and derivatives thereof (collectively, "Proprietary Materials"). The Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials.

16.4 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.5 DATA AND FEEDBACK.

16.5.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data""), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.5.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.5.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. 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 Customer. 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. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.10. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.11. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.9 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.12. ENTIRE AGREEMENT. This Agreement, including all Attachments, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a

image, of a signature, shall be treated as and shall have the same effect as an original signature. 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. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

17.13 Non-discrimination. Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

17.14 **No Boycott of Israel**. The Parties agree that they are not currently engaged in and agree that for the duration of the Agreement they will not engage in, a boycott of Israel, as that term is defined in A.R.S. §35-393.

17.15 Conflict of Interest. This Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

17.16 Insurance. For the duration of the term of this Agreement, Motorola shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, employee(s)

17.16.1 **Scope and Limit of Insurance.** Coverage must be at least as broad as:

a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **$1,000,000** per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than **$1,000,000** per accident for bodily injury and property damage.

c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than **$1,000,000** per accident for bodily injury or disease.

17.16.2 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Motorola shall furnish the City with PDF certificates and any required amendatory endorsements. All certificates and any required endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance, certificates or any required endorsements prior to the City's agreement that work may commence shall not waive the Consultant's

obligations to obtain and verify insurance coverage as otherwise provided in this Section.

17.17 TIME OF THE ESSENCE. The Parties acknowledge that Customer's continued eligibility for federal grant funding requires, inter alia, that Customer achieve National Incident Based Reporting System (NIBRS) compliance on or before January 1, 2021. Operability of RMS/NIBRS solutions ("NIBRS Services) are essential to achieving NIBRS compliance. The Parties, therefore, agree that the scheduled completion of the NIBRS Services by or before December 30, 2020, is of the essence of this Agreement. Motorola agrees to proceed with due diligence, taking necessary precautions and making necessary arrangements to ensure that the RMS/NIBRS solutions are completed by December 30, 2020. Motorola shall fulfill this requirement of the contract by December 30, 2020, contingent upon receiving the executed Agreement by September 27, 2019. If Motorola fails to complete delivery of the NIBRS Services by December 30, 2020, Motorola agrees to the assessment of liquidated damages of $1,000 per day for each day it fails to complete the NIBRS Services beyond the scheduled completion date. Any liquidated damages assessed will be capped at the cumulative amount of $250,000; and Motorola will receive a day for day credit for each day caused by an excuseable delay, delays caused by the City, or an event of Force Majeure.

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

Motorola Solutions, Inc.

By: _____

Name: Larry Mabry

Title: MSSSI Vice President & Director Sales

Date: 9/5/2019

Customer

By: _____

Name: Kevin R. Phelps

Title: City Manager

Date: 9/26/2019

ATTEST:

_____
City Clerk

Approved as to form

_____
City Attorney

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and City of Glendale, AZ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and in consideration of the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products.

If Exhibit C-2 lists one or more agencies of Customer as "Authorized Users," Shared Agencies, or a similar term, or otherwise identifies the agencies that the parties intend to use the Software, then, notwithstanding any other terms of this Agreement, the parties acknowledge and agree that all rights and licenses granted under this Agreement for the use of the Software and related materials are granted solely to such Authorized Users, including Shared Agencies, and their personnel. As required by the Primary Agreement, Customer will require Authorized Users including Shared Agencies to commit in writing to the obligations in the Software License Agreement. Additional agencies may be added to Exhibit C-2 as Authorized Users, or may be added as Shared Agencies pursuant to Section 3.8 of the Primary Agreement, by mutual written agreement of Customer and Motorola, subject to payment of the applicable license and support fees for the additional agencies.

This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3. If the Designated Products being acquired by Licensee include a Microsoft SQL Server or a Microsoft System Center Operations Manager, the Microsoft software for these Microsoft Products is sublicensed to Licensee from Motorola and is subject to additional Microsoft End-User License Agreement terms.

3.4 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable its employees, agents, and independent contractors and any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee

may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software. Licensee is liable for any breach of this Agreement by any of its employees, agents, or independent contractors.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial

computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes

applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit A-2

Microsoft End User License Agreements, if applicable

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2017 IoT ENTERPRISE CORE

These license terms are an agreement between you and:

- the server manufacturer that distributes the software with the server; or
- the software installer that distributes the software with the server.

Please read them. They apply to the software included on the server, which includes the media on which you received the software, if any.

The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, Microsoft, and not the manufacturer or installer, licenses those to you. Printed paper license terms, which may come with the software, take place of any on-screen license terms.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, CONTACT THE MANUFACTURER OR INSTALLER TO DETERMINE ITS REFUND POLICY FOR A REFUND OR CREDIT.

IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER. If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2017 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

The software enables Microsoft to collect telemetry by default. You may turn off telemetry at the Server and client levels by following the instructions at http://go.microsoft.com/fwlink/?LinkID=733886. There are separate controls to turn off telemetry at the Server level and the client level. If you turn off telemetry at the Server level only, Microsoft will collect telemetry through the client level unless you also turn off telemetry at the client level.

***

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

1. OVERVIEW.

1.1 Software. The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2 License Model. The software is licensed based on the number of physical and/or virtual

cores in the server.

1.3 Licensing Terminology.

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE").** An "operating system environment" or "OSE" is

  (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

  (ii) instances of applications, if any, configured to run on the operating system instance or part identified above.

  A physical hardware system can have either or both of the following:

  (i) one physical operating system environment;

  (ii) one or more virtual operating system environments.

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

  A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server.

2. USE RIGHTS.

2.1 Licensing a Server. The manufacturer or installer has determined a certain number of server software licenses and assigned those licenses to the server with which the software was distributed. Before you run instances of the server software on the server, you must determine the number of software licenses required based on the options described below. You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server

software licenses to run your instances of the server software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.

2.2 Determining the Number of Licenses Required. You have two license options:

(a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server subject to a minimum of four licenses per processor.

(b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number of licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3 Assignment of the Required Number of Licenses to the Server.

(a) The software license is permanently assigned to the server with which you acquired the software. That server is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

(b) You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server software licenses to run your instances of the server software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

(a) Physical Cores on a Server. For each server that is assigned licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in a number of physical and/or virtual OSEs equal to the number of licenses assigned to that server. Thereafter, for each additional license that you assign to the licensed server under section 2.2(a), you may run instances of the server software in an additional OSE on that licensed server.

(b) Individual Virtual OSE. For each virtual OSE that is assigned licenses as provided in section 2.2(b), you have the right to run any number of instances of the server software in that virtual OSE.

2.5 Alternative Versions and Editions. In place of any permitted instance, you may create, store and use an instance of any earlier version or lower edition.

This agreement applies to your use of these other versions or editions in this manner. If the earlier version or edition includes components not covered in this agreement, the terms that are associated with those components in the earlier version or edition apply to your use of them. Neither the manufacturer or installer, nor Microsoft is obligated to supply any prior or different versions or editions of the software to you.

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

2.6 Running Instances of the Additional Software. You may run or otherwise use any

number of instances of the additional software listed below in physical or virtual operating system environments on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Client Tools Connectivity
- Documentation Components

2.7 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

3.1 Specific Use. The manufacturer or installer designed this server for a specific use. You may only use the software for that use

You may only use the software with the integrated software application or suite of applications installed by the manufacturer or installer on the system ("Integrated Application").

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, and preventative maintenance for this server.

3.2 Maximum Instances. The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

3.3 Multiplexing. Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software (sometimes referred to as "multiplexing" or "pooling"),

does not reduce the number of licenses of any type that you need.

3.4 No Separation of Server Software. You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

3.5 SQL Server Reporting Services Map Report Item. Reporting Services Map Item may use Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

3.6 Included Microsoft Programs. The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=298186. Microsoft is making these programs available to you as a convenience only, and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

3.7 Runtime-Restricted Use Software. The software is "Runtime Restricted Use" software.

You may only use the software to run the Integrated Application. You may not use the software to develop new applications, databases, or tables. You also may not use the software with existing applications, databases, or tables, other than those in the Integrated Application. You may, to configure or extend the Integrated Application, use a tool to run queries or reports from existing tables, or use a development environment or workbench that is part of the Integrated Application.

4. **THIRD PARTY NOTICES.** The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.

5. **PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for use of the keys assigned to you. You may not share the keys with third parties. You may not use keys assigned to third parties.

6. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

7. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.

8. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

9. **SCOPE OF LICENSE.** The software is licensed, not sold. Unless applicable law gives you more rights, Microsoft reserves all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. You may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

   - work around any technical limitations in the software;
   - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent: (i) permitted by applicable law, despite this limitation or (ii) required to debug changes to any libraries licensed under the GNU Lesser Public License that are included with and linked to by the software; make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
   - publish the software, including any application programming interfaces included in the software, for others to copy;
   - share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
   - rent, lease or lend the software; or
   - use the software for commercial software hosting services.

   You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

10. **CANADA.** You may stop receiving updates by turning off the automatic update feature or by

turning off Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.

11. **BACKUP COPY, SECONARY BOOT COPY, AND RECOVERY COPY.**

    11.1 Back up Copy. You may make one backup copy of the software media. You may use it only to create instances of the software.

    11.2 Recovery Copy. You may use recovery copy solely to repair or reinstall the server software on the server.

12. **DOCUMENTATION.** Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

13. **RESTRICTED USE.** The Microsoft software was designed for systems that do not require fault-tolerant performance. You may not use the Microsoft software in any device or system in which a failure or fault of any kind of the software could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

14. **LEASED HARDWARE.** If you lease the server from the manufacturer or installer, the following additional terms shall apply

    (a) you may not transfer the software to another user as part of the transfer of the server, whether or not a permanent transfer of the software with the server is otherwise allowed in these license terms;

    (b) your rights to any software upgrades shall be determined by the lease you signed for the server; and

    (c) you may not use the software after your lease terminates, unless you purchase the server from the manufacturer or installer.

15. **GENUINE PROOF OF LICENSE.** If you acquired the software on the server, a disc, or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies the licensed software. To be valid, this label must be affixed to the server or appear on the manufacturer's or installer's software packaging. Certificate of Authenticity labels for additional licenses will be affixed to packaging by the manufacturer or installer. If you receive the label in any other manner, it is invalid. You should keep the label on the server or retain any labels on the packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

16. **TRANSFER TO A THIRD PARTY.** You may transfer the software only with the licensed server, all Certificate of Authenticity label(s), any additional licenses included with the server, and this agreement directly to a third party. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. You may not retain any instances of the software unless you also retain another license for the software. The provisions of this section do not apply if you acquired the software as a consumer in Germany or in any of the countries listed on this site (aka.ms/transfer), in which case any transfer of the software to a third party, and the right to use it, must comply with applicable law.

17. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

18. **SUPPORT SERVICES.** Contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support as described at www.support.microsoft.com/common/international.aspx.

19. **ENTIRE AGREEMENT.** This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire

agreement for the software and support services.

20. APPLICABLE LAW.

20.1 **United States.** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

20.2 **Outside the United States.** If you acquired the software in any other country, the laws of that country apply.

21. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

22. NO WARRANTIES FOR THE SOFTWARE. The software is provided "as is". You bear all risks of using it. Microsoft gives no express warranties, guarantees, or conditions. Any warranties you receive regarding the device or the software do not originate from, and are not binding on, Microsoft, or its affiliates. When allowed by your local laws, the manufacturer or installer and Microsoft exclude implied warranties of merchantability, fitness for a particular purpose and non-infringement.

23. LIMITATION ON AND EXCLUSION OF DAMAGES. EXCEPT FOR ANY REFUND THE MANUFACTURER OR INSTALLER MAY PROVIDE, YOU CANNOT RECOVER ANY DAMAGES, INCLUDING CONSEQUENTIAL, LOST PROFITS, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES.

This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses, or
- the manufacturer or installer, or Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

24. FOR AUSTRALIA ONLY. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

For further information regarding this warranty and to claim expenses in relation to the warranty (if applicable), please contact the manufacturer or installer; see the contact information provided in the system packaging.

MICROSOFT SOFTWARE LICENSE TERMS

MICROSOFT SQL SERVER 2017 IoT STANDARD

These license terms are an agreement between you and:

- the server manufacturer that distributes the software with the server; or
- the software installer that distributes the software with the server.

Please read them. They apply to the software included on the server, which includes the media on which you received the software, if any.

The terms also apply to any Microsoft

- updates,
- supplements,
- Internet-based services, and
- support services

for this software, unless other terms accompany those items. If so, those terms apply. If you obtain updates or supplements directly from Microsoft, Microsoft, and not the manufacturer or installer, licenses those to you. Printed paper license terms, which may come with the software, take place of any on-screen license terms.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, CONTACT THE MANUFACTURER OR INSTALLER TO DETERMINE ITS REFUND POLICY FOR A REFUND OR CREDIT.

IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER. If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2017 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

The software enables Microsoft to collect telemetry by default. You may turn off telemetry at the Server and client levels by following the instructions at http://go.microsoft.com/fwlink/?LinkID=733886. There are separate controls to turn off telemetry at the Server level and the client level. If you turn off telemetry at the Server level only, Microsoft will collect telemetry through the client level unless you also turn off telemetry at the client level.

***

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

1. OVERVIEW.

1.1 Software. The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2 License Model. The software is licensed based on either the:

(a) Core License Model – the number of physical and/or virtual cores in the server; or

(b) Server + Client – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of the server software.

1.3 Licensing Terminology.

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE").**

  An "operating system environment" or "OSE" is

  (i) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

  (ii) instances of applications, if any, configured to run on the operating system instance or parts identified above.

  A physical hardware system can have either or both of the following:

  (i) one physical operating system environment;

  (ii) one or more virtual operating system environments.

  A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

  A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.

2. USE RIGHTS FOR CORE LICENSE MODEL.

2.1 Licensing a Server. The manufacturer or installer has determined a certain number of server software licenses and assigned those licenses to the server with which the software was distributed. Before you run instances of the server software on a server, you must determine the number of software licenses required based on the options described below.

You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server software licenses to run your instances of the server software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.

2.2 Determining the Number of Licenses Required. You have two license options:

(a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server subject to a minimum of four licenses per processor.

(b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number of licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3 Assignment of the Required Number of Licenses to the Server.

(a) The software licenses are permanently assigned to the server with which you acquired the software. That server is considered the "licensed server" for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

(b) You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server software licenses to run your instances of the server software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

(a) Physical Cores on a Server. For each server that is assigned licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

(b) Individual Virtual OSEs. For each virtual OSE that is assigned licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

2.5 No Client Access Licenses (CALs) Required for Access. Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1 Assignment of the License to the Server.

(a) The software license is permanently assigned to the server with which you acquired the software. That server is considered the "licensed server" for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

(b) You must ensure that you received the appropriate number of licenses with the server. Certificate of Authenticity label(s) may be found affixed to the server and/or in the manufacturer's or installer's software packaging. You may need to acquire additional server software licenses to run your instances of the server software. Any additional licenses you acquire from the manufacturer or installer will be subject to these license terms. Licenses you acquire from other sources will be subject to the terms that accompany them.

3.2 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.3 Client Access Licenses (CALs).

(a) Initial Assignment of CALs. You must acquire and assign a SQL Server 2017 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

(b) Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

(c) Reassignment of CALs. You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

4.1 Specific Use. The manufacturer or installer designed this server for a specific use. You may only use the software for that use.

You may only use the software with the integrated software application or suite of applications installed by the manufacturer or installer on the system ("Integrated Application").

You may not use the software to support additional software programs or functions, other than utilities or similar software used solely for administration, performance enhancement, and preventative maintenance for this server.

4.2 Alternative Versions and Editions. In place of any permitted instance, you may create,

store and use an instance of any earlier version or lower edition.

This agreement applies to your use of these other versions or editions in this manner. If the earlier version or edition includes components not covered in this agreement, the terms that are associated with those components in the earlier version or edition apply to your use of them. Neither the manufacturer or installer, nor Microsoft is obligated to supply any prior or different versions or editions of the software to you.

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

4.3 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.4 **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Client Tools Connectivity
- Documentation Components

4.5 **Creating and Storing Instances on Your Servers or Storage Media**. You have the additional rights listed below for each software license you acquire.

(a) You may create any number of instances of the server software and additional software.

(b) You may store instances of the server software and additional software on any of your servers or storage media.

(c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

4.6 **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software (sometimes referred to as "multiplexing" or "pooling"),

does not reduce the number of licenses of any type that you need.

4.7 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.8 **SQL Server Reporting Services Map Report Item.** Reporting Services Map Item may use Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

4.9 **Included Microsoft Programs.** The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=298186. Microsoft is making these programs available to you as a convenience only, and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

4.10 Runtime-Restricted Use Software. The software is "Runtime Restricted Use" software. You may only use the software to run the Integrated Application. You may not use the software to develop new applications, databases, or tables. You also may not use the software with existing applications, databases, or tables, other than those in the Integrated Application. You may, to configure or extend the Integrated Application, use a tool to run queries or reports from existing tables, or use a development environment or workbench that is part of the Integrated Application.

5. **THIRD PARTY NOTICES.** The software may include third party components with separate legal notices or governed by other agreements, as may be described in the ThirdPartyNotices file accompanying the software. Even if such components are governed by other agreements, the disclaimers and the limitations on and exclusions of damages below also apply.

6. **PRODUCT KEYS.** The software requires a key to install or access it. You are responsible for use of the keys assigned to you. You may not share the keys with third parties. You may not use keys assigned to third parties.

7. **INTERNET-BASED SERVICES.** Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

8. **BENCHMARK TESTING.** You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.

9. **.NET FRAMEWORK SOFTWARE.** The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

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11. **SCOPE OF LICENSE.** The software is licensed, not sold. Unless applicable law gives you more rights, Microsoft reserves all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. You may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

    - work around any technical limitations in the software;
    - reverse engineer, decompile or disassemble the software, or otherwise attempt to derive the source code for the software except, and only to the extent: (i) permitted by applicable law, despite this limitation or (ii) required to debug changes to any libraries licensed under the GNU Lesser Public License that are included with and linked to by the software; make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
    - publish the software, including any application programming interfaces included in the software, for others to copy;
    - share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
    - rent, lease or lend the software; or
    - use the software for commercial software hosting services.

    You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.

    Rights to access the software on any device do not give you any right to implement Microsoft patents

or other Microsoft intellectual property in software or devices that access that device.

12. BACKUP COPY, SECONDARY BOOT COPY, AND RECOVERY COPY.

12.1 Back Up Copy. You may make one backup copy of the software media. You may use it only to create instances of the software.

12.2 Recovery Copy. You may use recovery a copy solely to repair or reinstall the server software on the server

13. DOCUMENTATION. Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

14. RESTRICTED USE. The Microsoft software was designed for systems that do not require fault-tolerant performance. You may not use the Microsoft software in any device or system in which a failure or fault of any kind of the software could reasonably be seen to lead to death or serious bodily injury of any person, or to severe physical or environmental damage.

15. LEASED HARDWARE. If you lease the server from the manufacturer or installer, the following additional terms shall apply:

(a) you may not transfer the software to another user as part of the transfer of the server, whether or not a permanent transfer of the software with the server is otherwise allowed in these license terms;

(b) your rights to any software upgrades shall be determined by the lease you signed for the server; and

(c) you may not use the software after your lease terminates, unless you purchase the server from the manufacturer or installer.

16. GENUINE PROOF OF LICENSE. If you acquired the software on the server, a disc or other media, a genuine Certificate of Authenticity label with a genuine copy of the software identifies the licensed software. To be valid, this label must be affixed to the server or appear on manufacturer's or installer's software packaging Certificate of Authenticity labels for additional licenses will be affixed to packaging by the manufacturer or installer. If you receive the label in any other manner, it is invalid. You should keep the label on the server or retain any labels on the packaging to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

17. TRANSFER TO A THIRD PARTY. You may transfer the software only with the licensed server, all Certificate of Authenticity label(s), any additional licenses included with the server, and this agreement directly to a third party. Before any permitted transfer, the other party must agree that this agreement applies to the transfer and use of the software. You may not retain any instances of the software unless you also retain another license for the software.

The provisions of this section do not apply if you acquired the software as a consumer in Germany or in any of the countries listed on this site (aka.ms/transfer), in which case any transfer of the software to a third party, and the right to use it, must comply with applicable law.

18. EXPORT RESTRICTIONS. The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

19. SUPPORT SERVICES. Contact the manufacturer or installer for support options. Refer to the support number provided with the software. For updates and supplements obtained directly from Microsoft, Microsoft provides support as described at www.support.microsoft.com/common/international.aspx.

20. ENTIRE AGREEMENT. This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

21. APPLICABLE LAW.

21.1 United States. If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

21.2 Outside the United States. If you acquired the software in any other country, the laws of that country apply.

22. LEGAL EFFECT. This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

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This limitation applies to

- anything related to the software, services, content (including code) on third party Internet sites, or third party programs, and
- claims for breach of contract, breach of warranty, guarantee or condition, strict liability, negligence, or other tort to the extent permitted by applicable law.

It also applies even if

- repair, replacement or a refund for the software does not fully compensate you for any losses, or
- the manufacturer or installer, or Microsoft knew or should have known about the possibility of the damages.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. They also may not apply to you because your country may not allow the exclusion or limitation of incidental, consequential or other damages.

25. FOR AUSTRALIA ONLY. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods. For further information regarding this warranty and to claim expenses in relation to the warranty (if applicable), please contact the manufacturer or installer; see the contact information provided in the system packaging.

(For ISV Royalty Program Only)

Microsoft System Center[1] 2016 Standard _____[2]
Microsoft System Center 2016 Datacenter __x__[2]
Microsoft System Center Configuration Manager 1606_____[2]
Microsoft System Center 2016 Data Protection Manager _____[2]
Microsoft System Center 2016 Operations Manager _____[2]
Microsoft System Center 2016 Service Manager _____[2]
Microsoft System Center 2016 Orchestrator _____[2]

Licenses: 192 Management Licenses: _____[3]

END-USER LICENSE AGREEMENT

These license terms are an agreement between you and the licensor of the software application or suite of applications with which you acquired the Microsoft software ("Licensor"). Microsoft Corporation or one of its affiliates (collectively, "Microsoft") has licensed the software to the Licensor.

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- updates,
- supplements, and
- Internet-based services

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[2] **LICENSOR:** For "Academic Edition" licensed software, please specify the name. For example: Microsoft® System Center Configuration Manager 1606 Edition and Academic Edition.

[3] **LICENSOR:** Specify the total number of management licenses of the software that the end-user is licensed for under this agreement.

1. **OVERVIEW.**

   a. **Software.** The software includes

   - Server Software; and
   - Additional Software that may only be used with the Server Software directly, or indirectly through other Additional Software.

   b. **Definitions.**

   Additional Software which includes but is not limited to, tools and System Center packs (such as Management Packs, Process Packs, and Integration Packs), that may only be used with the Server Software.

   Hyper-V Container is a feature of Windows Server that utilizes a virtual operating system environment. Each Hyper-V Container is considered to be one Virtual OSE.

   Server. A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.

   Server Software. "Server Software", as used in these license terms, means any or all of the components of System Center 2016 Standard, System Center 2016 Datacenter, System Center Configuration Manager 1606, System Center 2016 Data Protection Manager, System Center 2016 Operations Manager, System Center 2016 Service Manager, or System Center 2016 Orchestrator, depending on which software license(s) you acquire.

   Windows Server Container is a feature of Windows Server software.

   c. **License Model.** The software is licensed based on the number of physical and virtual operating system environments you manage, the physical hardware and, in some cases, the number of users who use them.

   d. **Licensing Terminology.**

   i. **Assigning a License.** To assign a license means simply to designate that license to one server, device, or user.

   ii. **Instance.** You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software. You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

   iii. **Operating System Environment.** An "operating system environment" (or "OSE") is

   - all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance, which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
   - instances of applications, if any, configured to run on the operating system instance or parts identified above.

   There are two types of OSEs, physical and virtual. A physical OSE is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g., Microsoft Hyper-V Server or similar technologies) or to provide hardware virtualization services (e.g., Microsoft virtualization technology or similar technologies) is considered part of the physical OSE. A virtual OSE is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of: one physical OSE and one or more virtual OSEs.

iv. Managing OSEs. For purposes of these license terms, to "manage" an OSE means to

- solicit or receive data about,
- configure, or
- give instructions to the hardware or software that is directly or indirectly associated with the OSE.

"Managing" an OSE does not include discovering the presence of a device or OSE.

2. USE RIGHTS.

Acquiring and Assigning Management Licenses.

a. Before you use the Server Software to manage your OSEs, you must acquire and assign the required number of the appropriate category, type or edition of management licenses as described below.

i. Categories of Management Licenses. There are two categories of management licenses: server and client. The category of license required depends on the operating system software running within an OSE. OSEs running server operating system software require server management licenses. OSEs running any other operating system software require client management licenses.

ii. Server Management Licenses. There is one type of server management license: OSE, and two editions: Standard and Datacenter. An OSE server management license permits you to use the Server Software to manage the number of OSEs corresponding to its edition. All of the server management licenses you assign to a server must be of the same edition. Your server management licenses do not permit management of any OSE running a non-server operating system.

A. System Center 2016 Standard. The number of OSE server management licenses you need depends on the number of physical cores on the server on which your managed OSEs will run and the number of OSEs you will manage on that server.

I. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.

II. Provided you acquire and assign to your server the required number of Standard edition server management licenses, as specified in 2.a.ii.A.I above, you may manage two OSEs on the licensed server. Standard edition permits management of the Physical OSE on the Licensed Server (in addition to two Virtual OSEs), if the Physical OSE is used solely to host and Manage Virtual OSEs. Additionally, you may manage any number of OSEs instantiated as Windows Server Containers on that server.

You may assign additional Standard edition Licenses to the Licensed Server equal to the number specified in 2.a.ii.A.I above and manage two additional OSEs.

B. System Center 2016 Datacenter. The number of OSE server management licenses you need depends on the number of physical cores on the server on which your managed OSEs will run. The number of Licenses required equals the number of Physical Cores on the Licensed Server, subject to a minimum of 8 Licenses per Physical Processor and a minimum of 16 Licenses per Server.

Provided you acquire and assign to your server the required number of Datacenter edition server management licenses, as described above, you may manage any number of OSEs on that server. Additionally, you may manage any number of OSEs instantiated as Windows Server Containers on that server.

iii. **Client Management Licenses.** Client Management Licenses include System Center Configuration Manager 1606 Client Management License, System Center 2016 Data Protection Manager Client Management License, System Center 2016 Operations Manager Client Management License, System Center 2016 Service Manager Client Management License, and System Center 2016 Orchestrator Client Management License. There are two types of client management licenses: one for managed OSEs and one for users. You may choose either type or a combination of both. Your client management licenses do not permit management of any OSE running a server operating system.

- OSE Client Management Licenses.
  - One OSE Client Management License permits you to use the Server Software to manage one OSE.
  - Each OSE Client Management License you acquire must be assigned to the device on which your managed OSE will run.
  - Management of an OSE accessed by more than one user requires one OSE Client Management License or one User Client Management License for each user.
- User Client Management Licenses.
  - One User Client Management license permits you to use the Server Software to manage all of the OSEs used by the user to whom it is assigned.
  - Each User Client Management License you acquire must be assigned to one user.
  - Management of an OSE accessed by more than one user requires one OSE Client Management License or one User Client Management License for each user.

iv. **Management Licenses Not Required.** You do not need a management license for

- any of your OSEs in which no instances of software are running,
- any of your network infrastructure devices functioning solely for the purpose of transmitting network data and not running Windows Server software,
- any OSEs you are converting from physical to virtual during the conversion process, or
- any of your devices for which you are exclusively performing out of band management.
- any device solely monitored or managed for the status of its hardware components with respect to system temperature, fan speed, power on/off, system reset or CPU availability.

v. **Reassignment of Management Licenses.** You may

- permanently reassign a management license from one device to another or from one user to another; or
- temporarily reassign a management license to a loaner device while the first device is out of service or a temporary worker while the first user is absent.

vi. **Management License Downgrade Rights.** Your System Center 2016 management licenses permit management by instances of earlier versions of the Server Software.

b. **Software Use.** Once you acquire and assign the required number of appropriate management license(s) to your servers, other devices and users, you may use the Server Software to manage your OSE(s). Each management license, gives you the following rights.

i. **Running Instances of the Server Software.** You may run, at any one time, one instance of the Server Software on one or more of your servers.

ii. **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of software identified as additional software for the applicable Server Software in physical or virtual OSEs on any number of devices. You may use additional

software only with the Server Software directly, or indirectly through other additional software.

c. **Included Microsoft Programs.** The software contains other Microsoft programs. These license terms identify them, and indicate if other license terms apply to your use of those programs, or if these license terms apply to your use of them. For the programs included but not identified, the license terms with those programs apply to your use.

d. **Third Party Programs.** The software may include third party programs that Microsoft, not the third party, licenses to you under this agreement. Notices, if any for the third party programs are included in the software for your information only. Notices for third party programs included with System Center Configuration Manager are found at http://go.microsoft.com/fwlink/?LinkID=789409 .

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. SQL Server Branded Components.

i. System Center Virtual Machine Manager contains the following Microsoft SQL Server branded components and the license terms that would apply to your use of these programs are found in the "LICENSES" folder located on the DVD or in the installed location. If you do not agree to their license terms, you may not use these programs.

- Data-Tier Application Framework (2014)
- SQL Server 2014 Shared Management Objects
- SQL Server 2014 Transact-SQL ScriptDom
- SQL Server 2014 Transact-SQL Compiler Service
- System CLR Types for Microsoft SQL Server 2014

ii. System Center Configuration Manager 1606 contains the following Microsoft SQL Server branded components and the license terms that would apply to your use of these programs are found at http://go.microsoft.com/fwlink/?LinkID=787077 . If you do not agree to their license terms, you may not use these programs.

- SQL Server 2012 Native Client
- SQL Server 2014 Express
- SQL Server 2014 Shared Management Objects
- SQL Server Compact 4.0 Service Pack 1 (Sp1)
- System CLR Types For Microsoft SQL Server 2014

b. Additional Functionality/Optional Services. Microsoft may provide additional functionality for or an optional add-on service to the software. Other license terms or use rights and fees may apply.

c. No copying or Distributing Data Sets. You may not copy or distribute any data set (or any portion of a data set) included in the software.

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- Windows (or Microsoft) Update Feature. You may connect new hardware to the device where you installed the software. Your device may not have the drivers needed to communicate with that hardware. If so, the update feature of the software can obtain the correct driver from Microsoft and install it on your device. You can switch off this update feature.

You can choose to stop receiving updates by turning off the automatic update feature or Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.

b. **Use of Information.** Microsoft may use the computer information to improve our software and services. We may also share it with others, such as hardware and software vendors. They may use the information to improve how their products run with Microsoft software.

c. **Misuse of Internet-based Services.** You may not use these services in any way that could harm them or impair anyone else's use of them. You may not use the services to try to gain unauthorized access to any service, data, account or network by any means.

5. **KB975759.** The software contains Windows hotfix KB975759. This software program is part of Windows. The license terms for Windows apply to your use of Windows hotfix KB975759.

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10. **ACADEMIC EDITION SOFTWARE.** You must be a "Qualified Educational User" to use software marked as "Academic Edition" or "AE." If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

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12. **EXPORT RESTRICTIONS.** The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting .

13. **ENTIRE AGREEMENT.** This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

14. **LEGAL EFFECT.** This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

15. **NOT FAULT TOLERANT. THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.**

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ADDITIONAL TERMS FOR
MICROSOFT SQL SERVER PRODUCTS

Product Name and Version	Applicable Additional Terms	End of License Date*
Microsoft SQL Server 2017 IoT Products		
Microsoft® SQL Server® 2017 IoT Client Access License (1 Device)	1, 10	November 30, 2032
Microsoft® SQL Server® 2017 IoT Client Access License (5 Device)	1, 10	November 30, 2032
Microsoft® SQL Server® 2017 IoT Client Access License (1 User)	1, 10	November 30, 2032
Microsoft® SQL Server® 2017 IoT Client Access License (5 User)	1, 10	November 30, 2032
Microsoft® SQL Server® 2017 IoT Enterprise 2 Core Additional License	29, 30, 33	November 30, 2032
Microsoft® SQL Server® 2017 IoT Standard 2 Core Additional License	29, 30, 33	November 30, 2032
Microsoft® SQL Server® 2017 IoT Enterprise 4 Core	1-9, 12, 13, 15, 24-26, 29, 32, 34, 35	November 30, 2032
Microsoft® SQL Server® 2017 IoT Standard 4 Core	1-9, 12, 13, 15, 24-26, 29, 32, 34, 35	November 30, 2032
Microsoft® SQL Server® 2017 IoT Standard (1 CAL)	1-9, 11-13, 15, 18, 24-26, 32, 35	November 30, 2032
Microsoft® SQL Server® 2017 IoT Standard (5 CAL)	1-9, 11-13, 15, 18, 24-26, 32, 35	November 30, 2032
Microsoft SQL Server 2016 Products		
Microsoft® SQL Server® 2016 Standard for Embedded Systems 4 Core (ESD)	1-9, 12, 13, 15, 24-26, 29, 32, 34	July 31, 2031
Microsoft® SQL Server® 2016 Standard for Embedded Systems 2 Core Additional License (ESD)	29, 30, 33	July 31, 2031
Microsoft® SQL Server® 2016 Standard for Embedded Systems (5 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	July 31, 2031
Microsoft® SQL Server® 2016 Standard for Embedded Systems (1 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	July 31, 2031
Microsoft® SQL Server® 2016 Enterprise for Embedded Systems 4 Core (ESD)	1-9, 12, 13, 15, 24-26, 29, 32, 34	July 31, 2031
Microsoft® SQL Server® 2016 Enterprise for Embedded Systems 2 Core Additional License (ESD)	29, 30, 33	July 31, 2031
Microsoft SQL Server 2014 Products		
Microsoft® SQL Server® 2014 Standard for Embedded Systems 4 Core (ESD)	1-9, 12, 13, 15, 24-26, 29, 31, 32	December 31, 2028
Microsoft® SQL Server® 2014 Standard for Embedded Systems 2 Core Additional License (ESD)	29, 30, 33	December 31, 2028
Microsoft® SQL Server® 2014 Standard for Embedded Systems (5 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	December 31, 2028
Microsoft® SQL Server® 2014 Standard for Embedded Systems (1 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	December 31, 2028
Microsoft® SQL Server® 2014 Enterprise for Embedded Systems 4 Core (ESD)	1-9, 12, 13, 15, 24-26, 29, 31, 32	December 31, 2028
Microsoft® SQL Server® 2014 Enterprise for Embedded Systems 2 Core Additional License (ESD)	29, 30, 33	December 31, 2028

Microsoft® SQL Server® 2014 Business Intelligence for Embedded Systems (10 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	December 31, 2028
Microsoft® SQL Server® 2014 Business Intelligence for Embedded Systems (1 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	December 31, 2028
Microsoft SQL Server 2012 Products		
Microsoft® SQL Server® 2012 Standard for Embedded Systems 4 Core (ESD)	1-9, 12, 13, 15, 24-26, 29, 31, 32	March 31, 2027
Microsoft® SQL Server® 2012 Standard for Embedded Systems 2 Core Additional License (ESD)	29, 30, 33	March 31, 2027
Microsoft® SQL Server® 2012 Standard for Embedded Systems (5 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	March 31, 2027
Microsoft® SQL Server® 2012 Standard for Embedded Systems (1 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	March 31, 2027
Microsoft® SQL Server® 2012 Enterprise for Embedded Systems 4 Core (ESD)	1-9, 12, 13, 15, 24-26, 29, 31, 32	March 31, 2027
Microsoft® SQL Server® 2012 Enterprise for Embedded Systems 2 Core Additional License (ESD)	29, 30, 33	March 31, 2027
Microsoft® SQL Server® 2012 Business Intelligence for Embedded Systems (10 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	March 31, 2027
Microsoft® SQL Server® 2012 Business Intelligence for Embedded Systems (1 CAL) (ESD)	1-9, 11-13, 15, 18, 24-26, 32	March 31, 2027

Microsoft SQL Server 2008 R2 Products		
Microsoft® SQL Server® 2008 R2 For Embedded Systems Enterprise (1 CPU) (ESD)	1-8, 12-15, 21, 24-27	July 31, 2023
Microsoft® SQL Server® 2008 R2 For Embedded Systems Enterprise (1 CAL) (ESD)	1-8, 12, 13, 15, 19, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 R2 For Embedded Systems Enterprise (10 CAL) (ESD)	1-8, 12, 13, 15, 19, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 R2 For Embedded Systems Standard (1 CPU) (ESD)	1-8, 12-15, 20, 24-27	July 31, 2023
Microsoft® SQL Server® 2008 R2 For Embedded Systems Standard (1 CAL) (ESD)	1-8, 11-13, 15, 18, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 R2 For Embedded Systems Standard (5 CAL) (ESD)	1-8, 11-13, 15, 18, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 R2 For Embedded Systems (Systems Management Runtime Standard 1 CPU) (ESD)	1-7, 11, 12, 14, 15, 20, 24-27	July 31, 2023
Microsoft® SQL Server® 2008 R2 For Embedded Systems Workgroup (1 CPU) (ESD)	1-8, 12-15, 24-26, 27	July 31, 2023
Microsoft® SQL Server® 2008 R2 For Embedded Systems Workgroup (1 CAL) (ESD)	1-8, 11-13, 15, 18, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 R2 For Embedded Systems Workgroup (5 CAL) (ESD)	1-8, 11-13, 15, 18, 24-26, 28	July 31, 2023
Microsoft SQL Server 2008 Products		

Microsoft® SQL Server® 2008 For Embedded Systems Enterprise (1 CPU) (ESD)	1-8, 12-15, 21, 24-27	July 31, 2023
Microsoft® SQL Server® 2008 For Embedded Systems Enterprise (1 CAL) (ESD)	1-8, 12, 13, 15, 19, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 For Embedded Systems Enterprise (10 CAL) (ESD)	1-8, 12, 13, 15, 19, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 For Embedded Systems Standard (1 CPU) (ESD)	1-8, 12-15, 20, 24-27	July 31, 2023
Microsoft® SQL Server® 2008 For Embedded Systems Standard (1 CAL) (ESD)	1-8, 11-13, 15, 18, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 For Embedded Systems Standard (5 CAL) (ESD)	1-8, 11-13, 15, 18, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 For Embedded Systems (Systems Management Runtime Standard 1 CPU) (ESD)	1-7, 11, 12, 14, 15, 20, 24-27	July 31, 2023
Microsoft® SQL Server® 2008 For Embedded Systems Workgroup (1 CPU) (ESD)	1-8, 12-15, 24-26, 27	July 31, 2023
Microsoft® SQL Server® 2008 For Embedded Systems Workgroup (1 CAL) (ESD)	1-8, 11-13, 15, 18, 24-26, 28	July 31, 2023
Microsoft® SQL Server® 2008 For Embedded Systems Workgroup (5 CAL) (ESD)	1-8, 11-13, 15, 18, 24-26, 28	July 31, 2023

Microsoft SQL Server 2005 Products		
Microsoft® SQL Server™ 2005, Enterprise Edition for Embedded Systems (x32) (1 Processor Version) (ESD)	1-7, 12-15, 21, 25-27	November 5, 2020
Microsoft® SQL Server™ 2005, Enterprise Edition for Embedded Systems (x64) (1 Processor Version) (ESD)	1-7, 12-15, 21, 25-27	November 5, 2020
Microsoft® SQL Server™ 2005, Enterprise Edition for Embedded Systems (x32) (10 CAL Version) (ESD)	1-7, 11-13, 15, 19, 25, 26, 28	November 5, 2020
Microsoft® SQL Server™ 2005, Enterprise Edition for Embedded Systems (x64) (10 CAL Version) (ESD)	1-7, 11-13, 15, 19, 25, 26, 28	November 5, 2020
Microsoft® SQL Server™ 2005, Standard Edition for Embedded Systems (x32) (1 Processor Version) (ESD)	1-7, 12-15, 20, 25-27	November 5, 2020
Microsoft® SQL Server™ 2005, Standard Edition for Embedded Systems (x64) (1 Processor Version) (ESD)	1-7, 12-15, 20, 25-27	November 5, 2020
Microsoft® SQL Server™ 2005, Standard Edition for Embedded Systems (x32) (5 CAL Version) (ESD)	1-7, 11-13, 15, 18, 25, 26, 28	November 5, 2020
Microsoft® SQL Server™ 2005, Standard Edition for Embedded Systems (x64) (5 CAL Version) (ESD)	1-7, 11-13, 15, 18, 25, 26, 28	November 5, 2020
Microsoft® SQL Server™ 2005, Standard Edition for Embedded Systems (x32) (Systems Management Runtime Edition, 1 Processor Version) (ESD)	1-7, 12, 14, 15, 17, 20, 25-27	November 5, 2020
Microsoft® SQL Server™ 2005, Workgroup Edition for Embedded Systems (x32) (1 Processor Version) (ESD)	1-7, 12-15, 20, 25-27	November 5, 2020
Microsoft® SQL Server™ 2005, Workgroup Edition for Embedded Systems (x32) (5 CAL Version) (ESD)	1-7, 11-13, 15, 18, 25, 26, 28	November 5, 2020

Microsoft SQL Server Client Access Licenses
2014

Microsoft® SQL Server® 2014 Client Access License for Embedded Systems (5 User) (ESD)	1, 10	June 30, 2029
Microsoft® SQL Server® 2014 Client Access License for Embedded Systems (5 Device) (ESD)	1, 10	June 30, 2029
Microsoft® SQL Server® 2014 Client Access License for Embedded Systems (1 User) (ESD)	1, 10	June 30, 2029
Microsoft® SQL Server® 2014 Client Access License for Embedded Systems (1 Device) (ESD)	1, 10	June 30, 2029

2012		
Microsoft® SQL Server® 2012 Client Access License for Embedded Systems (5 User) (ESD)	1, 10	March 31, 2027
Microsoft® SQL Server® 2012 Client Access License for Embedded Systems (5 Device) (ESD)	1, 10	March 31, 2027
Microsoft® SQL Server® 2012 Client Access License for Embedded Systems (1 User) (ESD)	1, 10	March 31, 2027
Microsoft® SQL Server® 2012 Client Access License for Embedded Systems (1 Device) (ESD)	1, 10	March 31, 2027
2008 R2		
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Enterprise (1 User) (ESD)	1, 10	July 31, 2023
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Enterprise (5 User) (ESD)	1, 10	July 31, 2023
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Enterprise (1 Device) (ESD)	1, 10	July 31, 2023
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Enterprise (5 Device) (ESD)	1, 10	July 31, 2023
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Standard (1 User) (ESD)	1, 10, 23	July 31, 2023
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Standard (5 User) (ESD)	1, 10, 23	July 31, 2023
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Standard (1 Device) (ESD)	1, 10, 23	July 31, 2023
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Standard (5 Device) (ESD)	1, 10, 23	July 31, 2023
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Workgroup (5 User) (ESD)	1, 10, 22	July 31, 2023
Microsoft® SQL Server® 2008 R2 Client Access License For Embedded Systems Workgroup (5 Device) (ESD)	1, 10, 22	July 31, 2023
2008		

Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Enterprise (1 User) (ESD)	1, 10	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Enterprise (5 User) (ESD)	1, 10	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Enterprise (1 Device) (ESD)	1, 10	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Enterprise (5 Device) (ESD)	1, 10	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Standard (1 User) (ESD)	1, 10, 23	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Standard (5 User) (ESD)	1, 10, 23	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Standard (1 Device) (ESD)	1, 10, 23	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Standard (5 Device) (ESD)	1, 10, 23	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Workgroup (5 User) (ESD)	1, 10, 22	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Workgroup (5 Device) (ESD)	1, 10, 22	July 31, 2023
Microsoft® SQL Server® 2008 Client Access License For Embedded Systems Enterprise (1 User) (ESD)	1, 10	July 31, 2023
2005		
Microsoft® User Client Access License Pack for Microsoft® SQL Server™ 2005, Enterprise Edition for Embedded Systems (x32) (1 User CAL Version) (ESD)	1, 10	November 5, 2020
Microsoft® User Client Access License Pack for Microsoft® SQL Server™ 2005, Standard Edition for Embedded Systems (x32) (1 User CAL Version) (ESD)	1, 10, 23	November 5, 2020
Microsoft® User Client Access License Pack for Microsoft® SQL Server™ 2005, Workgroup Edition for Embedded Systems (x32) (1 User CAL Version) (ESD)	1, 10, 22	November 5, 2020
Microsoft® Device Client Access License Pack for Microsoft® SQL Server™ 2005, Enterprise Edition for Embedded Systems (x32) (1 Device CAL Version) (ESD)	1, 10	November 5, 2020
Microsoft® Device Client Access License Pack for Microsoft® SQL Server™ 2005, Standard Edition for Embedded Systems (x32) (1 Device CAL Version) (ESD)	1, 10, 23	November 5, 2020
Microsoft® Device Client Access License Pack for Microsoft® SQL Server™ 2005, Workgroup Edition for Embedded Systems (x32) (1 Device CAL Version) (ESD)	1, 10, 22	November 5, 2020

*The **End of License Date** is the earlier of: the date listed or the end of Company's Agreement.

The following ATs apply to the Products as indicated above and are in addition to the terms of Company's Microsoft OEM Customer License Agreement for Embedded Systems ("Agreement"). Capitalized terms used in this document and not otherwise defined have the meaning set forth in the Agreement. The applicable ATs shall supersede any inconsistent terms in the Agreement. Company must advise their Channel of the distribution restrictions in the ATs for any Product distributed by Company's Channel as permitted under the Agreement.

1. **Valid Agreement**. In order to obtain a Runtime License Envelope for a Product, Company must have a valid, current Agreement.

2. **Definitions**

"CAL" means client access license.

"CPU" and "Processor" mean a central processing unit. For this Agreement, a multi-core processor is one processor.

"Physical CPU" means a CPU in a physical hardware system. Physical operating system environments use physical CPUs.

"Virtual CPU" means a CPU in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use Virtual CPUs. A Virtual CPU is considered to have the same number of threads and cores as each Physical CPU on the underlying physical hardware system.

"Instance" means an instance of software is created by executing the software's setup or install procedure or by duplicating an existing Instance. References to Product software in this Agreement include Instances of the software. To "run an Instance" means to load an Instance of the software into memory and execute one or more of its instructions. Once running, an "Instance" is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.

"OEM Activation" or "OA" means system locked preinstallation ("SLP") technology or its replacement technology.

"OSE" and "operating system environment" mean

(a) all or part of an operating system Instance, or all or part of a virtual (or otherwise emulated) operating system Instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

(b) Instances of applications, if any, set up to run on the operating system Instance or parts identified above.

There are two types of OSEs, physical and virtual. A physical OSE is set up to run directly on a physical hardware system. The operating system Instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical OSE. A virtual OSE is set up to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- one physical OSE, and
- one or more virtual OSEs.

"Partitioned Embedded System" means a Customer System where at least the central processing units, inputs/outputs, and memory resources are physically or logically allocated into independent partitions so each partition can run an Instance of the Product. All rights granted to Company in regards to Recovery Images and Update Images for an Embedded System in this Agreement also apply to each partition of a Partitioned Embedded System. A partition may have either or both of the following:

- one physical OSE.
- one or more virtual OSEs.

3. **Installation**

Company may use the Deliverables to install the Product software. Company must install the software in accordance with the Documentation, if provided. Company must also meet the following requirements. These requirements control over any conflicting terms in the Documentation.

(a) Company must ensure that no Microsoft online End User registration screens or any other user interface components or screens are displayed to an End User. This includes any Microsoft logos, toolbars, icons and folders. This limit does not apply to boot screens, the initial Product splash screen or setup and maintenance screens.

(b) Company may not use the shell included in the Deliverables as the End User interface. Instead, Company must develop and deploy a custom End User interface for the Product. That custom end-user interface must be the only way in which the End User can access the Product.

(c) Company does not have to install all Product software files. Company may install only the files required by the Embedded System. Company also may hide or disable features of the Product software.

(d) Each Embedded System or Partitioned Embedded System must be based on a processor architecture that is compatible with the Product.

(e) If the Product includes a processor or CPU limitation in the Product Table, then each Embedded System or Partitioned Embedded System must not be designed or enabled to support the Product with more than the number of CPUs set forth in the Product Table.

4. **Installation -- Primary and Secondary Boot Copy**

Company may reproduce the MS Binaries as part of an Image and install one primary operating copy and one secondary boot copy of the MS Binaries as part of the Image on the hard disk drive of the Embedded System or on a partition of a Partitioned Embedded System. Company must configure the Embedded System or the partition to access, boot from, and use the secondary boot copy of the Product only if the primary operating copy fails or malfunctions.

5. **Distribution**

Company may distribute one copy of the MS Binaries as part of the Image on each Embedded System or Partitioned Embedded System. Company must distribute a COA with each Embedded System and a COA for each partition on which an Instance is installed or (where applicable) delivered on media which is distributed with the intent of permitting End Users to run those Instances on partitions. Company shall report and pay royalties only for each primary operating copy installed on the Embedded System or the Partitioned Embedded System.

6. **License Terms**

(a) Company must sublicense rights to use the Product to each End User by means of License Terms. MS License Terms for each Product are available on MyOEM. For purposes of this subsection, "MS License Terms" means the Product License Terms available on MyOEM. Company may use different terms or additional terms, as long as they are no less protective of MS than the MS License Terms.

(b) If Company elects to use the MS License Terms, Company should substitute its name for "[OEM]" in the MS License Terms. Company may also substitute the term "[Company]'s software suppliers" for the term "MS" in the MS License Terms.

(c) Company must notify each End User before or at the time of purchase that

(1) the Embedded System contains software that is subject to License Terms, and

(2) the End User must agree to the License Terms before using the Embedded System.

(d) Company must distribute the License Terms in a manner that forms a contract binding the End User under applicable law.

(e) From time to time, MS may update the MS License Terms for this Product. Any such updates will be posted on MyOEM. For each Product, Company may use any version of the applicable License Terms that has been posted on MyOEM during the term of this Agreement. Certain updates to the License Terms may be required, however, as provided in the Agreement.

7. **Language Versions.** Language versions other than English are licensed on an "if and as available" basis.

8. **32-Bit and x64 Versions for SQL Server 2008 and SQL Server 2008 R2**

The Deliverables for this Product includes 32-bit and x64 versions of the Product. Company may preinstall either version of the Product software, but not both, when installing an Instance of the Product on an Embedded System or a Partition of a Partitioned Embedded System in accordance with the terms of this Agreement.

9. **Limitations on Distribution of Traditional Chinese Versions**

(a) The Traditional Chinese (ZH) language version of the Product may be directly or indirectly distributed only within, or to, Taiwan. The ZH language version also may not be preinstalled in the People's Republic of China ("PRC"), except in the Special Administrative Regions of Hong Kong and Macau and in designated Special Economic Zones as defined by the government of the PRC (see subsection (c) below).

(b) The Traditional Chinese for Hong Kong (B3) language version of the Product may not be preinstalled in, or directly or indirectly distributed by or for Company within or to, the PRC. However, the B3 language version may be preinstalled in, or directly or indirectly distributed, by or for Company within or to Hong Kong and Macau, and the B3 language version may be preinstalled in the designated Special Economic Zones as defined by the government of the PRC (subject to subsection(c), below).

(c) The B3 and ZH language versions may be preinstalled in Company's manufacturing facilities within Special Economic Zones of the PRC (as defined by the government of the PRC), but only if

- such preinstallation is permitted by all applicable laws, regulations and rules; and
- the sole purpose of the preinstallation is to make possible distribution outside the PRC.

10. **Distribution of Client Access Licenses**

(a) CALs licensed under this AT must be acquired from an MS Distributor. They may be distributed only in the format in which Company receives them from the MS Distributor; and

(b) Company may distribute CALs packaged with new Embedded Systems that include the applicable Product, or to existing End Users of the Product for which the CAL Pack is intended (as indicated by the Product Name for the CAL Pack in the Product Table).

(c) Company may distribute a CAL with or for use with an earlier version of a Product, unless such distribution is not allowed under the MS License Terms.

(d) OEM Parties may also combine and distribute multiple language versions of the License Terms for CALs for any combination of languages for which Company is licensed.

(e) Company may quote and charge a separate price for CALs distributed in the manner described in this Section.

11. **Client Access License Required.** Each End User of this Product must have CALs for each person and each device that uses or accesses functions or services of the Product. This Product includes the number of CALs specified in the Product Name. These CALs may be used solely with the Product installed on the Embedded System.

12. **Distribution of COA.** The COA for this Product is only available in card format. Company must distribute a COA card with each copy of the Product installed on an Embedded System or on each Partition of a Partitioned Embedded System.

13. **Use of Product**

This Product may only be used to run the Embedded Application. The Product may not be used either in conjunction with, or to develop, new applications, databases or tables other than those contained in Embedded Application.

This does not prohibit an End User of the Embedded Application from using a tool to run queries or reports from existing tables or from using a development environment or workbench, which is part of the Embedded Application to configure or extend that Embedded Application.

14. **Combination of Processor Versions**

Company may distribute any combination of different processor versions of this Product ("Combination") with an Embedded System. The number of processors included in the Embedded System must not exceed the total number of processors allowed for such Combination. With respect to a Partitioned Embedded System, Company may distribute a Combination with a Partitioned Embedded System. However, the total number of processors supporting Partitions running the Product must not exceed the total number of processors for such Combination. For example, a valid Combination for SQL Server 2008 Standard Edition for an Embedded System that ships with four processors would be to associate four copies of SQL Server 2008 Standard Edition (1CPU) with the Embedded System by distributing four COAs of that Product, and reporting and paying MS Distributor for four copies.

15. **Pre-populated Product Key**

Company shall pre-populate the Product Key on behalf of the End User, provided that the Product Key matches the unique number provided by MS to Company for Company's installation of the Product. If Company is distributing more than one Embedded System to a single End User, Company may pre-populate the Product Key for the Embedded System with a single Product Key. The Product Key Company uses for this must be one of the Product Keys provided by MS that Company is delivering only to that End User.

16. **Distribution of SQL Server 2000 Standard and Enterprise; No Distribution of MSDE**

(a) Company must include in the MS Binaries the client software (SQL Server Personal Edition) portion of the Product.

(b) Company may not distribute as part of the MS Binaries or in any other manner the Microsoft SQL Server Desktop Engine (MSDE) portion of the Product.

17. **Embedded Application Design.** This Product may only be used to run the Embedded Application. The Embedded Application must be designed solely to capture or send information about a device (such as operation status of device – on/off). Data shall be centrally stored and managed in the database based on the Product. The Product may not be used for any other purpose. For example, the Product may not be used

(a) to capture business transaction data from a device (e.g., information regarding goods and/or receivables),

(b) to develop new applications, databases or tables other than those in the Embedded Application, or

(c) in conjunction with any applications, databases or tables other than those in the Embedded Application.

The terms of this AT, however, do not prohibit an End User of the Embedded Application from using a tool to run queries or reports from existing tables. An End User also may use a development environment or workbench that is part of the Embedded Application to configure or extend that Embedded Application.

18. **Additional Instances Server + CAL Model for SQL Server Products**

The Product is licensed based on a server + CAL license model. To license an Embedded System for End Users to run Instances in physical or virtual OSEs, Company must assign software licenses to the Embedded System. Company may preinstall any number of Instances in one physical OSE or one virtual OSE on an Embedded System or on a Partition of a Partitioned Embedded System. Company must acquire a COA and shall report and pay royalties for each OSE on which an Instance is installed.

19. **Additional Instances – CAL Model for SQL Server 2005 Enterprise; SQL Server 2008 Enterprise (including R2 releases, if available)**

Company may preinstall any number of Instances in physical or virtual OSEs on an Embedded System or on a Partition of a Partitioned Embedded System. Company must acquire a COA and shall report and pay royalties for each Embedded System or each Partition on which an Instance is installed.

20. **Additional Instances – Per Proc Model for SQL Server 2000 Standard and Enterprise; SQL Server 2005 Standard and Workgroup; SQL Server 2008 Standard and Workgroup (including R2 releases, if available)**

Company may preinstall any number of Instances of the Product software in physical and virtual OSEs on an Embedded System or on a Partition of a Partitioned Embedded System, provided that the total number of Virtual CPUs and Physical CPUs used by those OSEs does not exceed the total number of CPUs of the Combination distributed on the Embedded System or on a Partition of a Partitioned Embedded System. Company must acquire the applicable COA(s) and shall report and pay royalties for each Embedded System or each Partition on which an Instance is installed.

21. **Additional Instances – Per Proc Model for SQL Server 2005 Enterprise; SQL Server 2008 Enterprise (including R2 releases, if available)**

Company may preinstall any number of Instances of the Product software in physical and virtual OSEs on an Embedded System or on a Partition of a Partitioned Embedded System, provided that the total number of Physical CPUs used by those OSEs does not exceed the total number of CPUs of the Combination distributed on the Embedded System or on a Partition of a Partitioned Embedded System. Company must acquire the applicable COA(s) and shall report and pay royalties for each Embedded System or each Partition on which an Instance is installed.

22. **CAL Limitations for SQL Server 2005 Workgroup; SQL Server 2008 Workgroup (including R2 releases, if available)**

(a) SQL 2005 Workgroup CALs may not be licensed, distributed, or used with Microsoft SQL Server 2005 Standard Edition, Enterprise Edition or later versions of SQL Server.

(b) SQL 2008 Workgroup CALs may not be licensed, distributed, or used with Microsoft SQL Server 2005 Standard Edition, Enterprise Edition or later versions of SQL Server.

23. **CAL Limitations for SQL Server 2005 Standard; SQL Server 2008 Standard (including R2 releases, if available)**

(a) SQL 2005 Standard CALs may not be licensed, distributed, or used with Microsoft SQL Server 2005 Enterprise Edition or later versions of SQL Server.

(b) SQL 2008 Standard CALs may not be licensed, distributed, or used with Microsoft SQL Server 2005 Enterprise Edition or later versions of SQL Server.

24. **Downgrade Version Rights**

(a) For the purpose of this AT, "Downgrade Software" means a previous version of the Product. For example, Microsoft SQL Server 2005, Standard Edition for Embedded Systems is a Downgrade Software of the Microsoft SQL Server 2008 for Embedded Systems Standard.

(b) Company may preinstall an Instance of the Downgrade Software instead of the Product, as part of the Image. If Company preinstalls an Instance of the Downgrade Software, Company may only upgrade the preinstalled Downgrade Software through the Field Upgrade process.

(c) Company may not market the availability of the Downgrade Software, except as a right granted in the License Terms. In any marketing, the Product must be featured more prominently than the Downgrade Software. For example, Company may not market an Embedded System as preinstalled with Microsoft SQL Server 2005 when such version was acquired through downgrade rights from a license to Microsoft SQL Server 2008.

(d) Company must have a license for the Downgrade Software.

(e) Company does not owe any additional royalty for the Downgrade Software distributed under this AT.

25. **Recovery of Virtual OSEs**

For recovery purposes only, Company's APM may include recovery media for each virtual OSE that contains an Instance of the Product preinstalled on the Embedded System or on a Partition of a Partitioned Embedded System.

26. **Update of Virtual OSEs**

Company may reproduce and distribute one copy of the Update for each virtual OSE that contains an Instance of the Product preinstalled on the Embedded System or on a Partition of a Partitioned Embedded System.

27. **Copies of Product Used for Passive Fail-over (per processor license)**

For any Operating System Environment in which Company installs Instances of the Product, Company may install up to the same number of passive fail-over Instances in a separate OSE for use by End Users solely for temporary support (each such Instance, a "Fail-Over Instance"), as provided in the License Terms. The number of processors used in that separate OSE must not exceed the number of processors used in the corresponding OSE in which the active Instances are installed for primary use. There is no royalty owed to MS for the Fail-Over Instance; however, a royalty may apply to the operating system installed on the OSE on which the Fail-Over Instance is installed. No COA is required for the Fail-Over Instance.

28. **Copies of Product Used for Passive Fail-over (Server + CAL license)**

For any Operating System Environment in which Company installs Instances of the Product, Company may install up to the same number of passive fail-over Instances in a separate OSE for use by End Users solely for temporary support (each such Instance, a "Fail-Over Instance"), as provided in the License Terms. There is no royalty owed to MS for the Fail-Over Instance; however, a royalty may apply to the operating system installed on the OSE on which the Fail-Over Instance is installed. No COA is required for the Fail-Over Instance.

29. **Minimum License Requirements for an Embedded System**

Company may distribute the Product with an Embedded System provided that:

(a) the total number of CPUs or cores (as applicable) included in the Embedded System are licensed with a number of licenses equal to or greater than the number of CPU or core licenses for the Product and;

(b) for a Partitioned Embedded System, the total number of CPUs or cores (as applicable) supporting all the partitions which the Product is intended to be run are licensed with a number of licenses an equal to or greater than the number of CPU or core licenses for the Product.

30. **Additional Licenses Distributed with an Embedded System**

The Product may only be distributed with an Embedded System licensed with at least one base license Product as identified in the table below. Company must distribute the license terms for the Product in a manner that forms a contract binding the End User under applicable law.

Base License Product	Product
Microsoft® SQL Server® 2012 Standard for Embedded Systems 4 Core	Microsoft® SQL Server® 2012 Standard for Embedded Systems 2 Core Additional License
Microsoft® SQL Server® 2012 Enterprise for Embedded Systems 4 Core	Microsoft® SQL Server® 2012 Enterprise for Embedded Systems 2 Core Additional License

31. **Core License Model Requirements (except SQL Server 2016)**

(a) **Definitions**

"Physical Core" means a core in a physical processor. A physical processor consists of one or more Physical Cores.

"Hardware Thread" means either a Physical Core or a hyper-thread in a physical processor.

"Virtual Core" means the unit of processing power in a virtual (or otherwise emulated) hardware system. A Virtual Core is the virtual representation of one or more Hardware Threads. Virtual OSEs use one or more Virtual Cores.

"Core Factor" means a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the Physical Cores on a server.

(b) **Requirements -- Physical Cores on a Server**

The Product is licensed based on a core license model (the number of physical or virtual cores in a server). To license an Embedded System for End Users to run Instances in physical OSEs Company must;

(1) distribute a number of core licenses of the Product equal to or greater than the number of Physical Cores in the server, and;

(2) ensure the number of licenses distributed equals the number of Physical Cores on the server multiplied by the applicable Core Factor, as referenced in the table below, to determine the appropriate number of licenses needed.

MS reserves the right to update or make changes to the Core Factor at any time.

Processor Type	Core Factor
All processors not mentioned below	1
AMD Processors (31XX, 32XX, 41XX, 42XX, 61XX, 62XX Series Processors with 6 or more cores)	0.75
Single Core Processors	4
Dual Core Processors	2

(c) **Requirements – Individual OSEs**

(1) To license an Embedded System for End Users to run Instances in virtual OSEs, Company must distribute a number of Product licenses equal to the number of Virtual Cores intended to be run in the virtual OSE subject to a minimum requirement of four licenses per virtual OSE, and include any additional core Product licenses required by the Software License Terms for Virtual Cores that are intended by the End User to be configured to use more than one Hardware Thread.

(2) In addition to (c)(1) above, for Microsoft SQL Server 2012 Enterprise, for each additional license assigned to an Embedded System under (b) above, Company may install and configure to run, instances of the server software in an additional OSE on that licensed server.

32. **Additional Instances for Passive Fail-over**

For Operating System Environments (OSEs) in which Company installs Instances of the Product, Company may install a number of Instances for use by End Users solely for temporary support (each such

Instance, a "Fail-Over Instance"), as provided in the License Terms. No royalty is owed to MS for the Fail-Over Instance; however, a royalty may apply to the operating system installed on the OSE on which the Fail-Over Instance is installed. No COA is required for the Fail-Over Instance. For all Fail-over Instances installed, Company must ensure that if the Product is licensed by cores:

(a) the number of physical cores in the OSE in which the Fail-Over Instance is installed does not exceed the number of physical cores on the licensed OSE and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed OSE, and,

(b) for Virtual Cores, the number of hardware threads used in the OSE in which the Fail-over Instance is installed does not exceed the number of hardware threads used in the corresponding licensed OSE in which the active instances run.

33. **Additional Licenses Distributed with an Embedded System**

(a) The Product is comprised of a license card and COA only, and may only be distributed with an Embedded System licensed with at least one Base License Product. A "Base License Product" means the corresponding edition of the Product e.g., Windows Storage Server 2012 Standard is the Base License Product for Windows Storage Server 2012 Standard Additional License.

(b) The Product may not be distributed on a standalone basis, and as such, all of the rights and obligations that apply to Company's distribution of the Base License Product apply to Company's distribution of the Product.

34. **Core License Model Requirements – SQL Server 2016**

(a) Definitions

(1) "Physical Core" means a core in a physical CPU. A physical CPU consists of one or more Physical Cores.

(2) "Hardware Thread" means either a Physical Core or a hyper-thread in a physical CPU.

(3) "Virtual Core" means the unit of processing power in a virtual (or otherwise emulated) hardware system. A Virtual Core is the virtual representation of one or more Hardware Threads. Virtual OSEs use one or more Virtual Cores.

(b) Requirements – Physical Cores on a Server

The Product (or for Microsoft Data Warehouse Appliance 2012, the SQL Server component) is licensed based on a core license model (the number of physical or virtual cores in a server). To license a Customer System for End Users to run Instances in physical OSEs, Company must distribute licenses to of the Product (or component) equal to or greater than the number of Physical Cores in the server.

(c) Requirements – Individual Virtual OSEs

To license a Customer System for End Users to run Instances in virtual OSEs, Company must distribute a number of Product licenses equal to the number of Virtual Cores intended to be run in the virtual OSE subject to a minimum requirement of licenses to cover 4 Virtual Cores per virtual OSE, and include any additional core Product licenses required by the Software License Terms for Virtual Cores that are intended by the End User to be configured to use more than one Hardware Thread.

35. **Microsoft SQL Server 2017 IoT – Windows and Linux**

Microsoft SQL Server 2017 IoT includes both Windows-based and Linux-based installation options. Company may, in accordance with the License Terms, install the Product in either a Windows or Linux operating system environment (OSE), but not both. For Linux-based installation, the Product will be made available as a download only at: https://aka.ms/sqlserver2017installoem.

Exhibit A-3
Microsoft Terms, if applicable

This Exhibit A-3 to the Computer Aided Dispatch ("CAD") and Records System and Services Agreement ("Primary Agreement") only concerns the Microsoft Products included with the CAD Solution provided by Motorola. Motorola and Customer agree that this Exhibit applies only to the Microsoft Products as fully described herein.

1. SOFTWARE LICENSE. As to any Microsoft Products being furnished, the Microsoft software for those Microsoft Products is sublicensed to Licensee from Motorola pursuant to the Customer's Motorola Software License Agreement and is subject to the additional Microsoft End-User License Agreement terms, Exhibit A-2.

2. CUSTOMER USERS. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the Microsoft Products. If Customer is acquiring from Motorola a Microsoft SQL Server and/or a Microsoft System Center Operations Manager, then Customer warrants 1) that the number of users that may access the System are correctly indicated in the Exhibits to this Agreement; 2) that Customer is not being licensed the SQL Server or Microsoft System Center Operations Manager under a license from Microsoft, but rather under a sublicense from Motorola' 3) that the copies of the referenced Microsoft Products it receives from Motorola do not entitle it to maintain on its computer systems any more copies of the Microsoft Products than it previously licensed from Motorola or Microsoft; 4) that Customer possesses and will maintain sufficient quantities of fully valid Microsoft licenses to support the maximum number of users and/or devices that may access or use the System under the provisions of the End-User License Agreement, 5) that Microsoft will be an intended third party beneficiary of the End-User License Agreement, with the right to enforce the warranties and any other provisions of the End-User License Agreement provisions and to verify compliance of the End User with the same, 6) that Customer shall not run on a mirrored database server for more than 30 days without obtaining a SQL license for that server, 7) that the Customer grants permission for the disclosure of End-User information by Motorola as required in Motorola's Monthly royalty reports and ordering information reports to Microsoft, 8) that Microsoft does not transfer any ownership rights in any Product, and 9) that Motorola is solely responsible for providing technical support for the Microsoft Products.

3. LIMITATIONS. The rights granted in this Agreement with respect to Microsoft Products are subject to the following limitations: 1) Customer has no copyright interest in the Microsoft Products; 2) Customer may not rent, lease, lend or provide hosting services with the Products; 3) Customer may not reverse engineer, decompile or disassemble any Product; 4) Customer may not remove, modify or obscure any copyrights, trademarks or other proprietary right notices contained in the Products; and 5) The Microsoft Products are not designed or intended for use in any situation where failure or fault of the product could lead to death or serious bodily injury of any person, or to severe physical or environmental damage ("High Risk Use"). Motorola's right to sublicense Microsoft Products excludes the right to use, or distribute the Microsoft Products for Customer's use in, or in conjunction with, High Risk Use, therefore, High Risk Use is strictly prohibited. High Risk use, by way of example, includes aircraft or other modes of human mass transportation, nuclear or chemical facilities, and Class III medical devices under the Federal Food, Drug and Cosmetic Act. Notwithstanding the foregoing, as long as PremierOne CAD is used in a manner for which it was designed and in accordance with the documentation provided, Motorola declares such use is not considered to be High Risk Use as defined by Microsoft.

4. MICROSOFT PRODUCTS WARRANTY. Notwithstanding any provisions herein to the contrary, the following provisions apply to the Microsoft Products:

4.1. Microsoft Products are not fault tolerant or free from errors, conflicts, interruptions or other

imperfections. Performance may vary depending upon what hardware platform they are installed on, the interactions with other software applications and each product's configurations.

4.2. Microsoft Corporation is providing the Microsoft Products "as-is" with no warranty of any ind and disclaims all warranties, express and implied, to the maximum extent allowed by applicable law. Microsoft further disclaims any liability of Microsoft for any damages, whether direct, indirect incidental or consequential, as a result of the use or installation of the Products. Additionally, to the extent permitted under applicable law, Microsoft Corporation excludes for itself and its suppliers all warranties of any kind, including:

a. any warranties of title, non-infringement, merchantability and fitness for a particular purpose;
b. any implied warranty arising from course of dealing or usage of trade;
c. any common law duties relating to accuracy or lack of negligence with respect to the Microsoft Products, any Master Copy, and any Software Documentation; and
d. that the products will operate properly in connection with the System, the Motorola products or on any Customer system(s).

If applicable law gives Customer any implied warranties, guarantees or conditions despite the foregoing exclusion, those warranties will be limited to one year and Customer remedies will be limited to the maximum extent allowed by this Agreement.

5. THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy.

Exhibit A-4
ESRI Terms, if applicable

This Exhibit A-4 to the Computer Aided Dispatch ("CAD") and Records System and Services Agreement ("Primary Agreement") only concerns the ESRI OEM Software included with the CAD Solution provided by Motorola. Motorola and Customer agree that this Exhibit applies only to the ESRI OEM Software as fully described herein.

1. ESRI OEM SOFTWARE. Notwithstanding any provisions herein to the contrary, the following provisions apply concerning the ESRI OEM Software.

1.1 The use of ESRI OEM Software is restricted to executable code.

1.2 The following are prohibited: (i) transfer of the OEM Software, except for a temporary transfer in the event of a computer malfunction; (ii) assignment, time-sharing, lend or lease, or rental of the OEM Software or use for commercial network services or interactive cable or remote processing services; and (iii) title to the OEM Software from passing to Customer or any other party.

1.3 Also prohibited are the reverse engineering, disassembly, or decompilation of the OEM Software and the duplication of the OEM Software, except for a single archival copy; reasonable Customer backup copies are permitted.

1.4 To the extent permitted by law, ESRI's liability is disclaimed for any damages, or loss of any kind, whether special, direct, indirect, incidental, or consequential, arising from the use of the OEM Software, including damages resulting from any ESRI provided Data (Data is not warranted) and damages resulting from use in High Risk Activities such as the operation of nuclear facilities, aircraft navigation or aircraft communications systems, air traffic control, life support, or weapon systems. ESRI specifically disclaims any express or implied warranty of fitness for High Risk Activities.

1.5 Upon termination of the contract, Customer agrees to certify in writing to Motorola that it has discontinued use and has destroyed or will return to Motorola all copies of the OEM Software and documentation.

1.6 Customer will fully comply with all relevant export laws and regulations of the United States to assure that the OEM Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.

1.7 Customer shall not remove or obscure any copyright, trademark notice, or restrictive legend.

1.8 In any sublicense to the United States Government, the OEM Software shall be provided with "Restricted Rights."

2. ESRI WARRANTY.

2.1 As to ESRI OEM Software, during the term of this Agreement ESRI represents and warrants the Software will substantially perform in conformance with the Specifications and its Documentation,

provided the Software is used as specified in the Documentation, and will provide Updates, Upgrades, timely system releases, error corrections, and such improvements outlined in the ESRI life cycle maintenance policy. The foregoing warranties do not apply to errors, defects, or nonconformities due to: a) misuse of the Software solely by the Customer; b) unauthorized modification of the Software by Customer; or c) failure of Customer to use compatible hardware and software as set forth in the specifications.

2.2. If included under this Agreement, the Data has been obtained from sources believed to be reliable, but its accuracy and completeness is not guaranteed. The Data may contain some nonconformities, defects, errors or omissions. ESRI and Motorola make no warranty with respect to the Data. Without limiting the generality of the preceding sentence, ESRI and Motorola do not warrant the Data will meet the Customer's needs or expectations, the use of Data will be uninterrupted, or that all nonconformities can or will be corrected. ESRI and Motorola are not inviting reliance on the Data, and Customer should always verify actual Data, including, but not limited to, map, spatial, raster and tabular information.

2.3. EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, ESRI DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINTERFERENCE, SYSTEM INTEGRATION AND NON-INFRINGEMENT. ESRI DOES NOT WARRANT THAT THE DATA WILL MEET CUSTOMER'S NEEDS OR EXPECTATIONS, THE USE OF THE SAME WILL BE UNINTERRUPTED, OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED.

2.4. Customer's exclusive remedy and ESRI's entire liability for breach of the limited warranties set forth herein shall be limited, at ESRI's sole discretion, to (a) replacement of any defective media; (b) repair, correction, or a work-around for the Software subject to the ESRI Support Services Policy, (c) return of the license fees paid for the Software, Data, or Documentation that does not meet ESRI's limited warranty, provided that Customer uninstalls, removes, and destroys all copies of the Software, Data, or Documentation and executes and delivers evidence of such de-installation and destruction to ESRI.

3. THIRD PARTY PROVIDED DOCUMENTATION. Non-Motorola authored documentation will be provided in the format available from the vendor and in accordance with the vendors distribution policy

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase $4,363,420

Payment Milestone		Payment
1.)	**Execution of Contract**	**20%**
2.)	**Acceptance of the Functional System Description, the Interface Requirements Document and the Cutover Plan**	**20%**
3.)	**Delivery of applicable System Hardware and Application Software to Customer Site**	**10%**
4.)	**Installation of System Hardware at Customer Site**	**10%**
5.)	**Successful Completion of System Live Cut (Priority 1 interfaces only) 10% invoiced 7/15/2020; 10% upon completion**	**20%**
6.)	**Completion of Priority 2 interfaces**	**10%**
7.)	**Final Acceptance**	**10%**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package.

For Maintenance and Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.

Exhibit C

Implementation and Technical Documents

C-1	"Pricing Summary and Equipment List" dated August 30, 2019.
C-2	"System Description" dated August 30, 2019.
C-3	"Project Plan and Statement of Work" dated August 30, 2019.
C-4	"Acceptance Test Plan" or "ATP" (if applicable, to be mutually developed during implementation)
C-5	"Project Schedule" (to be mutually developed)
C-6	"Training Plan" (to be mutually developed)

EXHIBIT D

Maintenance and Support Agreement

Maintenance and Support Agreement

Motorola Solutions, Inc., a Delaware corporation ("Motorola") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and the City of Glendale, AZ ("Customer"), having a place of business located at _Chief of Police, Glendale Police Department, 6835 N. 57th Drive Glendale, Arizona 85301, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the maintenance and support services as described below and in the attached exhibits. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Covered Products, Support Options and Pricing"
Exhibit B	"Statement of Work"
Exhibit C	"Customer Support Plan"
Exhibit D	"Professional Upgrade Services Statement of Work"

Section 2 DEFINITIONS

"CSR" means Motorola Solutions Customer Service Request System

"Equipment" means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

"Motorola" means Motorola Solutions, Inc., a Delaware corporation.

"Motorola Solutions Software" means Software that Motorola owns. The term includes Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases.

"Non-Motorola Solutions Software" means Software that a Third Party other than Motorola owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Principal Period of Maintenance" or "PPM" means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

"Patch" means a specific change to the Software that does not require a Release.

"Products" means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

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

A "Cumulative Update" is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates will be superseded by the next issued Cumulative Update.

A "Supplemental Release" is defined as an interim release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on the Customer's specific configuration, a Supplemental Release might not be applicable.

A "Standard Release" is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that is reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).

A "Product Release" is defined as a release of Motorola Software considered to be the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola's opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally.

On Demand Releases are identified by the fifth character of the five-character release number, shown here as underlined: "1.2.0.4.**a**," Cumulative Updates by the fourth digit: "1.2.0.**4**.a," Supplemental Releases are identified by the third digit: "1.2.**0**.4.a," Standard Releases by the second digit: "1.**2**.0.4.a," and Product Releases by the first digit: "**1**.2.0.4.a."

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

"Software" means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"Standard Business Hour" means a sixty (60) minute period of time starting at notification within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

"System" means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to the applicable system agreement between Customer and Motorola.

"Technical Support Services" means the remote support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

"Update" means an On Demand Release, Cumulative Update, Supplemental Release or Standard Release.

"Upgrade" means a Product Release.

Section 3 SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Motorola will provide to the Customer the Services as described in the Statement of Work Exhibit for the Support Services package listed above and as indicated in the Covered Products, Support Options and Pricing Exhibit. Services will apply only to the Products described in the Covered Products Exhibit.

3.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is for an initial period of nine (9) year(s), beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement may be renewed for 3 additional one year periods at the discretion of the Customer.

3.3. This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance and support period is renewed or (2) immediately when Customer acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Motorola's consent provided (a) Customer pays to Motorola the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Covered Products, Support Options and Pricing Exhibit.

3.6. Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1. Motorola will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Exhibits. The level of Technical Support depends upon the Customer's selection as indicated in this agreement and the Covered Products, Support Options and Pricing Exhibit. Any Technical Support Services that are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, Motorola will provide to Customer without additional license fees an available Cumulative Update, Supplemental, or Standard Release for Motorola's PremierOne Applications after receipt of a request from the Customer. The Customer must pay for any installation or other services and any necessary Equipment or third party software or training provided by Motorola in connection with Supplemental or Standard Releases. On Demands and Cumulative Updates are designed to be delivered remotely. Services for onsite delivery related to On Demands and Cumulative Updates as requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Motorola will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Motorola in connection with such Product Release. Motorola's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4 Along with maintenance Software Releases, Motorola will make available new purchasable products, features and modules which are separate and distinct from the mainstream PremierOne line of Products. Newly released Products may have PremierOne as a pre-requisite and/or share some portion of the PremierOne code base. Customers are not entitled to these products, features and modules, or upgrades to them within this Maintenance and Support Agreement, if they have not purchased the required licenses.

3.6.5. As part of the Software development process Motorola makes every reasonable effort to lessen impact to customer operations. Any change to existing functionality is done after thorough review of customer feedback and with announcement of said change. When it's not technically feasible to meet a particular requirement Motorola will proactively communicate the changes. Beyond these efforts Motorola does not warrant that a Release will meet Customer's particular requirement, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Errors addressed as part of the Software Release will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, Motorola will make available services to integrate these capabilities and functions to the updated or upgraded version of the Software, which services may be fee based.

3.6.6. Motorola's responsibilities under this Agreement to provide Technical Support Services in accordance with the package selected by the customer and as further detailed in the statement of work, customer support plan. will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.6.7. Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release concerning the following Software: Customer Service Request, Case Management, Integration Framework, and Integration Framework Express.

3.7. The maintenance and support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines. Other services may be available for an additional fee and will be addressed with an amendment to the Agreement.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use a UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits or proxies if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems and performing System backup. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training (if available). The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist

Motorola to confirm that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter. A full list of customer system management responsibilities is provided in the Customer Support Plan section 5.2.

3.9. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

3.10 Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and database management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

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 Customer. 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. Motorola may subcontract any of the work; however, subcontracting will not relieve Motorola of its duties under this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit. The term prices shown in the Covered Products, Support Options and Pricing Exhibit will be invoiced annually in advance of the period of service. Customer affirms that a purchase order or notice to proceed is not required for the duration of this services contract and will make reasonable efforts to appropriate funds each year through the contract end date. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Payments when due, will be in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution. Motorola's annual maintenance and support pricing for Motorola products increases each year 5% over the previous term's pricing. Third-party products will increase annually based on a current vendor supplied maintenance and support quote.

5.2. Invoices overdue 60 days may bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Motorola may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Motorola. If such charges are imposed upon Motorola, Customer will reimburse Motorola upon receipt of proper documentation of such assessments.

5.5 At the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

5.6. If Customer is purchasing Services for multiple years, if the Pricing includes a multiyear discount, and if Customer terminates this Agreement before the expiration of the full Term, then Customer will pay to Motorola upon termination an early termination fee in an amount equal to the multiyear discount applicable to the three (3) years immediately preceding the early termination.

5.7. If Customer is purchasing Upgrade or similar Services where the annualized price is based on the fulfillment of a two-year payment cycle, if Customer terminates this service during a two-year cycle except for Motorola's default, and if the Upgrade for the two-year cycle has been implemented before the termination, then Customer will pay to Motorola upon termination an early termination fee in an amount equal to the balance of payments owed for the two-year cycle.

Section 6. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola Solutions 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 SOLUTIONS 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 SOLUTIONS 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 7. DEFAULT/TERMINATION

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (I) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Motorola will immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information includes: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Motorola to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Motorola in connection with this Agreement that is required by law to be held confidential.

7.5 Any termination by Customer prior to the expiration of the multi-year term, for any reason other than Motorola default, will result in an early termination fee equal to the discount applied to the invoices for one-year of the multi-year term, which will be due and payable upon such early termination occurring between years 1-8. Annual discounts, if any, for the multi-year term can be found on the Covered Products, Support Options and Pricing Exhibit.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

Customer: City of Glendale
Attn: Chief of Police
6835 North 57th Drive
Glendale, AZ 85301

Motorola Solutions, Inc.
Attn: Legal, Corporate Communications and Government Affairs
500 W. Monroe St., Floor 43
Chicago, IL 60661

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered Maintenance and Support Services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Illinois if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

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

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above:

Motorola Solutions, Inc.	**City of Glendale, AZ**
By: Larry Mabry	By: Kevin R. Phelps
Name: MSSSI Vice President & Director Sales	Name: Kevin Phelps
Title:	Title: City Manager
Date: 9/5/2019	Date: 9/24/2019

ATTEST:

City Clerk

Approved as to form

City Attorney

Exhibit A

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT **TERM:**

CUSTOMER AGENCY		**BILLING AGENCY**	
Address		Address	
City, State, Zip		City, State, Zip	
Contact Name		**Contact Name**	
Contact Title		Contact Title	
Telephone Number		Telephone Number	
Email Address		Email Address	

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding prompt by product

Site Identification Numbers

Product Group	*Site Identification Number*	*Phone Prompt*

Standard Services Include:

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

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Support Service Package	Qty	Term Fees
				$.00
				$.00
				$.00
				$.00
				$.00
				$.00
				$.00
			TOTAL	**$.00**

THIRD-PARTY VENDOR SUPPORTED PRODUCTS

Vendor	Description	Vendor Service Level	Qty	Term Fees
				$.00
				$.00
				$.00
				$.00
				$.00
				$.00
			TOTAL	**$.00**

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT **TERM:**

Ala Carte Services Available:

Professional Services Upgrades*	Users Conference Advance Purchase**
Hardware Refresh*	On-site Support Dedicated Resource
Professional Services Consultation	GeoFile Services
Professional Services Training	Lifecycle Services*

**Require Multi-Year Agreement*

****USERS CONFERENCE ADVANCE PURCHASE OPTION**					
Users Conference Attendance	**Year 10**		**Attendees**	**Qty per Year**	**Fees**
			Standard Attendance[1]	**4**	**$112,000**
			Registration Only		

Standard Attendance Fees Includes the following:

- **Registration fee**
- **Round trip travel for event (booked by Motorola)**
- **Hotel accommodations (booked by Customer Agency per Motorola website instructions)**
- **Ground Transportation (booked by Motorola)**
- **Daily meal allowance[2]**

[1] Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed

[2] Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

ALA CARTE SUPPORT SERVICES

Service	Description	SOW Reference	Qty	Term Fees
				$.00
				$.00
				$.00
			TOTAL	**$.00**

SUPPORT FEES SUMMARY

Product	Service Level	Term Fees
Motorola Product ™	xx	$.00
Added Motorola Product ™	xx	$.00
	Multi-System Discount - x%	($.00)
	Multi-Year Discount - 2%	($.00)
	SUBTOTAL MOTOROLA SUPPORT	**$.00**
Vendor Product	xx	$.00
Added Vendor Product	xx	$.00
	SUBTOTAL THIRD PARTY SUPPORT	**$.00**
Ala Carte Support Service	xx	$.00
Added Ala Carte Support Service	xx	$.00
	SUBTOTAL OPTIONAL SUPPORT SERVICES	**$.00**
	GRAND TOTAL	**$.00**
	MONTHLY FEES (remove if not applicable)	**$.00**

Exhibit B

STATEMENT OF WORK

MAINTENANCE AND SUPPORT AGREEMENT **TERM:**

CUSTOMER:

PremierOne

Advanced Support Services

Statement of Work

Version 1.0

March 2018

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Appendix C – PremierOne Pricing Configuration ..... **Error! Bookmark not defined.**

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

Advanced Support Services include each of these services summarized below, as well as expanded upon in appendices A, B and C. In the event of a conflict between the Sections below and an individual SOW Appendices, the individual SOW Appendices prevails.

Advanced Services

The Motorola Premier One monitoring service is a 24X7 monitoring solution which allow customers with PremierOne solutions to function optimally by minimizing outages while maximizing the system uptime.

Premier One Alerts from customer sites are sent to a Motorola Gmail address which is specifically used for Motorola's PremierOne monitoring management tool. This tool will collect, consolidate, filter and correlate the events and will present actionable incidents to a dedicated PremierOne support technician. This technician will perform an incident triage and determine the next course of action based on the issue.

PremierOne alerts will be gathered internally and externally, meaning that whether the incident is related to the PremierOne software and components or devices that interface to the PremierOne core, Motorola will now be notified of the issue. Some of the examples of the alerts which will be monitored are CPU load, disk space capacity, resource utilization, services and application issues and as well as overall network health.

Customer Support Plan (CSP)

The CSP will define the system elements covered under Advanced Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Advanced Services CSP and other portions of the Agreement.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW. The outlined services in this SOW will be adapted to identify and account for the parts of the solution which are unique to the Customer's own environment, in addition to the standard technologies, systems, operating environments, and PremierOne components in the CSP. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the SOW. Any delay by Customer in providing information relevant to the CSP will create a delay in implementing the CSP and this SOW.

Centralized Service Delivery

The Technical Support Organization (TSO) provides telephone consultation for technical issues that require a high level of PremierOne experience and troubleshooting capabilities. Technical Support is delivered through the Westminster Colorado TSO by a staff of technical support specialists skilled in diagnosis and swift resolution of on-premise software system performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers. PremierOne Advanced alerts are routed to the technicians within this organization that are highly trained in your technology. Appendix A contains the SOW for Technical Support and Advanced monitoring along with Motorola and Customer responsibilities.

Software Maintenance Agreement (SMA)

As new PremierOne releases become available under the Agreement, Motorola's Software Maintenance Agreement provides pre-tested software updates for PremierOne systems. Updates include On-Demand (OD updates, Cumulative Updates (CU) and Annual Standard Releases (SRs). Motorola will provide remote support to apply On Demand (OD) and Cumulative Updates (CU) only. Customer will need to purchase additional on-site installation services via the PremierOne System Integration Team for Standard Releases (SRs) or onsite installation of OD or CU releases. Motorola will post the

updates to the MyView Portal for customer retrieval. If there are any recommended configuration changes, warnings, or work-arounds, Motorola will provide detailed documentation along with the updates on the website. The customer will be responsible for scheduling remote support for the application of OD/CU updates with Motorola's PremierOne Tech Support Operations (TSO) Team and work with CSM to coordinate purchase of on-site installation services with the Motorola SI Organization. Appendix B contains the SOW for the SMA.

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

A "Cumulative Update" is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates will be superseded by the next issued Cumulative Update.

A "Supplemental Release" is defined as an interim release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on the Customer's specific configuration, a Supplemental Release might not be applicable.

A "Standard Release" is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that is reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).

A "Product Release" is defined as a release of Motorola Software considered to be the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola's opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally.

On Demand Releases are identified by the fifth character of the five-character release number, "1.2.0.4.a," Cumulative Updates by the fourth digit: "1.2.0.4.a," Supplemental Releases are identified by the third digit: "1.2.0.4.a," Standard Releases by the second digit: "1.2.0.4.a," and Product Releases by the first digit: "1.2.0.4.a."

End User Provisioning

Motorola will work with Customer during the initial deployment of the PremierOne system on all provisioning. All subsequent provisioning after the initial deployment is the responsibility of the Customer. The process to implement and deploy provisioning will be communicated during the initial deployment of the system. Provisioning efforts are not included in this agreement.

Appendix A: Advanced Support Services Statement of Work

Motorola's Advanced Support Service provides telephone consultation for technical issues that require a high level of PremierOne knowledge and troubleshooting capabilities. In addition, this service provides intelligent monitoring configuration and correlation, to proactively address issues within the customer's solution. Remote Monitoring and Technical Support is delivered through the Motorola Solutions Technical Support Organization (TSO) by a staff of technical support specialists skilled in diagnosis and swift resolution of PremierOne performance and operational issues.

1.1 Description of Technical Support Services

The primary goal of Motorola's Technical Support Organization's (TSO) is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported system. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The TSO team remotely supports the customer and works with fault diagnostics tools, simulation environments and knowledge database search engines.

Calls requiring incidents or service requests will be assigned the impact level in accordance with the agreed Severity Level Response Time Goals stated in this document.

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

Customer will provide a suitably trained technical resource that administers the PremierOne solution and interfaces with the Motorola TSO team, and who is familiar with the operation of that system. Motorola will provide technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

1.2 Scope

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

2.0 Description of Monitoring Services

Motorola's primary goal in providing PremierOne Solution Monitoring is to maximize solution performance and prevent outages caused by solution issues that can be identified through automation. Motorola resources will configure Microsoft System Communication Operations Manager (SCOM) and SolarWinds to monitor the applications, the hardware and the network edge devices. These alerts will be sent via SMTP to Motorola's monitoring management tools, which will process the alert through logical analytics and create a support event which is routed to a technician trained to triage and take corrective action. The following matrix displays the areas of the PremierOne solution and the monitoring solution:

Component	Monitoring Tool
PremierOne Server Software (R4.1 and higher)	SCOM
CPU Loading	SCOM
Disk space/capacity	SCOM
Resource Utilization	SCOM

Component	Monitoring Tool
Network Health	SCOM/Solarwinds
FortiGate	SolarWinds
Firewall	SolarWinds
DR Connection (if applicable)	SolarWinds
SAN Devices/Hardware	SolarWinds
MGMTHost	SolarWinds
NetClock	SolarWinds
Power Distribution Units	Solarwinds

3.0 Inclusions

3.1 Technical Support service will be delivered on Motorola sold PremierOne Software (R4.1 and higher) and Components.

3.2 Remote upgrade services for On Demand (OD) and Cumulative Update (CU) releases to apply defect resolutions.

3.3 Routine review of Monitoring events library and add/remove events dependent upon solution updates

3.4 Access to new PremierOne software releases via MyView Portal

4.0 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are part of another offering of Services that are available to remote Technical Support customers at an additional cost:

4.1 On-site visits /resources.

4.2 System installations, upgrades, and expansions.

4.3 Hardware replacement/exchange.

4.4 Motorola implementation or on-site upgrade services.

5.0 Motorola has the following responsibilities:

5.1 Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2 and 3 response times.

5.2 Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document.

5.3 Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

5.4 Maintain communication with the customer as needed until resolution of the case

5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.

5.6 Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

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

5.8 Verify connectivity and event monitoring prior to service start date.

5.9 Monitor system continuously 24x7x365..

5.10 Remotely access the customer's system to perform remote diagnosis as permitted by customer.

5.11 MSI to provide reports (via MyView or other) displaying number of Remedy incidents opened monthly.

6.0. The Customer has the following responsibilities:

6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

6.3 Contact the TSO 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.

6.4 Maintain suitable trained technical resources that provide technical maintenance services to the system, and who are familiar with the operation of that system.

6.5 Supply suitably skilled and trained on-site presence when requested by the TSO.

6.6 Validate issue resolution prior to close of the case in a timely manner.

6.7 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Response Time Goals section in this document.

6.8 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support.

6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

6.11 Customer to manage SMTP email service including daily operation and restoral of email server/services in order to maintain monitoring service.

6.12 Customer to allow MSI to load motioning email address into SMTP server to enable monitoring solution.

7.0 Technical Support Severity Level Response Time Goals

The response times are based on the defined severity levels. The response goals are only applicable to the technical support service as follows:

Severity Level	Response Time
Severity 1	This severity level is meant to represent a complete failure of the PremierOne Solution. No Work-around or immediate solution is available. A Motorola TSO Technician will respond 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	This level is a **Critical Failure.** Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features. A Motorola TSO Technician will respond within three hours of the request for support being logged in 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	This level is meant to represent a minor issue that does not preclude use of PremierOne Solution. A Motorola TSO Technician will respond within the next business day of the request for support being logged in 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	This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests. A Motorola Solution Support Center Agent will make contact with the customer/caller within 2 standard business days of the request for support. Response provided 8 x 5 on standard business days (Monday through Friday 8AM to 5PM for the customer time zone.

Appendix B: Software Maintenance Agreement (SMA) Statement of Work

1.1 Description of Service and Obligations

As PremierOne releases become available as defined by the Agreement, Motorola agrees to provide the Customer with the software required to execute for their PremierOne system. Remote upgrade services are included for OD and CU releases. Standard Release (SR) installation labor services are not included. Currently, Motorola's software releases include any Motorola software updates that may be available. Motorola will only provide releases that have been analyzed, pre-tested, and certified in a dedicated PremierOne test lab to ensure application functionality.

1.2 Scope

The PremierOne certified release software is covered under SMA.

The PremierOne SMA does not cover other products. Refer to section 2.0 for exclusions and limitations.

PremierOne SMA pricing is based on the customer system configuration outlined in Appendix A. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an PremierOne SMA price adjustment.

The PremierOne SMA applies only to software release upgrades within the previous two releases from the current PremierOne version.

The Customer agrees that they shall:

1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources to perform a PremierOne release upgrade.

1.2.2 Purchase any onsite labor needed to implement system release upgrades OD or CU upgrades and any labor needed to implement SR system release upgrades.

1.2.3 Purchase any additional hardware and software needed to implement any optional solution features or number of users/new service expansions.

1.2.4 Provide or purchase labor to implement optional solution features or number of licenses/new service expansions.

1.2.5 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable

Motorola to provide software upgrade services.

1.3 Exclusions and Limitations

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

1.3.2 The parties acknowledge and agree that the PremierOne SMA does not cover the following products:

1.3.3 Motorola Networks and Infrastructure Products

1.3.4 Non- Motorola Network and Infrastructure Products

1.3.5 Motorola Command Central Software, CallWorks, Flex or other Motorola Software products

1.3.6 Custom Software or Third Party Application Software

1.3.7 Data Radio Devices

1.3.8 Mobile computing devices such as Laptops

1.3.9 Motorola and Non-Motorola two-way radio subscriber products

1.3.10 Point-to-point products such as fiber, LAN/WAN, microwave terminals and association multiplex equipment

1.3.11 PremierOne SMA does not cover any hardware or software supplied by or to the Customer when purchased directly from a third party, unless specifically included in this SOW.

1.3.12 PremierOne SMA does not cover software support for virus attacks or other applications that are not part of the PremierOne system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications.

1.3.13 Upgrades for equipment add-ons or expansions during the term of this PremierOne SMA are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

1.4 Special provisions

1.4.1 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

1.4.2 PremierOne SMA services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

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

1.4.4 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

1.4.5 The SMA annualized price is based on the fulfillment of the 12-month term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

Exhibit C

CUSTOMER SUPPORT PLAN - PREMIERONE ADVANCED

MAINTENANCE AND SUPPORT AGREEMENT **TBD** **TERM:** **TBD**

CUSTOMER: **XX**

Below are the topics outlined in this Customer Support Plan:

I. Service Level Targets
II. Security
III. Service Offerings
IV. Accessing Customer Support
V. Responsibilities
VI. Contacts

I. TECHNICAL SUPPORT SERVICE LEVEL TARGETS

Motorola will strive to meet the technical support response time goals set forth in the table below.

RESPONSE TIME GOALS

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours

3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features	Telephone conference within 8 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	**ACTION**	**RESPONSIBILITY**
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice Presidents of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All ***Severity Level 1*** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

II. SECURITY.

1.1 Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, corruption, or other security risk. During the term of the Agreement, if the Solution enables access to Criminal Justice Information (CJI), as defined by the Criminal Justice Information Services Security Policy (CJIS), Motorola will provide and comply with a CJIS Security Compliance document. Any additional Security measure desired by Customer may be available for an additional fee.

1.2 Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

1.3 Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Service provided. Customer must also establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever for customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. MSI reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

1.4 Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

III. Service Offerings

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst ("CSA") or Technical Support Analyst ("TSA") or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

IV. Accessing Customer Support

The Motorola Solutions System Support Center Operations

Motorola Applications Technical Support personnel in cooperation with Motorola System Support Center ("SSC") provide the gateway to technical support for all of Motorola Applications. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as commercially reasonable. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means Technical Support is always available. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time a customer calls, information is logged about the specific request such that it is available for future reference and analysis.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **Email Case Ticketing**
3. **MyView Portal**

Option 1 - Call Motorola Solutions System Support Center

Call Motorola Solutions Toll free 800-323-9949

Select from the auto attendant as follows:

- **Option 2 – Technical Support of Infrastructure Products**
- **Then select Option 6 for Public Safety Applications**
- **Next select the appropriate product type option**

Upon contact with the SSC/TSO personnel, the caller will provide the name and phone number for Customer contact and your agency and **Site ID [to be customized]**. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.

Generally, customers calling the toll-free 800 number will access Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.

Option 2 - Submit a ticket via Email Case Management

An alternate Customer Support tool is available for Applications customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is available for severity levels (3) three and (4) four only. To properly process a ticket, the message must be formatted exactly as described below:

Address Email to: PSACASE@motorolasolutions.com

Subject: Type **PSA Service Request** and Brief Description of the problem (This becomes the case title)

Use the following template for the body of the email. You can copy and paste from below, filling in the accurate and specific needs of the request following the bold items listed:

Site ID = Site **ID** **|to be customized|**

Product Type= followed by the product family type. Choose from the following list:

- PremierOne CAD, Mobile, Records, Jail, Handheld
- PremierMDC (PMDC)

Contact First Name = followed by your first name or the name of the person you would like support personnel to contact

Contact Last Name = followed by your last name or the name of the person you would like support personnel to contact.

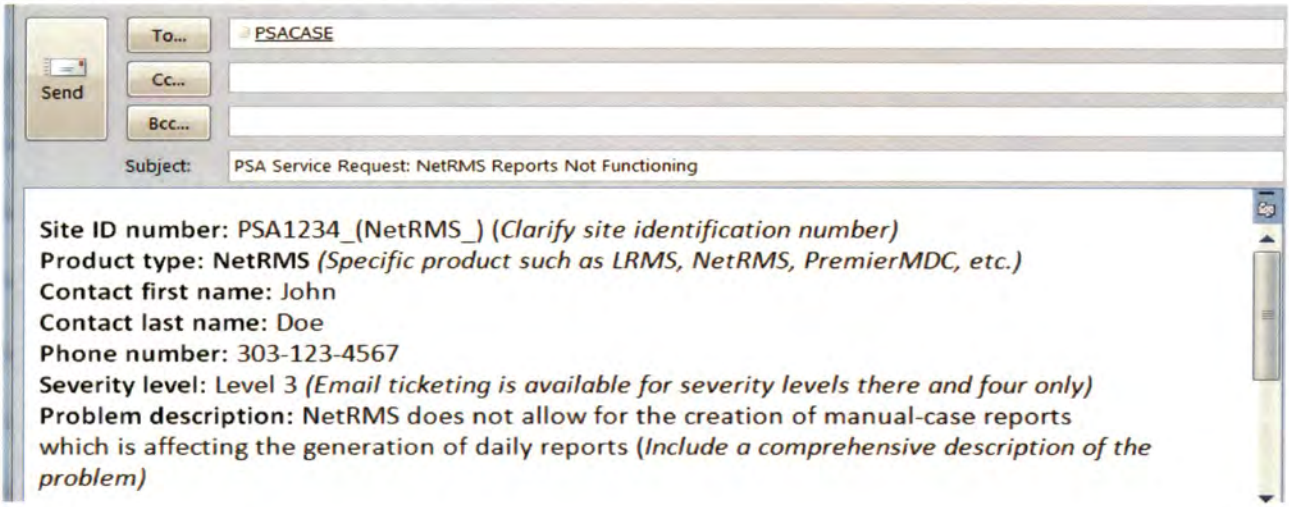
Phone Number = followed by the area code and phone number where the contact person may be reached

Severity Level = followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number

Problem Description = followed by a comprehensive description of the problem

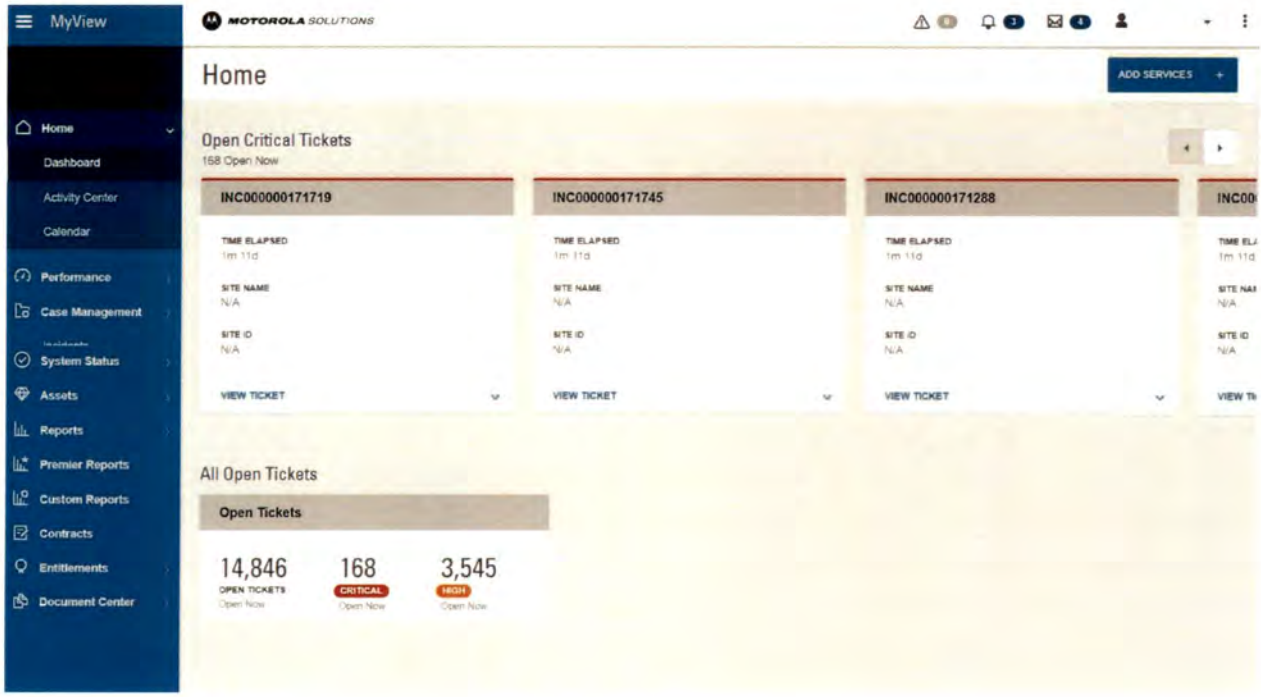
Send the message to us. You will receive an email with your case number for future reference.

SAMPLE Email Ticket Formatting:



Option 3 - Case Management via MyView Portal

MyView Portal provides actionable insights into your mission-critical operations, giving you the knowledge to make data-driven decisions that mitigate the risk of downtime and enhance system performance. With Essential and Advanced Support Service Packages, MyView Portal gives you valuable system and service information whenever you need it along with complete support case/incident management from submission to close.



V. Key Responsibilities

5.1 Motorola Responsibilities

5.1.1 **Motorola Response**. Motorola will provide telephone and on-site response to Central Site, defined as the Customer's primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit in the subscription agreement.

5.1.2 **Remote Installation**. At Customer's request, Motorola will provide remote installation advice or assistance for Updates.

5.1.3 **On-Site Software Correction**. Unless otherwise stated herein, all support will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.

5.1.4 **Reports**. Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.

5.1.5 Compliance to Local, County, State and/or Federal Mandated Changes. (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to NCIC and state interfaces are not part of the covered Services. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.

5.1.6 Maintenance Contract Administration. Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system. Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola offers various levels of support to meet an agency's requirements

5.1.7 Monitor the customer system per the requirements in the Advanced Statement of Work.

5.2 Customer Responsibilities

5.2.1 **Troubleshooting**. Customer will make every effort to triage issues internally. If MSI assistance is requested, customer will make all reasonable efforts to assist in problem resolution. This may include problem reproduction, answering questions, supplying data, etc.

5.2.2 **Initiate Service Request Cases**. Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.

5.2.3 **Assess Severity Level**. Assist in assessing and assigning the initial and the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.

5.2.4 **Escalate Appropriately**. Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit.

5.2.5 **Maintenance on Hardware**. Customer will provide all on-site hardware maintenance and service, or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Solutions Maintenance and Support Agreement.

5.2.6 **VPN connectivity**. Provide VPN connectivity and telephone access to Motorola personnel.

5.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate and will not adversely impact the system.

5.2.8 **Physical Server Maintenance**. Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.

5.2.9 **Virtual Server Maintenance**. Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.

5.2.10 **Event Log Review**. Review System and Application Event Logs periodically to identify any possible problems, and/or unrecognized or frequent errors.

5.2.11 **Physical Workstation Maintenance**. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Inspect physical equipment for damage or wear, replace parts as per contractual agreement.

5.2.12 **CAD Client Maintenance**. Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.). Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list.

5.2.13 **Mobile Client Maintenance**. Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.). Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list. Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.).

5.2.14 **Third-Party Maintenance**:

5.2.14.1 **.Net**. Install, upgrade, configure, and maintain .net framework software as per minimum requirements outlined by MSI

5.2.14.2 **Server**. Install, upgrade, configure, and maintain all servers hosting 3rd party products that interface to MSI products. See Physical Server Maintenance section above for additional explanation

5.2.14.3 **SQL**. Install, upgrade, configure, and maintain MSSQL application. Make resource optimization changes pertaining to best practices as required by MSI.

5.2.14.4 **SQL Express**. Install, upgrade, configure, and maintain MSSQL Express application. Make resource optimization changes pertaining to best practices as required by MSI.

5.2.14.5 **Unembedded Third-Party Licensing.** Maintain and apply all third party licensing for products not specifically embedded within an MSI proprietary product.

5.2.15 **DB Failover** (Post 4.0). Perform and periodically test system database failover via script or MSSQL tools. Engage Motorola Support and provide supporting data for any problems discovered. Perform and periodically test system disaster recovery site failover via script provided by Motorola. Officially notify Motorola of any plans to perform DR failover with reasonable advance notice. Engage Motorola Support and provide supporting data for any problems discovered.

5.2.16 **Data Purging**. Perform regular file archival and purge as necessary. Configure data purges compliant with government mandates and internal retention protocols. Maintain adequate storage space to ensure that retention of required data will not adversely impact MSI Systems.

5.2.17 **Storage Capacity Tracking and Maintenance**. Monitor, maintain, and configure system data storage components in accordance with accepted standards and operational requirements as outlined by MSI. Act on any storage related SCOM notification in accordance with the SCOM monitoring standards outlined above.

5.2.18 **Temporary DB File Size Maintenance**. Monitor system temporary database size and available storage. Act on any related SCOM notifications in accordance with the SCOM monitoring standards outlined above.

5.2.19 **RDW Maintenance**. See Physical/Virtual Server.

5.2.20 **Customer Reports**. Build/Modify/Support all custom reports in a manner that will not adversely impact RDW Server/Database functionality. Custom reports are the sole responsibility of the creator and not supported by MSI.

5.2.21 **CAD Client Install and Testing**. Install, upgrade, and test P1 Software Updates (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to MSI for review and correction. Ensure that minimum software/hardware requirements are met.

5.2.22 **Mobile Client Install and Testing**. Install, upgrade, and test P1 Software Updates (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to MSI for review and correction. Ensure that minimum software/hardware requirements are met.

5.2.23 **GIS Updates - PremierOne Map Maintenance**. Ensure validity and integrity of all GIS related data introduced to the system. Record modifications made to GIS files, and confirm expected behavior within the PremierOne system. Perform all server mapping updates, geoset transitions, and distribute updated map files to CAD/Mobile clients.

5.2.24 **Anti-Virus and Windows UAC**. Install, configure, and upgrade chosen anti-virus software. Appropriately configure user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the customer will be responsible for diagnosing and correcting the issue. Per request, MSI will make every reasonable effort to test and verify specific anti-virus patches against a replication of the customer's application if a problem cannot be resolved internally.

5.2.25 **System, Database, HD and Tape Backups**. Perform and/or ensure successful completion of daily backup operations. Ensure that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that PremierOne SSMS full and incremental database backups completing successfully, report related SCOM notifications to MSI.

5.2.26 **Provisioning knowledge of the system**. Customer must ensure that adequate provisioning training and knowledge has been provided to those authorized to access and/or make changes within PremierOne Provisioning. Provisioning changes should be tracked. This information should be supplied to MSI to aid in troubleshooting efforts should a problem be experienced. MSI now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the customer as a failsafe.

5.2.27 **Records ACT**. Only trained users of ACT should attempt to use ACT to maintain their system. New module creation, or existing module changes, should first be completed and tested within a non-production environment. Apply changes to the production environment by running a buildset, or importing the ash file(s). All changes made in ACT should be tracked via MSI supplied excel files. These files must be made available upon request to aid in MSI troubleshooting efforts. ACT additions, changes, and maintenance is the sole responsibility of the customer.

5.2.28 **Use of Deployment or All-In-One**. Users of the deployment tool or AIO tool must be appropriately trained, and understand it's operation fully. Deployment packages that are no longer necessary should be purged. Customer is responsible for client deployment, and should engage MSI support if a problem is discovered.

5.2.29 **Tape Backup Rotation**. See Backup.

5.2.30 **HD Backup Rotation**. See Backup.

5.2.31 **Gathering Issue Logs (Server and Client)**. Supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by MSI, must be furnished. Absence of requested data may lead to case closure.

5.2.32 **Customer Data Archiving**. Customer is responsible for all P1 Data Archival as per their internal requirements and needs. Adequate storage space should be maintained, and data must not be stored in a manner that adversely impacts the PremierOne System or component operations.

5.2.33 **Network Bandwidth and Stability**. Install, monitor, and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of MSI products and related system components.

5.2.34 **Remote Access**. Upon successful completion of approved background check, customer must provide remote access to requesting MSI personnel for troubleshooting purposes. This includes, but is not limited to, VPN account access, remote hosting, PremierOne domain access, and access to all system elements that pertain to the operation of the PremierOne CAD system and functionality.

5.2.35 **User Access Control**. See Anti-Virus.

5.2.36 **Backup Power**. Install and maintain backup power source to ensure the effective operation of the PremierOne CAD System and all its components in the event of a primary power source failure.

5.2.37 **End User Training**. Ensure that all end users of MSI products are adequately trained to perform their duties and not cause harm or upset of system functionality. MSI does offer additional training if necessary for an additional cost.

5.2.38 **Change Management**. Notify Motorola of any changes made to the PremierOne CAD System, associated interfaces, related hardware, software, network, or any other system element that may adversely impact operation or system functionality.

VI. Contact Information

Motorola Solutions Contacts

CONTACT	PHONE NUMBER
Motorola Solutions System Support Center	**(800) 323-9949** **Option 2 >** **Option 6 >** **Option #**
CSM NAME Customer Service Manager CSM@motorolasolutions.com	(XXX) XXX-XXXX - mobile
Jerry McConnell Senior Manager, Technical Support Jerry.@motorolasolutions.com	(847)576-1431- office
Phillip Askey Technical Support Manager – Command & Control (PSA) Applications P.Askey@motorolasolutions.com	(720) 565-4764 - office
AE NAME Account Executive, Manager AE@motorolasolutions.com	(XXX) XXX-XXXX - mobile

Customer Contacts (to be provided by Customer)

Customer Agency Name: Address: City, State and Zip:
Billing Contact Name: Phone No: Email:
Backup System Administrator Name: Phone No: Email:
Service Escalations Contact Name: Title: Phone No: Email:

Exhibit D

PROFESSIONAL UPGRADE SERVICES STATEMENT OF WORK

MAINTENANCE AND SUPPORT AGREEMENT
CUSTOMER: City of Glendale, AZ **TERM**: 10 Years

General Information

This document describes the scope of work involved in providing upgraded PremierOne system software, and if specifically referenced, system hardware to support the Customer's upgrade to the latest generally available release of PremierOne application software, hereinafter referred to as Lifecycle services, throughout the duration of the maintenance and support period. The Lifecycle services are provided in accordance with the terms and conditions of the Motorola Solutions Inc. Maintenance and Support Agreement ("Agreement").

Per the terms of the Agreement, when and if a Standard Release version becomes available, Motorola will perform services described in this Statement of Work to install a Standard Release two (2) times during the Term, upon customer initiated request to the Customer Support organization. In combination with the installation of a third (3) Standard Release, Motorola will also upgrade the system hardware and software once. Upgrades will be scheduled in order of receipt, based on resource availability.

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

Upgrade SErvices

Lifecycle Services are defined in scope as the labor services required to execute on the planning, delivering, testing and training of Motorola Standard Releases of software to the Customer when and if Standard Releases of software become available for those solutions components identified in Exhibit A Description of Covered Products contained within the Motorola Solutions, Inc. Maintenance and Support Agreement.

At the time of contracting, Motorola has identified the covered software products as follows:

- PremierOne Software inclusive of
  - PremierOne CAD/Mobile/Records

Except for the upgrade that includes new system hardware, unless specifically noted here, the existing hardware will be re-utilized with the upgraded PremierOne System software when feasible. Should changes in hardware or additional hardware be required for the new release, Motorola Solutions will notify Customer.

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

Upgrade Considerations

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

1. All parties recognize that the SOW is not necessarily formatted chronologically with contractual obligations defaulting to the project schedule.
2. Only those interfaces covered under the terms of the Maintenance and Support Agreement will be validated and or modified to ensure operational use with the upgraded PremierOne System software. Supported interface functionality is that which is described in the original interface specification document (ISD).
3. Prior to cutover, there may be periods of time during which interface functionality will not be available for production operations while testing is conducted with the new hardware.

4. If the upgraded software version supports enhanced interface functionality that is desired but not supported by the original interface, such enhanced functionality shall not be available unless specifically included in the scope described herein.
5. CAD user interface (UI) customization will be replicated from the current CAD UI.
6. Customer should be prepared to go to a "manual" mode during the periods of time when operations are moving from the existing system to the upgraded system.

Kickoff Teleconference

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

The objectives of this task are:

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

Motorola Responsibilities

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

Customer Responsibilities

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

Completion Criteria

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

Hardware and Software Upgrade Implementation

The objective of this task is to conduct activities required for the upgrade of the PremierOne hardware and software. Motorola will procure and deliver the new system hardware and software to the primary site.

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

PremierOne Hardware and Software Upgrade

Motorola Responsibilities

1. Order hardware and software.
2. Stage system at Motorola facility.
3. Integrate and configure server and hardware components.
4. Backup and restore production database from existing system.
5. Ship system to Customer site.
6. Travel to perform installation tasks.
7. Configure interface connections, depending on connections Customer makes available.
8. Remotely review new features and functions.
9. Remotely conduct provisioning and functionality upgrade training.
10. Provide remote support for up to ten (10) business days while Customer tests system.

Customer Responsibilities

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

Cutover to Production System

Motorola Responsibilities

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

Customer Responsibilities

1. Provide and make available (during business hours, 8:00am to 5:00pm) the appropriate lines for production testing of interfaces.
2. Acknowledge system readiness for production cutover.

3. Execute the plan to install upgraded client software on CAD workstations and mobile devices.
4. Facilitate the transition of production operations to the upgraded primary system.

Completion Criteria

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

Upgrade Completion

Completion of the upgrade will be acknowledged by the Customer upon production operations of the upgraded software. The Customer will work with the support organization to update existing cases that are resolved with the upgrade.

Exhibit E

SYSTEM ACCEPTANCE CERTIFICATE
Public Safety Applications

Customer Name: _____

Project Name: _____

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.

2. The System is accepted.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

FINAL PROJECT ACCEPTANCE:
Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:	Motorola Representative:
Signature: _____	Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SUBSCRIPTION SERVICES ADDENDUM

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

The terms of the Addendum, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Addendum and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1. DEFINITIONS

All capitalized terms not otherwise defined in this Addendum shall have the same meaning as defined in the Primary Agreement. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Addendum.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Addendum, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Addendum; or is explicitly approved for release by written authorization of the disclosing Party.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

"Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means, as applicable, the date of the last signature to include this Addendum., unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

"Force Majeure" which means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"Licensed Product" means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

"Native Data" means data that is created solely by Customer or its agents.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

"Software" means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

"Solution" means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

"Statement of Work" If included, the Statement of Work ("SOW") describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Addendum, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

"Subscription Services" or "Services" means those subscription services to be provided by Motorola to Customer under this Addendum, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.

"Users" means Customer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2. SCOPE

2.1 **Subscription Services.** Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola ("Incorporated Document(s)"), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in a Statement of Work, as applicable. In the event of a conflict between an Addendum and a Statement of Work, , the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Addendum and Statement of work and any applicable Incorporated Documents.

2.2 **Changes.** Customer may request changes to the Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the Services.

2.3 **Non-solicitation.** During the term of this Addendum and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3. TERM

3.1 **Term.** The Term of this Agreement shall be the same as the Term of the Primary Agreement. The Agreement may be renewed for additional one year periods on the anniversary of the Effective Date, at the sole discretion of the Customer, upon notice to Motorola of its intention to renew the Addendum, at least thirty (30) days before the anniversary date or until termination by either Party in accordance with the Termination section of the Addendum.

3.2 **Minimum Initial Term.** For certain Subscription Services, a minimum initial term greater than one year may be required ("Minimum Initial Term"). Following the Minimum Initial Term, this Addendum will automatically renew upon each anniversary of the Effective Date for a successive renewal term of the same duration as the Minimum Initial Term, unless either Party: 1) notifies the other of its intention to not renew the Addendum (in whole or part) at least thirty (30) days before the anniversary date; 2) requests an alternate term; or 3) terminates in accordance with the termination provision in the Addendum, including non-payment of fees for the renewal period by the anniversary date.

3.3 **Renewals.** The terms and conditions of the Addendum will govern any renewal periods.

4. CUSTOMER OBLIGATIONS. Customer will fulfill all of its obligations in this Addendum, including applicable Statement(s) of Work and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1 Access. To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2 Customer Information. If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Addendum. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3 Risk of Loss. If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

4.4 Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this Addendum or in the Incorporated Documents, title to any equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this Addendum will be governed by the terms and conditions set forth in the Primary Agreement.

4.5 Enable Users. Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Addendum prior to allowing Users to access or use Subscription Services.

4.6 Non-preclusion. If, as a result of the Subscription Services performed under this Addendum, Motorola recommends that Customer purchase products or other services, nothing in this Addendum precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees.

5.1 **Recurring Fees.** Unless stated differently in an applicable Statement of Work, Incorporated Documents or otherwise arranged in writing with Motorola, Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 **No Purchase Order Requirement.** For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 **Start Up Fees.** Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 **Fee Change.** Motorola reserves the right to terminate Service for non-payment of fees within 60 days of the invoice due date.

5.4 **RESERVED**

5.5 **Taxes.** The Subscription Fees and start up fees do not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer, except as exempt by law. If Motorola is required to pay any of those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 Licensed Products. Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Addendum. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in this Addendum, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Addendum is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Services to Customer remain vested exclusively in Motorola, and this Addendum does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Addendum.

8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i)

access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3 **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9 WARRANTY

9.1 **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2 **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3 **Equipment Sale.** Warranty for any equipment sold pursuant to this Addendum will be set forth in the Primary Agreement.

10. DISCLAIMERS

10.1 **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2 **Privacy**. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Addendum, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3 **Social Media**. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Addendum, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4 **Misuse.** Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11. LIMITATION OF LIABILITY

11.1 **Liability Limit.** 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,. 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, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS ADDENDUM OR THE PERFORMANCE OF THE SUBSCRIPTION SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except

for money due upon an open account.

11.2 **Additional Disclaimers.** MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3 **Essential term.** The parties acknowledge that the prices have been set and the Addendum entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12 DEFAULT AND TERMINATION

12.1 **Default By a Party**. If either Party fails to perform a material obligation under this Addendum, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written, detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Addendum which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

12.2 **Failure To Cure.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Addendum. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Addendum as permitted by this Section, and procures the Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

12.3 **No Refund.** If a subscription is terminated for any reason prior to the end of the Subscription Services Term or other subscription period set forth in the Incorporated Documents or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

12.4 **Cancellation Fee.** If Customer terminates prior to the end of the Term for any reason other than Motorola default, Customer will be required to pay a cancellation fee of one (1) year of subscription fees if such termination occurs between years 1-7.

12.5 **Return of Discount.** If Customer is afforded a discount in exchange for a term commitment longer than one year, early termination will result in an early termination fee, representing a return of the discount off of list price.

12.6 **Return Confidential Information.** Upon termination or expiration of the Addendum, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7 **Connection Terminated.** Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8 **Equipment Return.** Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

13. DISPUTES

13.1. **Settlement.** The parties will attempt to settle any dispute arising from this Addendum (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2 **Litigation.** A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14. SECURITY.

14.1 **Industry Standard.** Motorola will maintain industry standard security measures to protect the Solution from intrusion, breach, or corruption. During the term of Addendum, if the Solution enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional Security measure desired by Customer may be available for an additional fee.

14.2 **Background checks.** Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards, such checks to be conducted by

Customer or by an agency selected by Customer.

14.3 **Customer Security Measures.** Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security and protective data privacy measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Solution Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security and data privacy measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Service if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola's own security measures.

14.4 **Breach Response Plan.** Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1. CONFIDENTIAL INFORMATION.

15.1.1. **Treatment of Confidential Information.** During the term of this Addendum, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but those precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Addendum or pursuant to the license granted immediately below.

15.1.2. **Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Addendum.

15.2. PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 **Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Addendum, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or Services to Customer, and this Addendum does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Addendum does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3 **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Addendum to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Addendum, the parties' rights and remedies under this Addendum are cumulative.

16. GENERAL

16.1 **Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 **Compliance with Applicable Laws.** Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Addendum. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's' prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Addendum. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 **Audit.** Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

16.4 **Assignability.** Except as provided herein, neither Party may assign this Addendum 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 Addendum to any of its affiliates or its right to receive payment without the prior consent of Customer. 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 Addendum 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. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Addendum.

16.5 **Subcontracting.** Motorola may subcontract any portion of the Subscription Services with prior notice to Customer.

16.6 **Waiver.** Failure or delay by either Party to exercise a right or power will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.7 **Severability.** If a court of competent jurisdiction renders any part of this Addendum invalid or otherwise unenforceable, that part will be severed and the remainder of this Addendum will continue in full force and effect.

16.8 **Independent Contractors.** Each Party will perform its duties under this Addendum as an independent contractor. The parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Addendum will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Addendum will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

16.9 **Headings.** The section headings in this Addendum are inserted only for convenience and are not to be construed as part of this Addendum or as a limitation of the scope of the particular section to which the heading refers. This Addendum will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

16.10 **Governing Law.** This Addendum and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Arizona.

16.11 **Notices.** Notices required under this Addendum to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

16.12 **Authority To Execute Addendum.** Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Addendum and to perform its duties under this Addendum; the person executing this Addendum on its behalf has the authority to do so; upon execution and delivery of this Addendum by the parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Addendum does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.13 **Return of Equipment.** Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. **Survival Of Terms.** The following provisions survives the expiration or termination of this Addendum for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11

(Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights);; and all General provisions in Section 16.

16.15. **ENTIRE AGREEMENT.** This Addendum, the Primary Agreement, and any Incorporated Documents or related attachments constitute the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

In witness whereof, the parties hereto have executed this Addendum as of the Effective Date.

CUSTOMER

BY: _____

NAME: Kevin R. Phelps

TITLE: City Manager

DATE: 9/26/2019

MOTOROLA SOLUTIONS, INC.

BY: _____

NAME: Larry Mabry

MSSSI Vice President & Director Sales

TITLE: _____

DATE: 9/5/2019

BILL TO ADDRESS:

Name: _____
Address: _____
Address: _____
Phone #: _____

SHIP TO ADDRESS (If applicable):

Name: _____
Address: _____
Address: _____
Phone #: _____

FINAL DESTINATION (If applicable):

Name: _____
Address: _____
Address: _____
Phone #: _____

ATTEST: _____
City Clerk

Approved as to form

_____
City Attorney

Schedule – Terms and Conditions for Vigilant Software Products

This Schedule to the Communications System and Services Agreement ("Primary Agreement") is incorporated into and made a part of the Primary Agreement, but provides additional or different terms and conditions applicable to the sale of Vigilant Software Products. In the event of a conflict between the terms of this Schedule and the Primary Agreement with respect to the Vigilant Software Products, the terms of this Schedule shall take precedence.

1. Definitions.

(a) "Agency" means the Glendale, AZ Police Department.

(b) "CJIS Security Policy" means the FBI CJIS Security Policy document as published by the FBY CHIS Information Security Officer.

(c) "CLK" or "Camera License Key" means an electronic key that will permit each license of Vigilant's CarDetector brand LPR software or LineUp brand facial recognition software (one CLK per camera) to be used with other Vigilant approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Vigilant or provided by a Vigilant certified reselling partner that has authority from Vigilant to deliver such Vigilant-authorized components) and Vigilant Software Products. CLKs shall not be issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Vigilant-authorized cameras and other hardware components or are delivered to Agency by another vendor that is not a Vigilant certified reselling partner.

(d) "Commercial LPR Data" means LPR Data collected by private commercial sources and available on LEARN with a paid subscription.

(e) "Confidential Information" means any and all non-public information of Motorola or its affiliates related to the Vigilant Software Products, Commercial LPR Data or Vigilant cameras and related hardware, including but limited to any and all software, firmware, algorithms, methods, techniques, codes (including object code and source code), product specifications, data, know-how, formulae, compositions and processes and any other non-public information, however documented, whether or not it rises to the level of a trade secret within the meaning of applicable state trade secret law or under other applicable law. Confidential Information shall not include information which: (i) is publicly available through no action of Agency and through no breach of any confidentiality obligation owed to Motorola; (ii) has been in Agency's possession without restrictions on disclosure prior to disclosure by Motorola; (iii) has been developed by or become known to Agency without access to any Confidential Information of Motorola and without breach of a confidentiality obligation owed to Motorola and outside the scope of any agreement with Motorola; or (iv) is obtained rightfully from third parties not bound by an obligation of confidentiality.

(f) "CJIS" or "Criminal Justice Information Services Division" means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant criminal justice information to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

(g) "Documentation" means the then-current Motorola -provided operating and technical documentation relating to the features, functions and operation of the Vigilant Software Products.

(h) "Enterprise License" means a non-exclusive, non-transferable license (without the right to sublicense) to install and operate the Vigilant Software Products on applicable media provided by Motorola or Motorola's certified reselling partners. This Agreement allows Agency to install the Vigilant Software Products on such devices, in accordance with the selected Service Package(s), and receive the benefits of all rights granted under this Agreement.

(i) "Intellectual Property Rights" means any and all rights in patents, patent applications, copyrights, copyright registrations, trade secrets, trademarks and service marks (including, where applicable, all derivative works of the foregoing).

(j) "LEA LPR Data" means LPR Data collected by an LEA and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA's policies.

(k) "LEARN" means Motorola's proprietary Law Enforcement Archival Reporting Network platform.

(l) "LPR" or "License Plate Recognition" means the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

(m) "LPR Data" means the photographed and interpreted images of vehicle license plates, along with the associated GPS coordinates and time/date stamps, and all data and metadata derived therefrom, and includes both LEA LPR Data and Commercial LPR Data.

(n) "Motorola" means Motorola Solutions, Inc. on behalf of itself and its wholly-owned subsidiary Vigilant Solutions, LLC ("Vigilant").

(o) "Service Fee" means the amount due from Agency prior to the Initial Term or any renewal of this Schedule as consideration for the continued use of the Vigilant Software Products and Service Package Benefits according to this Schedule.

(p) "Service Package" means the Agency-designated service option(s) which define(s) the extent of use of the Vigilant Software Products, in conjunction with any service and/or benefits therein granted as rights under this Schedule.

(q) "Vigilant Software Products" means Vigilant's Law Enforcement & Security suite of Software Products including CarDetector, LEARN, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert (LineUp) and other software applications considered by Motorola to be applicable for the benefit of law enforcement and security practices. Vigilant Software Products shall only be permitted to function on approved Vigilant cameras and other hardware components provided by Motorola or through Motorola certified reselling partners. Vigilant Software Products shall not be permitted to operate on third-party provided or not Motorola-authorized hardware components, and if found to be operating on third-party provided hardware components Vigilant Software Products shall be promptly removed by Agency.

(r) "Technical Support Agents" means Agency's staff person specified in the Contact Information Worksheet of this Schedule responsible for administering the Vigilant Software Products and acting as Agency's Vigilant Software Products support contact.

(s) "User" means an individual who is an agent and sworn officer of Agency and who is authorized by Agency to access and use the Vigilant Software Products on behalf of Agency through login credentials provided by Agency.

2. Enterprise License Grant; Duplication and Distribution Rights.

Subject to the terms and conditions of this Schedule and the Primary Agreement, Motorola hereby grants Agency an Enterprise License to the Vigilant Software Products for the Term provided in Section 3 below. Except as expressly permitted by this Schedule, Agency or any third party acting on behalf of Agency shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Vigilant Software Products. Except as expressly permitted by this Schedule, no other rights are granted by implication, estoppels or otherwise. Agency shall not eliminate, bypass, or in any way alter the copyright screen (also known as the "splash" screen) that may appear when Vigilant Software Products are first started on any computer. Any use or redistribution of Vigilant Software Products in a manner not explicitly stated in this Schedule, or not agreed to in writing by Motorola, is strictly prohibited.

3. Term; Termination.

A. Term. The initial term of this Schedule is for ten (10) years beginning on the Effective Date (the "Initial Term"), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Motorola will provide Agency with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a "Service Period"). This Schedule and the Enterprise License granted under this Schedule will be extended for a Service Period upon Agency's payment of that Service Period's Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section 8 below, Agency may also pay in advance for more than one Service Period.

B. Agency Termination. Agency may terminate this Schedule at any time by notifying Motorola of the termination in writing thirty (30) days prior to the termination date, and deleting all copies of the Vigilant Software Products. If Agency terminates this Schedule prior to the end of the Initial Term, Motorola will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Motorola by Agency. Upon termination of the Enterprise License, Agency shall immediately cease any further use of Vigilant Software Products. Agency may also terminate this Schedule by not paying an invoice for a subsequent year's Service Fee within sixty (60) days of invoice issue date.

C. Motorola Termination. Motorola has the right to terminate this Schedule for cause if Agency fails to cure a material breach within thirty (30) days after written notice to Agency. Motorola's notice shall set forth in detail Agency's purported breach of this Schedule, and if within thirty (30) days of written notice of violation from Motorola, Agency has not reasonably cured the described breach of this Schedule, the Schedule shall be terminated and Agency shall immediately

discontinue all use of Vigilant Software Products and certify to Motorola that it has returned or destroyed all copies of Vigilant Software Products in its possession or control. If Motorola terminates this Schedule prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided.

4. Warranty and Disclaimer; Infringement Protection; Use of Vigilant Software Products Interface.

A. Warranty and Disclaimer. Motorola warrants that the Vigilant Software Products will be free from all Significant Defects (as defined below) during the lesser of the term of this Schedule (the "Warranty Period") or one year. "Significant Defect" means a defect in a Software Product that impedes the primary function of the Software Product. This warranty does not include products not manufactured by Motorola. Motorola will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Motorola cannot substantially correct a Significant Defect in a commercially reasonable manner, Agency may terminate this Schedule and Motorola shall refund to Agency an amount calculated by multiplying the total amount of Service Fees paid by Agency for the then- current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Agency's exclusive remedy for defects in the Vigilant Software Products. Motorola shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Motorola 's gross negligence or intentional misconduct. **MOTOROLA DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE VIGILANT SOFTWARE PRODUCTS.**

B. Infringement Protection. If an infringement claim is made against Agency by a third-party in a court of competent jurisdiction regarding Agency's use of any of the Vigilant Software Products, Motorola shall indemnify Agency, and assume all legal responsibility and costs to contest any such claim. If Agency's use of any portion of the Vigilant Software Products or documentation provided to Agency by Motorola in connection with the Vigilant Software Products is enjoined by a court of competent jurisdiction, Motorola shall do one of the following at its option and expense within sixty (60) days of such enjoinment: (1) Procure for Agency the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Vigilant Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Agency that Users will be instructed to only utilize the interface to the Vigilant Software Products at times when it is safe to do so. Motorola is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

5. Software Support, Warranty and Maintenance.

Agency will receive technical support by submitting a support ticket to Motorola's company support website or by sending an email to Motorola's support team. Updates, patches and bug fixes of the Vigilant Software Products will be made available to Agency at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Motorola will provide Vigilant Software Products support to Agency's Technical Support Agents through e-mail, fax and telephone.

6. Camera License Keys (CLKs).

Agency is entitled to use of the Vigilant Software Products during the term of this Schedule to set up and install the Vigilant Software Products on an unlimited number of media centers within Agency in accordance with selected Service Options. As Agency installs additional units of the Vigilant Software Products and connects them to LPR cameras, Agency is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Agency by going to Motorola's company support website and completing the online request form to Motorola technical support staff.

Within two (2) business days of Agency's application for a CLK, Agency's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

7. Ownership of Software.

A. Ownership of Vigilant Software Products. The Vigilant Software Products are copyrighted by Motorola and remain the property of Motorola. The license granted under this Schedule is not a sale of the Vigilant Software Products or any copy. Agency owns the physical media on which the Vigilant Software Products are installed, but Motorola retains title and ownership of the Vigilant Software Products and all other materials included as part of the Vigilant Software Products.

B. Rights in Vigilant Software Products. Motorola represents and warrants that: (1) it has title to the Vigilant Software Products and the authority to grant license to use the Vigilant Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Schedule; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

8. Data Sharing, Access and Security.

If Agency is a generator as well as a consumer of LPR Data, Agency may at its option may share its LEA LPR Data with similarly situated LEAs who contract with Motorola to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Motorola will not share any LEA LPR Data generated by Agency without the permission of Agency.

Motorola has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes state-of-the-art access control technologies that meet or exceed CJIS requirements. In addition, Motorola has installed and configured a solid network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

9. Ownership and use of Commercial LPR Data and LEA LPR Data.

Motorola retains all title and rights to Commercial LPR Data. Users shall not utilize Commercial LPR Data on the behalf of other local, state or federal LEAs. Agency retains all rights to LEA LPR Data generated by Agency. Should Agency terminate this Schedule with Motorola, a copy of all LEA LPR Data generated by Agency will be created and provided to Agency. After the copy is created, all LEA LPR Data generated by Agency will be deleted from LEARN at the written request of an authorized representative of the Agency or per the Agency's designated retention policy, whichever occurs first. Commercial LPR Data and LEA LPR Data should be used by the Agency for law enforcement purposes only.

10. Loss of Data, Irregularities and Recovery.

Motorola places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

11. Data Retention and Redundancy.

LEA LPR Data is governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Motorola's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

12. Account Access.

A. Eligibility. Agency shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Motorola in its sole discretion may deny access to LEARN to any individual based on such person's failure to

satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Agency. No User logins may be provided to agents or officers of other local, state, or federal LEAs without the express written consent of Motorola.

B. Security. Agency shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Agency's Users a username and password (one per user account). A limited number of User accounts is provided. Agency will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Agency shall notify Motorola immediately if Agency believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Agency must notify Motorola immediately if Agency becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Agency certifies that its LEARN Users shall comply with the following CJIS requirements:

1. Agency agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for data.
2. Agency agrees to protect systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
3. Agency will only provide access to Motorola systems and Agency-owned LEA information through Agency managed role-based access and applied sharing rules configured by the Agency.
4. Agency agrees to create and retain activity transaction logs to enable auditing by the LEA data owners, Motorola staff, and FBI CJIS if requested.
5. Agency agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by client LEA agencies at Agency's own expense.
6. Agency agrees to reinforce staff policies for creating user accounts with only one Agency domain email addresses for each user. Exceptions may only be granted in writing by Motorola.

13. Service Package, Fees and Payment Provisions.

A. Service Package. This Schedule is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☐ Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
  - LEARN, CarDetector and TAS

☐ Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant's LPR Mobile Companion smartphone application

☐ Service Package - Option # 2 – 'Intelligence-Led Policing (ILP)' Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)

- Use of Vigilant Facial Recognition technologies up to level of Tier
    - FaceSearch Account
    - FaceSearch Mobile Companion
    - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, "Custom"
  Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Agency to all rights granted under this Schedule, including without limitation, use of the Vigilant Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Vigilant Software Products and associated equipment driver software to allow the Vigilant Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Motorola issued CLK's at the time of Service Fee invoicing, and which will be used by Agency in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's Issued)				
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60
Basic Service	$525.00	$450.00	$400.00	$275.00
Standard (Option # 1)	$750.00	$640.00	$565.00	$390.00
ILP Subscriber CLK Renewal Fees	$525.00	$450.00	$400.00	$275.00

Intelligence-Led Policing Service Package Annual Fee Schedule	
Tier	Annual Fee
ILP Tier 1 (Option # 2)	$14,995.00
ILP Tier 2 (Option # 2)	$34,495.00
ILP Tier 3 (Option # 2)	$59,995.00
ILP Tier 4 (Option #2)	$89,995.00
ILP Tier 5 (Options #2)	$119,995.00
ILP Tier 6 (Option #2)	$154,995.00

Annual Service Fee Schedule for Image Enrollment (applicable to FaceSearch/LineUp)	
5,000 Images	$750.00

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Motorola's net income) and Agency agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this Schedule. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Agency and Motorola agree that the number of CLKs issued as of the Effective Date of this Schedule is ____. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. If this Schedule is renewed beyond the Initial Term, Motorola will accept advanced Service Fee payments on a case by case basis if Agency wishes to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Agency makes advanced Service Fee payments to Motorola, advanced payments to Motorola will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Agency continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. After the ten (10) year Initial Term, Motorola has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than the greater of (i) 4% of the prior Service Period's Service Fees, or (ii) prices identified in the original proposal. If Motorola intends to adjust the Service Fee for a subsequent Service Period, it must give Agency notice of the proposed increase on or before the date that Motorola invoices Agency for the upcoming Service Period.

I. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE VIGILANT SOFTWARE PRODUCTS, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MOTOROLA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL MOTOROLA'S LIABILITY ARISING OUT OF OR RELATED TO THIS SCHEDULE EXCEED THE FEES PAID BY AGENCY TO MOTOROLA FOR THE VIGILANT SOFTWARE PRODUCTS LICENSED UNDER THIS SCHEDULE.

B. Confidentiality. Agency acknowledges that Vigilant Software Products contain valuable and proprietary information of Motorola and Agency will not disassemble, decompile or reverse engineer any Vigilant Software Products to gain access to confidential information of Motorola.

C. Assignment. Neither Motorola nor Agency is permitted to assign this Schedule without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Schedule shall be effective unless in writing and signed by authorized representatives of the parties. This Schedule shall be governed by the laws of the state of Arizona without regard to its conflicts of law.

E. Complete Agreement. This Schedule and the Primary Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and licensee. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This Schedule is entered into for the sole benefit of Motorola and Agency and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Schedule shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Schedule to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Schedule.

H. Construction. The headings used in this Schedule are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Schedule. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Schedule shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Schedule, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Schedule shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Vigilant Software Products by the U.S. Government is subject to restrictions as set forth in this Schedule and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Agency, upon thirty (30) days advanced written request to Motorola, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Schedule.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Schedule shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party

in accordance with this section setting forth the new address and the date on which it will become effective.

Vigilant Solutions, LLC	**Agency: Glendale Police Department**
Attn: Sales Administration	Attn: Chief of Police
1152 Stealth Street	Address: 6835 N. 57th Drive
Livermore, CA 94551	Glendale, AZ 85301

M. Authorized Representatives; Technical Support Agents. Agency's Authorized Representatives and its Technical Support Agents are set forth below (Last Page). Agency's Authorized Representative is responsible for administering this Schedule and Agency's Technical Support Agents are responsible for administering the Vigilant Software Products and acting as Agency's Vigilant Software Products support contact. Either party may from time to time change its Authorized Representative, and Agency may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Schedule.

Vigilant Software Products Enterprise License

Contact Information Worksheet

Please complete the following contact information for Vigilant Software Products Enterprise License program.

Enterprise License Agreement Holder	
Company / Agency Name:	
Company / Agency Type:	
Address:	
Primary Contact	
Name:	
Title:	Phone:
Email:	
Supervisor Information	
Name:	
Title:	Phone:
Email:	
Financial Contact (Accounts Payable)	
Name:	
Title:	Phone:
Email:	
Technical Support Contact # 1	
Name:	
Title:	Phone:
Email:	
Technical Support Contact # 2	
Name:	
Title:	Phone:
Email:	

Exhibit A: CJIS Requirements

Motorola and Agency agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Motorola and Agency agree they will more likely be successful with information security by use of the Vigilant supplied technical controls and client Agency use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Motorola and Agency agree that Agency owned and FBI-CJIS supplied data in Vigilant systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Motorola agrees to treat the Agency-supplied information in Vigilant systems as CJI. Motorola will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Motorola and Agency agree that information obtained or incorporated into Vigilant systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Motorola and Agency agree that Vigilant products and services offered by Motorola are merely an investigative tool to aid the client in the course of their duties and that Motorola make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Motorola and Agency agree that Agency is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Vigilant products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to taking any action.

As such, the parties agree to do the following with respect to Vigilant Software Products, and the obligations contained herein do not apply to any products, software or services supplied by Motorola under the Primary Agreement other than the Vigilant Software Products:

Motorola:

1. Motorola has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Motorola agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Motorola agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Agency.
4. Motorola agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Motorola staff and authorized partners. Motorola has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Motorola will not engage in data mining, commercial sale, unauthorized access and/or use of any of Agency owned data.
6. Motorola and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Motorola agrees to immediately inform Agency of any cyber incident or data breach, to include DDoS, Malware, Virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Motorola will only allow authorized support staff to access Agency's account or Agency data in support of Agency as permitted by the terms of contracts.
9. Motorola agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Agency data.

10. Motorola agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Motorola agrees to inform Agency of any unauthorized, inappropriate use of data or systems.
12. Motorola will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Agency.
13. Motorola will advise Agency when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Motorola agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Motorola agrees to provide technical security controls that only permit authorized user access to Agency owned data and Vigilant systems as intended by Agency and data owners.
16. Motorola agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Motorola will only provide access to Vigilant systems and Agency owned information through Agency managed role-based access and applied sharing rules configured by Agency.
18. Motorola agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Motorola agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Agency owned data during transport and storage ("data at rest") while in the custody and control of Motorola.
20. Motorola agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Motorola agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Motorola agrees to provide auditing and alerting tools within the software applications so Agency can monitor access and activity of Motorola support staff and Agency users for unauthorized access, disclosure, alteration or misuse of Agency owned data. (Motorola support staff will only have access when granted by Agency.)
23. Motorola will only perform direct support remote access to Agency systems/infrastructure when requested, authorized and physically granted access to the applications/systems by Agency. This activity will be documented by both parties.
24. Motorola creates and retains activity transaction logs to enable auditing by Agency data owners and Motorola staff.
25. Motorola agrees to provide physical protection for the equipment-storing Agency data along with additional technical controls to protect physical and logical access to systems and data.
26. Motorola agrees to participate in any Information or Technical Security Compliance Audit performed by Agency, state CJIS System Agency or FBI-CJIS Division.
27. Motorola agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Agency.
28. Motorola agrees that Agency owns all Agency contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of Agency.

Agency:

1. Agency agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Agency agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Motorola compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Agency agrees to inform Motorola when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Agency agrees to immediately inform Motorola of any relevant data breach or cyber incident, to include DDoS, Malware, Virus, etc. that may impact or harm Vigilant systems, operations, business partners and/or other Agencies, so proper analysis can be performed, and Incident Response Procedures can be initiated.

5. Agency agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Vigilant systems and use of that data.

6. Agency agrees that they are responsible for proper equipment operation and placement of equipment.

7. Agency agrees that they are responsible for vetting authorized user access to Vigilant systems with due consideration of providing potential access to non-Agency information.

8. Agency agrees that responsibility and control of persons granted access to purchased Vigilant systems, along with data stored and transmitted via Vigilant systems, is that of the Agency.

9. Agency agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Vigilant systems.

10. Agency agrees to reinforce client staff policies and procedures for secure storage and protection of Vigilant system passwords.

11. Agency agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.

12. Agency agrees to reinforce client staff policies for not sharing user accounts.

13. Agency agrees to use Vigilant role-based access as designed to foster system security and integrity.

14. Agency agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Vigilant systems. This includes when any information is disseminated, extracted or exported out of Vigilant systems.

15. Agency agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Vigilant systems.

16. Agency agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.

17. Agency agrees to use the "virtual escorting" security tools provided for managing client system remote access and monitor Motorola support staff when authorized to assist the client.

18. Agency agrees that the Motorola designed technical controls and tools will only be effective in conjunction with Agency created policies and procedures that guide user access and appropriate use of the system.

19. Agency agrees that information and services provided through Vigilant products do not provide any actionable information, Agency users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

SECTION 9

ADDENDUM 1: VIGILANT DOCUMENTATION

The Vigilant product documentation is on the following pages.

Be Smart. Be Safe. Be Vigilant.

BACKGROUND & FACT SHEET

Facts:

Headquarters:	Livermore, California USA	Agency Users:	Approximately 15,000
Founded:	2005	R & D Staff:	> 70 full time
Agency Accounts:	Approximately 1,000	LPR Data Managed:	>10 billion detections

Company Origin: Vigilant Solutions originated from the race in the 1990's to produce advanced imaging systems to support the microchip industry. Founder Shawn Smith recognized an opportunity to re-purpose this technological expertise in efforts to enhance officer and community safety while providing needed law enforcement intelligence to combat broader issues such as narcotics trafficking and terrorism.

Passion: Protecting Officers, Families & Communities

Technologies & Core Competencies:

- License / Number Plate Recognition
- Law Enforcement Data Hosting
- Public Records Data Fusion
- Video Analytics & Surveillance
- Cartridge Case Analysis
- Facial Cataloguing / CCTV
- Facial Recognition
- Big Data Analytics
- Database Management and Scalability
- Nationwide Data Sharing

Innovations and Accomplishments:

- One of the largest LPR / ANPR data-sharing initiative in the world – over 4 Billion records
- First to offer hosted LPR / ANPR solution for law enforcement
- First to offer LPR / ANPR on a smart phone – Android and iPhone
- First to offer LPR / ANPR data harvested from commercial sources for law enforcement intelligence and analytic purposes
- First to incorporate the concept of "visits" for better analytical use of historical LPR data
- First to offer "Common Plate", "Associate Analysis" and "Locate Analysis"
- Integrated interoperability via LPRD / NIEM protocol
- Proven success integrating with all major LPR / ANPR competitive systems
- BallisticSearch™ allows agencies of any size to process ballistic evidence to develop investigative leads

VIGILANT SOLUTIONS		Be smart. Be safe. Be Vigilant.

Mobile Camera Systems

3 Cameras per Vehicle - 5 Cars

4 Hard Install - 1 Portable including Case

Qty	Item #	Description

(5)	**Mobile LPR SYS-1**
	CDM-3-234-RHD
		Mobile LPR 3-Camera Reaper High-Definition System (Expandable to 4 Cams)
		Hardware:
		• Qty=1 8mm lens package
		• Qty=1 12mm lens package
		• Qty=1 16mm lens package
		• Shield Digital Signal Processor - No moving parts
		• Wiring harness w/ ignition control (Direct to Battery)
		  o Single point power connection
		• Field installed GPS receiver for MDC (USB Connect)
		Software:
		• CarDetector Mobile LPR software application for MDC unit
		  o LPR vehicle license plate scanning / real time alerting
		  o Full suite of LPR tools including video tool set

(5)	CDMS34HWW	**3-Camera Mobile LPR System - Extended Hardware Warranty - Years 2 through 5** • Full mobile LPR hardware component replacement warranty • Applies to 3-Camera hardware system kit • Valid for 4 years from standard warranty expiration
(4)	VS-LBB-02-E	**LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set** • LPR Camera Mounting Bracket - Rooftop under light bar • Compatible with most Whelen, Code3, TOMAR, Federal Signal, Arjent S2 Light Bars • Mounts up to four (4) LPR cameras
(1)	VS-RE-MOB-CASE	**Reaper System Mobility Carrying Case** • Pelican case package for ruggedized protection and portability o No cameras, camera cables or power cables included
(1)	POWER-CIG-M-RHD	**Mobile Cigarette Power Cable for ReaperHD** • 12VDC Cable For ReaperHD Mobile LPR Systems o Maximum of (2) simultaneous ReaperHD Cameras
(3)	U-BASE-SET	**High Impact Camera Magnet** • Made for heavy weighted LPR cameras (Reaper) or high impact applications • One required per camera

(4)	Mobile Installation	**3-Camera Mobile Installation** • Standard Installation
(5)	VS-SHP-01	**Vigilant Shipping & Handling Charges** • Applies to each Mobile LPR System • Shipping Method is FOB Shipping

Fixed Camera Systems

5 Locations - 2 Cameras per Location

No permits included

Installation Estimate based on Installation onto existing Traffic Standards

Qty	Item #	Description
(10)	VSF-100-RXD	**ReaperXD Fixed LPR Camera System** • Vigilant Solutions High Definition Fixed LPR camera (standard wavelength) • Varifocal lens for capture up to 120' • Requires Vigilant Intel Box, sold separately • Includes Vigilant Solutions Pole Mount
(10)	CDFS-4HWW	**Fixed Camera LPR System - Extended Hardware Warranty - Year 2 through 5** • Fixed LPR System LPR hardware component replacement warranty • Applies to 1-Channel hardware system kit • Valid for 4 years from standard warranty expiration
(10)	VS-SHP-02	**Vigilant Shipping & Handling Charges** • Applies to each fixed camera LPR System • Shipping Method is FOB Shipping
(5)	BCAI1F2	**Vigilant Fixed Camera Intelligence Box - Primary** • Primary Intelligence Box to manage power and communications for up to two (2) Vigilant fixed LPR cameras and up to (3) Secondary Intelligence Boxes
(5)	Fixed Installation	**Fixed Location Installation** • 2 Cameras per Location • 1 Communication Box • No Permits Included • Assumes installation on Traffic Standards

Commissioning and CLKs

CLKs (Camera License Keys) are annually renewable ($450/camera/year)

Travel

Startup and Commission of Cameras

Qty	Item #	Description
(2)	VS-TRVL-01	**Vigilant Travel via Client Site Visit** • Vigilant certified technician to visit client site • Includes all travel costs for onsite support services
(15)	SSU-SYS-COM	**Vigilant System Start Up & Commissioning of 'In Field' LPR system** • Vigilant technician to visit customer site • Includes system start up, configuration and commissioning of LPR system • Applies to mobile (1 System) and fixed (1 Camera) LPR systems
(1)	VSBSCSVC-02	**Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments** • Managed/hosted server account services by Vigilant o Includes access to all LEARN or Client Portal and CarDetector software updates • Priced per camera per year for 15-30 total camera units • Requires new/existing Enterprise Service Agreement (ESA)