



May 27, 2010

Hidalgo County Sheriff's Office
Attn: Dr. Michael Garza
711 East Cibolo Road
Edinburg, TX 78155

RE: Extension to Maintenance and Support Agreement: 252-3202-000
Product: Premier MDC™

Dear Dr. Michael Garza,

By means of this letter, Motorola, Inc. hereby extends Hidalgo County Sheriff's Office maintenance and support agreement as referenced above. Enclosed are two (2) copies of the updated Exhibit A Description of Covered Products, Exhibit B Support Plan, Exhibit C Support Plan Options and Pricing Worksheet and Exhibit D Billable Rates for the period **July 1, 2010** through **June 30, 2011**. Pursuant to Section 3.2 of the original agreement as referenced above, all terms and conditions shall remain in full force and effect.

Motorola enhanced its services related to Standard and Supplemental Release upgrade implementations. Therefore, the following paragraph is being amended into your existing agreement and replaces Section 3.6.2 and 3.6.3 effective 10/01/09:

3.6.2 Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer. In addition, Seller will provide to Customer, remote and/or onsite Services to implement Standard and Supplemental Releases as part of the Maintenance Services. The decision as to whether a Release will be implemented remotely or onsite will be at the Seller's sole discretion. In such instances when by Seller's determination implementation requires customization above standard implementation or when training is required in connection with a Supplemental or Standard Release, Seller will determine the fees associated with the customization or training and provide a quote for Services at the time of Customer request. Customer must pay for any necessary Equipment or third party Software associated with third party implementation provided by Seller in connection with such Supplemental or Standard Release. Seller will provide onsite resources to implement third party Equipment as a part of the Maintenance Services when the third party Equipment is purchased as a part of the requested Upgrade. Additionally, Seller will provide Services to implement Upgrades for components of CAD (Including but not limited to UDT, OQ, AWW, ATM) systems at no additional charge when these components are either part of a CAD Standard or Supplemental Release Upgrade or the components can be implemented remotely by Seller's standards. Customer must pay for onsite implementation fees associated with CAD component Upgrades that are independent of a Standard or Supplemental CAD Release. Seller will provide a quote for CAD component onsite implementation upon Customer's request. Any Services will be performed in accordance with a mutually agreed schedule. This paragraph expressly excludes Product Release versions, such as Seller's Premier One Product, as stated in section 3.6.3 of this Agreement. Some upgrades will require additional fee based products, services or training as part of an Upgrade.

Please indicate acceptance of this extension by signing the acceptance block below and returning one copy to my attention at **Motorola, Inc. at 7237 Church Ranch Blvd, Suite 406, Westminster, CO 80021** on or before June 30, 2010. Failure to return this fully executed letter on or before June 30, 2010 will result in a lapse in maintenance, which will be subject to a 10% recertification and reimplementation fee.

If you have any questions or need further clarification, please contact me directly at **(303)527-4068** or e-mail RPTD37@motorola.com

Sincerely,


Tracy Duncan

Tracy Duncan
Contracts Specialist
Motorola, Inc.

Accepted by:

MOTOROLA, INC.

Hidalgo County Sheriff's Office

By:  _____

By: _____

Name: Leo Heffernan _____

Name: _____

Title: Director, System Integration and Support _____

Title: _____

Date: May 27, 2010 _____

Date: _____

Exhibit A

DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT 252-3202-000 **TERM:** 7/1/10 – 6/30/11

CUSTOMER: Hidalgo County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Site Identification	Qty
Premier MDC™	Message Switch Software (1-100 Level)	TBD	1
Premier MDC™	In Vehicle Paging Server Software Module		1
Premier MDC™	Mobile Client License		99
Premier MDC™	In-House Client License		10
Premier MDC™	In-Vehicle Paging Mobile Client Module		3

Exhibit B
CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT 252-3202-000 **TERM:** 7/1/10 – 6/30/11

CUSTOMER: Hidalgo County Sheriff's Office

Introduction

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola's overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

I. Service Offerings

Motorola's Customer Support organization includes a staff of Support Analysts whom are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of our 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's 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 1 st 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.

II. Accessing Customer Support

The Motorola System Support Center Operations

Motorola's Public Safety Applications Technical Support personnel in cooperation with Motorola's System Support Center ("SSC") provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola's 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 possible. This is accomplished by obtaining accurate customer and problem details and by directing your 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's System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola On-Line**
3. **Email Case Ticketing**

Option 1 - Call Motorola System Support Center

Call Motorola Toll free 800-323-9949

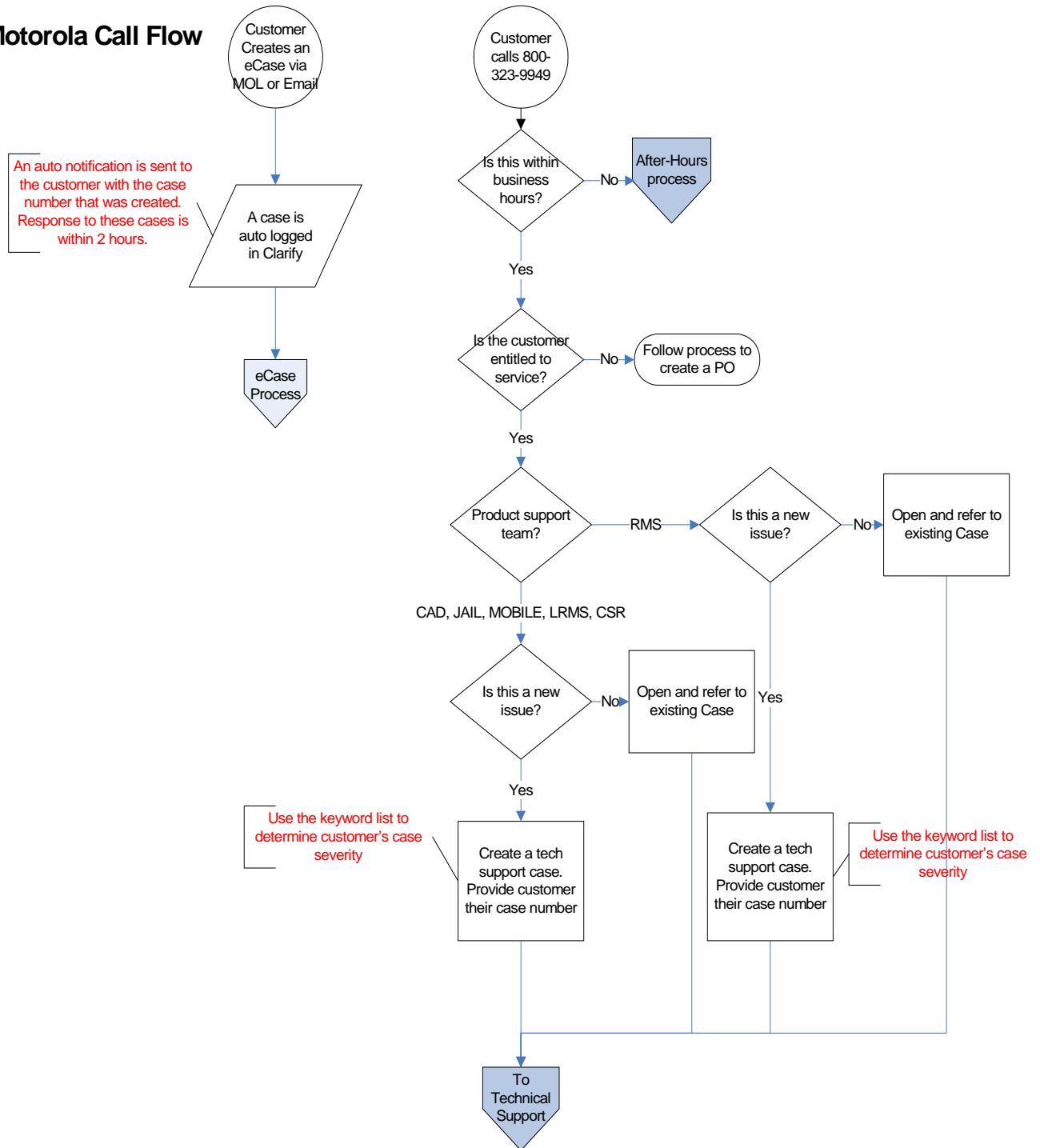
- Select from the auto attendant as follows:
 - **Option 2** – Technical Support of Infrastructure Products
 - Then select **Option 6** – Public Safety Applications
 - Next select the appropriate system type option
 1. CAD
 2. RMS
 3. Mobile Applications
 4. Jail Management Systems
 5. Law Records (LRMS)
 6. Customer Service Request System (CSR)
 0. All Other Applications

Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification number. 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.

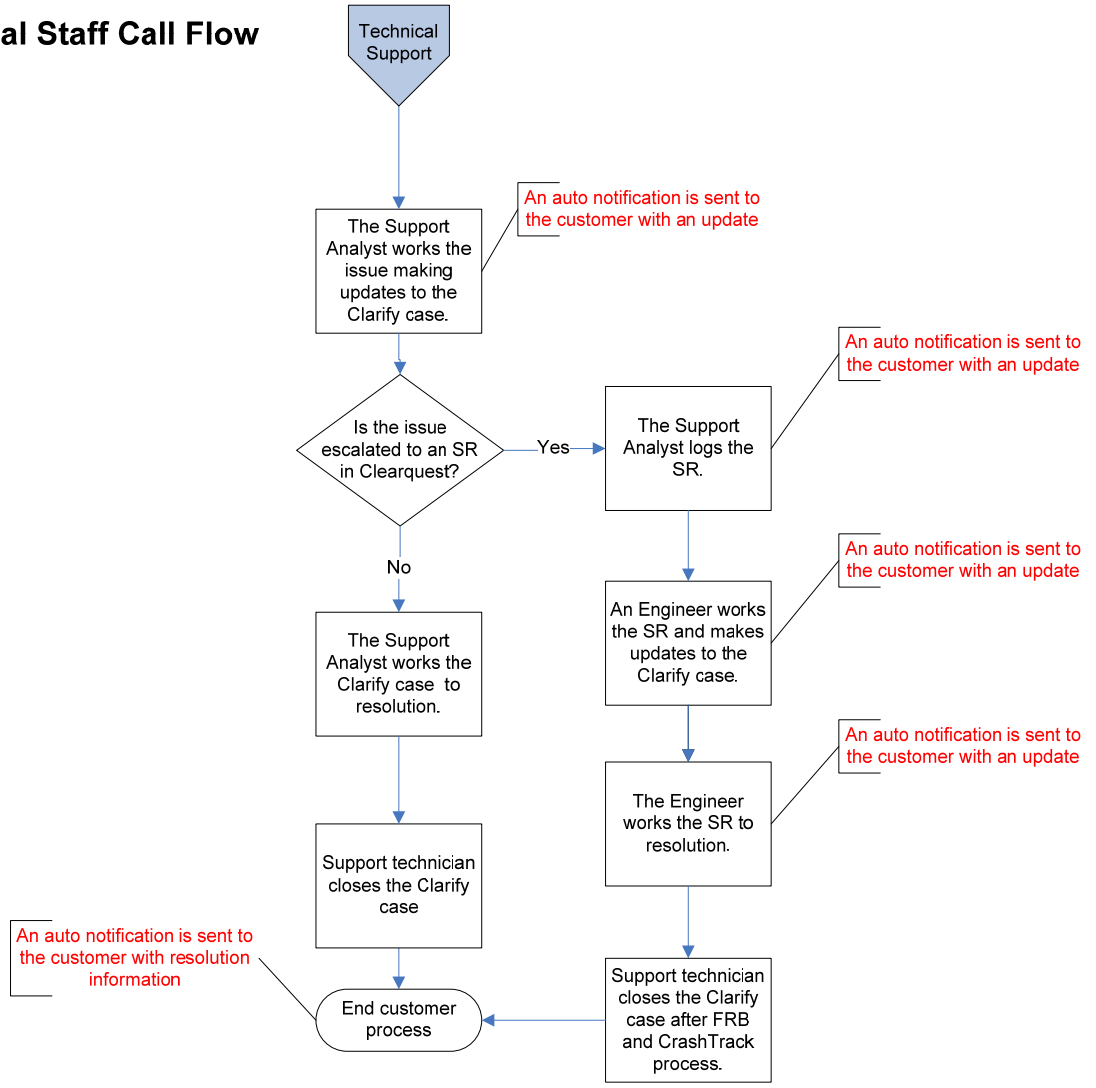
Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola's System

Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst during Technical Support Operation Hours (6:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Holidays) customers will be contacted within the contractually specified period of time by a Technical Support Analyst.

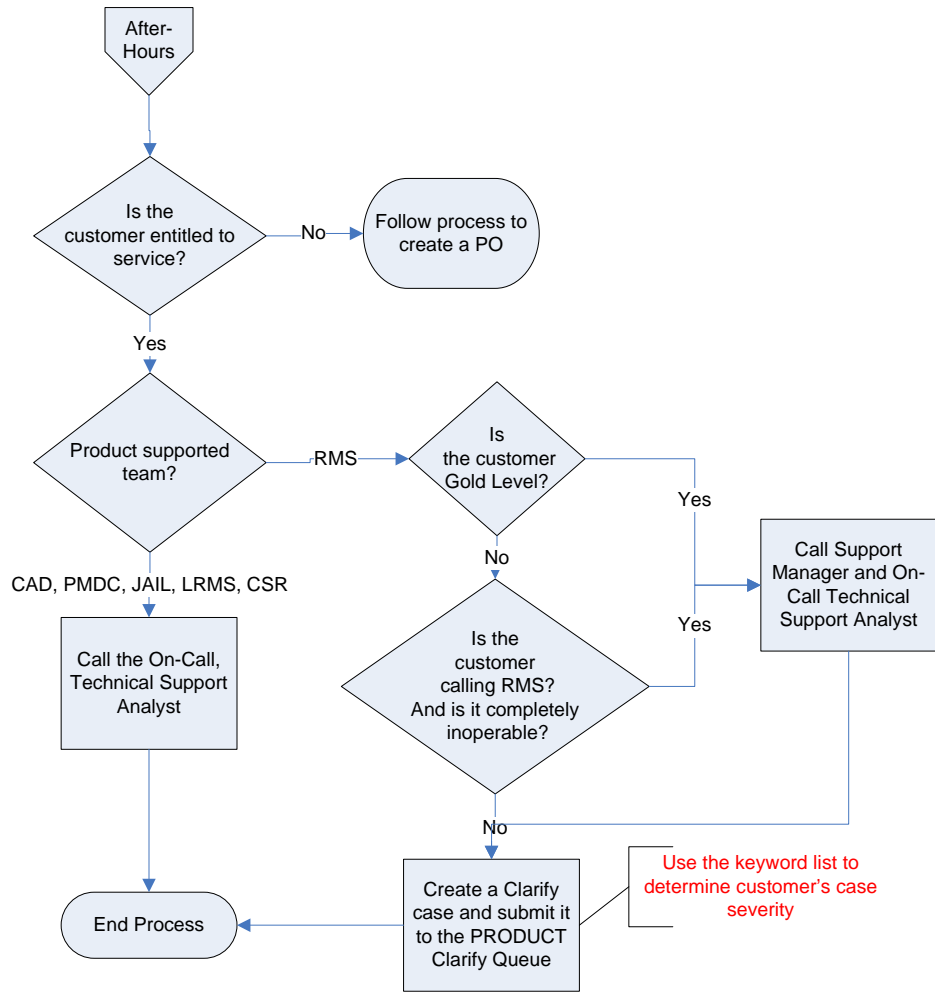
Motorola Call Flow



Technical Staff Call Flow



Call Flow After-Hours



How to Obtain Technical Support for Products

Action / Response	
<p>Step 1. Call the System Support Center 1-800-323-9949</p> <p>Step 2. Select option 2 (Technical Support)</p> <p>Step 3. Select option 6 (Public Safety Applications)</p> <p>Step 4. Select product specific option</p> <p>Step 5. Provide Site Identification Number (See Exhibit A-Description of Covered Products for Site Identification Numbers)</p>	
<p>Step 6. Provide Your Information</p>	<p>Caller Name</p> <p>Contact Phone Number</p> <p>Description of problem</p> <p>Severity of system problem determined at time of call</p> <p>Time available for call back</p> <p>Email address</p>
<p>Step 7. Case Number Generated</p>	<p>Caller will receive a Case number for tracking the service request.</p>
<p>Check Status</p>	<p>The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.</p>
<p>Case Assignment</p>	<p>The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.</p>
<p>Standard Response Time</p>	<p><u>RESPONSE</u> See Section III for Severity Level definitions</p> <p>Severity 1: 1 hour</p> <p>Severity 2: 3 business hours</p> <p>Severity 3: 6 business hours</p> <p>Severity 4: 2 business days</p>
<p>Step 8. Notification of CASE All Activity</p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>
<p>Notification of CASE Open/Close Activity</p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>

Option 2 - Submit a ticket via eCase Management from Motorola On-Line

Motorola On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola On-Line Account

To set up an Motorola On-Line account, please visit <https://businessonline.motorola.com> and follow the directions on the link for "Sign Up Now."

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the "Additional Information" field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

Accessing the Technical Case Management web site

Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorola.com with your user ID and password, click on the **Contact Us** → **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

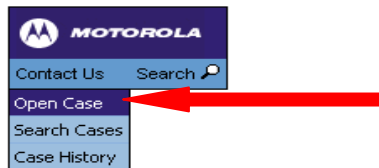
Primary Features of On-Line Technical Case Management

Motorola customers have three main functions available through Motorola On-Line to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

A. Open a New Case

1. Log into Motorola On-Line
2. Click on the "Contact Us" → Open Case
3. Then select the Reason Code = **System Support Issue** (and the page will automatically reload)



Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: Motorola Online WebID
Contact Phone: 800-814-0601
Contact Email: cucmh10@hotmail.com

Reason: Website Issue

Title:

Description:

←

4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications System**
6. Fill in a detailed description of your issue
7. Click "Create Case"

Screen Shot from Steps 4-6

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: Penn State Test WebID
Contact Phone: 847 725-4902
Contact Email: pennstate1test@test.com

Reason: System Support Issue

Title:

System Support Site:

Case Type:

Severity:

System:

Description:

←

Email Confirmation

1. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long)
2. The confirmation screen includes "expand all" and "collapse all" buttons for case notes

B. Search for a Case

1. Log into Motorola On-Line
2. Click on the "Contact Us" → Search Case
3. Select the "System Support Issue" type (the webpage will automatically reload)



Go Directly to Case

Case Number:

(Please enter the exact case number.)

Go To

Enter Search Criteria

Case Number:

Title:

Type: **Type**

System Site:

Condition:

From:

To:

Reset Search

C. Add Notes to an Existing Case

1. You can also add notes after submitting your case, by clicking on the "Add Notes" button

[Add Note](#) - [Open Case](#) - [Search Cases](#)

Details for Case # 20000216 **Case Number**

Title: TEST

Case Condition: Open

Customer name: TEST CUSTOMER

Case Status: Not Assigned

Issue Type: System Support

Case Source: Web

Contact Name: Test Test WebID

Contact Phone: 847 725-4902

Contact Email: test@test.comtest

System Site ID: MDT1130

System Site Name: Test Site as an example

Case System: IT

Case Type: Network Management

Expand/Collapse Buttons

Expand All Collapse All

Activity	Date/Time	Activity Summary
Create	12/31/2004 3:59:53 PM	Performed by contact: Please Specify, Status = Not Assigned
Note	12/31/2004 3:59:53 PM	Performed by contact

Previous Add Note **Add Notes**

Motorola On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide your contact information, which includes your phone number, pager number, etc.

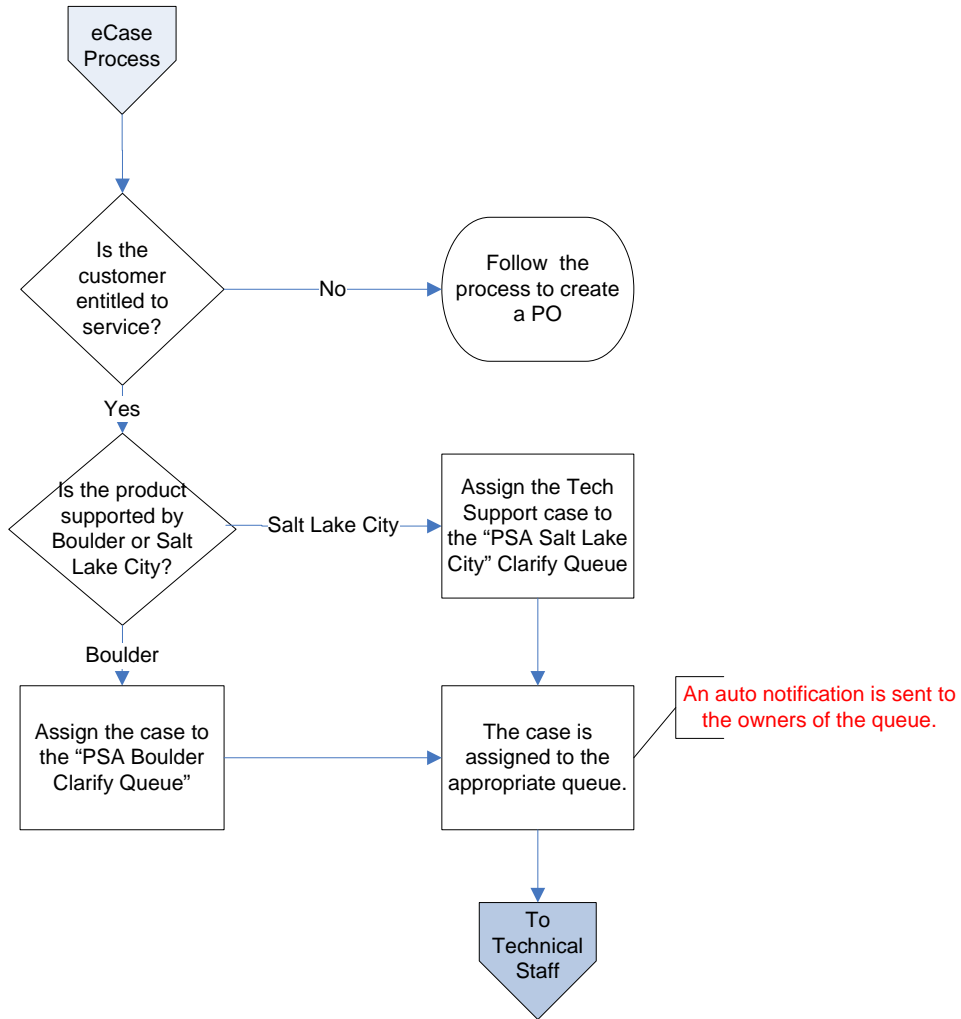
For questions on Motorola On-Line eCase Management or administrative support, please contact the Motorola Online Helpdesk at molhelp1@motorola.com or call 800-814-0601.

Requirements for effective usage:

Browser: Internet Explorer 5.0 or greater

Valid MOL user ID and Password

Motorola On-line Flow



Option 3 - Submit a ticket via Email Case Management

An alternative Customer Support tool is available for PSA 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 only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below: Instructions are also located under "Resources" at: <https://motonline.mot.com>

1. Address your email to PSACASE@motorola.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID =** followed by the site identification number of the system location
4. Type **Product Type=** followed by the product family type. Choose from the following list:
 - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
 - CSR (CUSTOMER SERVICE REQUEST)
 - INFOTRAK, LRMS
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
 - NETRMS
5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached
8. Type **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
9. Type **Problem Description =** followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA customer support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:

To...	<input type="text" value="psacase@motorola.com"/>
Cc...	<input type="text"/>
Subject:	<input type="text" value="PSA Service Request: NetRMS Reports Not Functional"/>
<p>Site ID number: PSA12345_(NetRMS) <i>(Clarify site identification number)</i> Product type: NetRMS <i>(Specific product such as LRMS, NetRMS, Premier MDC, etc.)</i> Contact first name: John Contact last name: Doe Phone number: 303-123-4567 Severity level: Level 3 <i>(Email ticketing is available for severity levels three and four only)</i> Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports <i>(Include a comprehensive description of the problem)</i></p>	

III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola's Support team. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

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 6 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

*Incoming cases are automatically assigned an initial **Severity Level of 3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

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 Customer 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.	Customer 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.	Customer 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 President's 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.

3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola's call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.

3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in

conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

Error Correction Status Report. Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

- 4.1.1 **Anti-virus software.** At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.2 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.
- 4.1.3 **Account Reviews.** Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.4 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.5 **Software Release Compatibility.** At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola's Software Supplemental or Standard Releases
- 4.1.6 **On-Site Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola's facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **Decision Support System ("DSS") Products.** *(Applies to Motorola's PremierCAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Motorola's then current rates for professional services.
- 4.1.8 **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 IBR, UCR, NCIC and state interfaces are not part of the covered Services.

4.1.9 Annual System Performance Review and Report. Motorola will prepare the following reports to include:

4.1.9.1 *(Applies to PremierCAD Software only)*

- | | |
|--------------------------|--|
| (a) System Analysis | MEASURE: Evaluate disk and CPU load
PEEK: Evaluate memory availability and use
VIEWSYS: Evaluate use and availability of PCBs
EMSA/TMDS: Review logs for hardware reports
File Sizing Review file sizing on changeable files |
| (b) Pathway Analysis | Evaluate effectiveness of system configuration for current load
Evaluate TCP/Server statistics
Evaluate efficiency of server class maximum and minimum settings |
| (c) Performance Analysis | TMX Timings: Evaluate application response times |

4.1.9.2 *(Applies to Motorola® Computer Aided Dispatch Software installed on Stratus ftServer only)*

- Update Equipment drivers
- Upload Equipment patches, hot fixes and firmware
- Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

4.1.9.3 Based on the Annual System Performance Review and Reports, Motorola's Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

(The below listed terms are applicable only when the Maintenance and Support Agreement includes (a) Equipment which is shown on the Description of Covered Products, Exhibit A to the Maintenance and Support Agreement; or (b) CAD HP NonStop S-Series hardware in addition to the Motorola CAD Software.)

4.1.10 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition.

4.1.11 **Seller 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 Support Plan Options and Pricing Worksheet.

4.1.12 At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM. Provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional on-site labor support will be invoiced on a time and material basis at Motorola's then current rates for professional services.

4.1.13 CAD HP NonStop S-Series Services

Continuous Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours for customers within 50 miles of an HP Service Center. Includes on-site coverage for national holidays.
High Availability	The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays.
Enhanced Availability	The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day.

4.1.13.1 Under all CAD HP NonStop Series hardware service plans, coverage will include:

- Perform corrective service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Motorola's call intake center or the HP Nonstop Global Management Call Support Center (GMCSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP area Lead with rotational Customer Engineers based on geographical regions that will be responsible for providing service.
- Provide unlimited level 0 support provided by Motorola's System Support Center
- Provide unlimited level 1, 2, and 3 technical telephone support provided by Motorola's Technical Support Team
- Escalation to Engineering for 4th level support as appropriate
- Telephone and Remote dial-in support
- Software patches, bug fixes and Supplemental (maintenance) releases as described in the maintenance and support agreement terms
- Repair or exchange of hardware component failures during the warranty term (as applicable)
- Respond to customer's support requests timely. Response criteria are based on severity level as described in Section III of this document.

4.1.14 **Support on Hardware**

Customer will provide all on-site hardware 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's maintenance and support agreement.

Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through Motorola's maintenance and support agreement.

4.1.15 **Support on Motorola Software**

Motorola will provide any required software fixes in the form of either a "patch" or in a Supplemental (maintenance) Release.

4.1.16 **Maintenance Contract Administration**

Motorola's Maintenance Contracts Administration Department 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, the Contracts Administration team will contact the customer to discuss the options available for their 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, for example:

- Telephone, dial in support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.1.17 **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.

4.2 **Customer Responsibilities**

4.2.1 Initial logging of issue

4.2.2 Assist in assessing severity level

4.2.3 Contact Motorola to escalate service requests

4.2.4 Parts replacement (if applicable)

4.2.5 Dial in connectivity and telephone access to Motorola personnel

4.2.6 **Anti-virus software.** Customer is responsible for running any installed anti-virus software.

4.2.7 **Operating System ("OS") Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to its System. Before installing any OS upgrade, Customer will contact Motorola to verify that a given OS upgrade is appropriate.

4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 17). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola's Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team expedite the troubleshooting process. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

Trouble Report Form

Agency Name:	<input type="text"/>	Motorola Case Number:	<input type="text"/>
Contact Name:	<input type="text"/>	E-mail Address:	<input type="text"/>
Contact Phone:	<input type="text"/>	Contact Fax:	<input type="text"/>
Severity Level:	<input type="text"/>	CAD Correction#:	<input type="text"/>

Subject:

Product/Version:

Problem Description: Please ensure that the description provided is as detailed as possible. By including accurate details, Motorola's opportunity to resolve the issue promptly and successfully increases. Please be sensitive to the use of verbage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola's probability of locating a root cause and achieving a timely resolution.

Steps to Duplicate: Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:

Step Two:

Step Three:

Step Four:

Step Five:

Step Six:

Step Seven:

Additional Steps:

Expected Results:

Actual Results:

Configuration Checked:

V. Customer Call Flow

To Be Provided By Customer

VI. Contact Information

Motorola Contacts

CONTACT	PHONE NUMBER
Motorola System Support Center	(800) 393-9949
Steven Gissen Director, Customer Support Stephen.Gissen@motorola.com	(303) 527-4170
Jackie Thomas Technical Support Manager jackie.thomas@motorola.com	(303) 527-4182
Chris White Implementation Manager Christopher.White@motorola.com	(801) 230-7032
Phillip Askey Technical Support Manager P.Askey@motorola.com	(720) 565-4764
Shelley Rhoads Customer Support Business Manager srhoads@motorola.com	(951) 245-7416

Customer Contacts (to be provided by Customer)

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Fax No: Email:
<u>Backup System Administrator Name:</u> Phone No: Fax No: Pager & Pin No: Email:
<u>Service Escalations Contact Name:</u> Title: Work Phone No: Home Phone No: Mobile Phone No: Pager & Pin No: Email:

Exhibit C

SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

Maintenance and Support Agreement # 252-3202-000 Term Length 12 Months
 Term Start Date July 1, 2010 Term End Date June 30, 2011

CUSTOMER AGENCY	Hidalgo County Sheriff's Office	BILLING AGENCY	Hidalgo County Sheriff's Office
Address	711 East Cibolo Road	Address	711 East Cibolo Road
City, State, Zip	Edinburg, TX 78155	City, State, Zip	Edinburg, TX 78155
Contact Name	Dr. Michael Garza, IT Manager	Contact Name	Rosie Luna, Accounts Payable
Telephone Number	956-393-6031	Telephone Number	956-393-6024
Fax Number		Fax Number	
Email Address	michael.garza@hidalgoso.org	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 product prompts as follows:

1 CAD PRODUCTS	2 RMS	3 MOBILE APPLICATIONS	4 JAIL MANAGEMENT
<input type="checkbox"/> PremierOne CAD™	<input type="checkbox"/> FRMS	<input type="checkbox"/> PremierOne Mobile™	<input type="checkbox"/> Offendertrak™
<input type="checkbox"/> PremierCAD™	<input type="checkbox"/> Net RMS	<input checked="" type="checkbox"/> Premier MDC™	<input type="checkbox"/> Imagetrak™
<input type="checkbox"/> Motorola® Computer Aided Dispatch	<input type="checkbox"/> Cruiser	<input type="checkbox"/> AirMobile™	<input type="checkbox"/> Case Management System
<input type="checkbox"/> CAD HP NonStop™Series hardware	<input type="checkbox"/> ActivePaper	<input type="checkbox"/> TxMessenger™	
5 LRMS		0 OTHER	
<input type="checkbox"/> Infotrak™ (LRMS)	<input type="checkbox"/> Integration Framework	<input type="checkbox"/> Custom Software	
	<input type="checkbox"/> UCRR	<input type="checkbox"/> Enhancements to Products	
	<input type="checkbox"/> Customer Service Request System	<input type="checkbox"/> Other	

MOTOROLA SERVICES	TERM FEES
<input type="checkbox"/> STANDARD SUPPORT SERVICES	\$ 28,410.00
1 Customer Support Plan	\$ Included
2 Case Management 24X7	\$ Included
3 Technical Support Monday through Friday 8:00 a.m. to 5:00 p.m. Customer local time	\$ Included
4 Third-party Vendor Coordination	\$ Included
5 On-site Support (when applicable)	\$ Included
6 System Audit	\$ Included
7 SW Releases:Standard & Supplemental	\$ Included
8 Quarterly Newsletter	\$ Included
<input type="checkbox"/> SUPPLEMENTAL SERVICE OPTIONS <i>Service Descriptions Available Upon Request</i>	
1 24x7 Technical Support Svcs	\$ _____
2 Time and Materials	\$ _____
3 Professional Services Training	\$ _____
4 Professional Services Upgrades	\$ _____
5 Preventive Maintenance	\$ _____
6 Users Conference Advance Purchase	\$ _____
7 On-site Support (Dedicated Resource)	\$ _____
8 GeoFile Services	\$ _____
9 Monitoring Services	\$ _____
MOTOROLA SERVICES TOTAL FEES	\$ 28,410.00

USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS		
<input type="checkbox"/>	Users Conference Attendance (\$2,650 per Attendee)	Year
	<ul style="list-style-type: none"> Registration fee Roundtrip travel for event (booked by Motorola) Hotel accommodations (booked by Motorola) Rental car (booked by Motorola) Daily meal allowance (determined by Motorola guidelines) 	Number Attendees

TERM GRAND TOTAL* \$ 28,410.00

*Excludes taxes if applicable

Prepared by: Tracy Duncan - rptd37@motorola.com - 303-527- 4068

Exhibit D
LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT 252-3202-000 **TERM:** 7/1/10 – 6/30/11
CUSTOMER: Hidalgo County Sheriff's Office

The following are Motorola's current billable rates, subject to an annual change.

**The following rates apply to Customers with a current, active Maintenance and Support Agreement.
Billable rates apply to services provided outside of the PPM.**

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$186 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$279 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement.

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$372 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$558 per hour, 2 hours minimum

Note: Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and/or materials will be quoted at the time of customer request for services.