

## **MOTOROLA ALERTS**

### **Terms and Conditions**

Motorola, Inc. ("Motorola") and the Customer ("Customer") named below have entered into this Agreement ("**Agreement**") effective on the date of the last signature of a party hereto, which will be governed by the terms and conditions specified below. The Attachments to this Agreement provide(s) for, among other things, the various Services (as defined in an Attachment, a/k/a the "**Solution**") to be provided by Motorola (which may include Motorola's and its licensor's proprietary technology) to Customer, enabling Customer to have an emergency notification system and crisis management center in the event of a serious disruption or incapacitation of its communication system(s) ("Motorola Alerts", the Fees to be paid by Customer to Motorola for those Services, the Agreed Term (as defined below), and certain requirements of Customer necessary for Motorola to perform the Services. The Services for a Solution are described and defined in their respective Attachments to this Agreement and are governed by the terms and conditions of this Agreement unless otherwise specified in writing in the Attachments.

### **SECTION 1 CONTRACT TERM**

This Agreement will continue in effect for so long as there is an Attachment in effect. The term of an Attachment, and Customer's rights to use the Services described in that Attachment, will begin on the Commencement Date (defined as, the date that the second party signs this Agreement) and continue in effect for the Agreed Term stated in that Attachment (the "Agreed Term"). This Agreement and each Attachment is a non-cancelable contract that may be terminated only in accordance with its express terms. Any renewal period following the initial Agreement Term shall be mutually agreed to in writing.

### **SECTION 2 FEES AND EXPENSES**

The Base Fees and the Additional Fees set forth in each Attachment (the "**Fees**") will be invoiced by Motorola in accordance with that Attachment to the billing address set forth in that Attachment. Customer's payments will be due within thirty (30) days after receipt of each invoice. Any and all fees not paid when due will bear interest at the lesser of 1.5% per month or the maximum interest rate permitted by applicable law. Customer will be responsible for any sales, use, excise or comparable taxes assessed or imposed upon the Services provided or the amounts charged under this Agreement. Motorola may increase all Fees chargeable under an Order Form by up to 2% per contract year of an Agreed Term, by giving Customer at least ninety (90) days prior written notice. Unless specifically stated in this Agreement or an Attachment, all amounts set forth in an Attachment shall be expressed in U.S. Dollars.

### **SECTION 3 CONFIDENTIALITY**

It may be necessary during the set up and performance of the Services for the parties to exchange Confidential Information. "Confidential Information" means any information whether oral disclosures confirmed in writing within 30 days, or written, of a private, secret, proprietary or confidential nature, being clearly designated, labeled or marked as confidential or its equivalent, concerning either party or its business operations, including without limitation: (a) Customer's data and software, and the details of Customer's computer operations and procedures, (b) Motorola and its supplier's access control systems, specialized network equipment and techniques related to the applicable Solution, its Instructions (as defined in the applicable Attachment), pricing and use policies, which include trade secrets of Motorola, and (c) the terms of this Agreement. Each party agrees to use the same degree of care to protect the confidentiality of the Confidential Information of the other party and to prevent its unauthorized use or dissemination as it uses to protect its own Confidential Information of a similar nature, but in no event will exercise less than due diligence and reasonable care. Each party agrees to use the Confidential Information of the other party only for purposes related to the performance of this Agreement. All Confidential Information remains the property of the party disclosing the information and no license or other rights to Confidential Information is granted or implied hereby. Notwithstanding the foregoing, neither party will be liable for disclosure of any information received under this Agreement and an Attachment which: (i) is generally known or available by publication, commercial use, or otherwise; (ii) is known by the receiving party prior to the negotiations of this Agreement through no wrongdoing and is not subject to restriction at the time of disclosure; (iii) is independently developed by the receiving party without the use of Confidential Information; (iv) is lawfully obtained from a third party without violation of a

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confidentiality obligation to the disclosing party; or (v) results from the order of a court or government agency, provided advance notice of the disclosure obligation is given to the disclosing party.

#### **SECTION 4    TERMINATION**

This Agreement may be terminated by written notice of termination: (i) by either party if the other party breaches any of its obligations under this Agreement and the breach is not substantially cured within 30 days of receipt of notice of such breach (or, if an effort to cure is being diligently pursued, within such time as is reasonably necessary to complete the cure); (ii) by Motorola if Customer uses the Services in violation of the terms of this Agreement and such violation is not cured within five days of receipt of notice of such violation; (iii) by Customer, immediately upon Motorola's receipt of notice, if there exists any violation of any law, rule, regulation or policy of any government authority having jurisdiction over Motorola or by reason of any decision of a court or other governmental authority having jurisdiction which violation or decision has the effect of precluding Motorola from furnishing the Services; or (iv) by Motorola, if Customer does not make timely payment of amounts due under this Agreement in accordance with an Attachment and fails to cure such payment default within five days of receipt of written notice.

#### **SECTION 5    LIABILITY AND INDEMNIFICATION**

The Services are not fault-tolerant and are not designed or intended for use in hazardous environments requiring fail-safe performance, including without limitation, in the operation of nuclear facilities, aircraft navigation or communication systems, air traffic control, weapons systems, direct life-support machines, or any other application in which the failure of the Services could lead directly to death, personal injury, or severe physical or property damage (collectively, "High-Risk Activities"). Motorola expressly disclaims any express or implied warranty of fitness for High-Risk Activities.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS-IS". UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, SHALL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATES BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOST DATA, LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, OR ANY AND ALL OTHER COMMERCIAL DAMAGES OR LOSSES ARISING FROM OR RELATED TO THIS AGREEMENT OR AN ORDER FORM. UNDER NO CIRCUMSTANCES (OTHER THAN FOR PAYMENT OBLIGATIONS UNDER THIS AGREEMENT) SHALL EITHER PARTY'S TOTAL LIABILITY UNDER THIS AGREEMENT (WHEN AGGREGATED WITH LIABILITY OF THE AFFILIATES OF SUCH PARTY) EXCEED THE TOTAL OF ALL FEES ACTUALLY PAID BY CUSTOMER TO MOTOROLA FOR MOTOROLA ALERTS. Subject to the limitations set forth in this Section 5, Motorola shall indemnify, defend and hold harmless Customer (and its affiliates and their respective employees and agents) against any claims, actions, damages, losses or liabilities arising out of any action brought against Customer by a third party as a result of the willful misconduct of Motorola in its performance of the Services.

EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT, MOTOROLA MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION. NEITHER MOTOROLA NOR ANY MOTOROLA PARTY WARRANTS THAT THE SOFTWARE OR SERVICES ARE OR WILL BE ACCURATE, COMPLETE, UNINTERRUPTED, WITHOUT ERROR, OR FREE OF VIRUSES, WORMS, OTHER HARMFUL COMPONENTS, OR OTHER PROGRAM LIMITATIONS; CUSTOMER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING, REPAIR, OR CORRECTION OF PROBLEMS CAUSED BY VIRUSES OR OTHER HARMFUL COMPONENTS, UNLESS SUCH ERRORS OR VIRUSES ARE THE DIRECT RESULT OF MOTOROLA'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT; MOTOROLA AND THE MOTOROLA PARTIES, JOINTLY AND SEVERALLY, DISCLAIM AND MAKE NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY, QUALITY, RELIABILITY, SUITABILITY, COMPLETENESS, TRUTHFULNESS, USEFULNESS, OR EFFECTIVENESS OF THE REPORTS, DATA, RESULTS OR OTHER INFORMATION OBTAINED, GENERATED OR OTHERWISE RECEIVED BY YOU FROM ACCESSING

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AND/OR USING THE SERVICES OR OTHERWISE RELATING TO THIS AGREEMENT, AND USE OF THE SERVICES IS ENTIRELY AT YOUR OWN RISK AND NEITHER MOTOROLA NOR ANY OF THE MOTOROLA PARTIES SHALL HAVE ANY LIABILITY OR RESPONSIBILITY THEREFOR.

#### **SECTION 6      CONSIDERATION**

The parties hereto acknowledge and agree that the limited warranty and limitation of liability were considered by the parties in entering into this Agreement, which, but for these limitations, they would not have entered into. Customer acknowledges that the Fees reflect the allocation of risk between the parties and that Motorola would not have entered into this Agreement without these limitations on its liability, and Customer agrees that these limitations will apply notwithstanding any failure of essential purpose of any limited remedy.

#### **SECTION 7      FORCE MAJEURE**

If the performance of any obligation under this Agreement is prevented, restricted or interfered with by reason of natural disaster, fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the parties hereto ("**Event of Force Majeure**"), the party so affected, upon giving prompt notice to the other party, will be excused from such performance to the extent of such prevention, restriction or interference; provided that the party so affected will use commercially reasonable efforts to avoid or remove such causes of nonperformance and will continue performance hereunder with the utmost dispatch whenever such causes are removed. The party suffering an Event of Force Majeure will notify the other party within 15 days of the occurrence of such Event of Force Majeure and within 30 days will furnish the other party with a recovery plan of action. Without limiting the foregoing, a party suffering an Event of Force Majeure will use commercially reasonable efforts to limit the impact of the Event of Force Majeure on such party's performance of this Agreement.

#### **SECTION 8      NOTICE**

All notices, consents and other communications under this Agreement will be in writing and will be deemed to have been received on the earlier of the date of actual receipt or the third business day after being sent by United States first class mail, properly addressed and postage prepaid. Customer's address for notice and billing is stated in the Attachment. Motorola's address for notice: 1301 E. Algonquin Road, Schaumburg, IL 60196, Attn: Law Department.

#### **SECTION 9      LICENSE**

Motorola hereby grants Customer a non-exclusive, non-transferable, non-sublicensable license under Motorola's intellectual property rights to use the applicable Solution and its applicable Instructions in connection with the Services to be provided to Customer pursuant to this Agreement and then for the applicable term in accordance with its Attachment . Except as set forth above, Customer acknowledges and agrees that all rights, title and interest in the applicable Solution and its applicable Instructions (as defined in an Attachment), including technology and trade secrets embodied therein and any custom developments created or provided in connection with or related to this Agreement, including all copyrights, patents, trade secrets, trade dress and other proprietary rights, and any derivative works thereof, will belong solely and exclusively to Motorola or its licensors, and Customer will have no rights whatsoever in any of the foregoing.

#### **SECTION 10    RESTRICTIONS**

Customer acknowledges that its use of the applicable Solution and its applicable Instructions is limited to the scope of the license granted under Section 9 and that this Agreement does not permit Customer to use the applicable Solution and its applicable Instructions other than as provided herein or in any applicable Attachment. Customer acknowledges that the applicable Solution and its applicable Instructions constitute valuable trade secrets and/or confidential information of Motorola and its partners. Unless otherwise expressly permitted in this Agreement or an Attachment, without Motorola's prior written consent, Customer will not:

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- knowingly or negligently permit other individuals or entities to use or copy the applicable Solution and its applicable Instructions except in strict accordance with the terms and conditions of this Agreement or an Attachment; or
- modify, translate, alter, adapt, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction), reproduce, distribute or display, or create derivative works, compilations or collective works based on the applicable Solution and its applicable Instructions, which is a valuable trade secret of Motorola or its licensors; or
- merge the applicable Solution with any other software; or
- sublicense, rent, lease, grant a security interest in, or otherwise transfer rights to the applicable Solution and its applicable Instructions except as specifically permitted herein; or
- use the applicable Solution to operate in or as a time-sharing, outsourcing, or service bureau environment or in any way allow third-party access to the applicable Solution.

## **SECTION 11 OWNERSHIP OF CUSTOMER DATA, PRIVACY**

(a) Motorola acknowledges and agrees that:

- all right, title, and interest in and to Customer Data (as defined below) will belong solely and exclusively to Customer; and
- that the Customer Data will not be utilized by Motorola for any purpose other than to perform the Services required under this Agreement.

(b) For purposes of this Agreement, "Customer Data" will mean information collected by Motorola in connection with providing the applicable Motorola Solution to Customer, it being acknowledged by Customer that such Customer Data is being made available to and to the extent necessary licensed to Motorola in order for Motorola to provide the applicable Motorola Solution.

(c) Capitalized terms set forth in this Section that are not defined in this Agreement shall have the meaning as defined in the U.K. Data Protection Act of 1998 ("Act"). The parties acknowledge that Motorola shall have access to "Personal Data" (as defined in the Act) in providing the Services. The Customer appoints Motorola to process the Personal Data on the Customer's behalf as the Data Processor (as defined in the Act) to the extent Personal Data is transmitted to Motorola from outside the United States. The Customer warrants that it has all necessary consents and authorizations for Motorola to process Personal Data in the manner and for the purposes (which are solely determined by the Customer) in accordance with the terms of this Agreement. Motorola shall act only on instructions from the Customer in respect of such Personal Data. Except as required for the performance of this obligation under the Agreement, Motorola shall not retain any copy, abstract, précis or summary of any of the Personal Data.

## **SECTION 12 PUBLICITY**

Customer agrees that during an Agreed Term, Motorola may publicly refer to Customer, orally and in writing, as a customer of Motorola and use a logo provided by Customer to display on Motorola's Website. Customer further agrees to be the subject of a written case study and press release. The final copy of such a case study and press release shall be subject to Customer's written approval prior to release to any other party. In addition, Customer agrees to make its representatives available to serve as references (for response to customer prospect inquiries) for the Motorola Solution, provided that such reference requests are limited to a reasonable number and frequency. Further, notwithstanding anything to the contrary, either party may disclose the existence and general nature of this Agreement. Any other reference by either party to the other party requires written consent.

### **SECTION 13 ASSIGNMENT**

Except as expressly provided in this Agreement, nothing contained in this Agreement is intended to confer upon any third party any rights, benefits, or remedies of any kind or character whatsoever. No party may assign this Agreement or an Attachment or Statement of Work, in whole or in part, without obtaining the prior written consent of the other party which consent will not be unreasonably withheld or delayed (provided either party may withhold consent if the proposed assignee is, or is affiliated with, a competitor of such party), except that, without the other party's consent, either party may assign this Agreement along with all Attachments executed in accordance herewith to any successor entity or purchaser of substantially all the assets of the assigning party's business.

### **SECTION 14 GOVERNING LAW**

THE CONSTRUCTION AND PERFORMANCE OF THIS AGREEMENT SHALL BE GOVERNED BY THE FOLLOWING: For disputes arising out of Services performed in the following Regions, the following laws shall apply without regard to choice of law provisions:

<b><u>Region</u></b>	<b><u>Choice of Law</u></b>
North America, Latin America, South America:	Texas law and jurisdiction;
Europe, the Middle East, Africa:	English law and jurisdiction;
China:	Chinese law and jurisdiction;
Japan:	Japanese law and jurisdiction;
Asia/Pacific:	Singapore law and jurisdiction.

This Agreement will be interpreted and construed in accordance with the English language.

### **SECTION 15 DISPUTE RESOLUTION**

The parties will attempt to settle any claim, or dispute or controversy (whether in contract, tort or otherwise) against Motorola or its licensors, its agents, employees, successors, assigns, or affiliates (collectively for purposes of this paragraph, "Motorola") arising out of or relating to this Agreement, Motorola's advertising, or any related purchase (a "Dispute") through face to face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within thirty (30) days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.

### **SECTION 16 CONSTRUCTION; COUNTERPARTS**

The section headings in this Agreement are solely for convenience and will not be considered in its interpretation. The Attachments to this Agreement are hereby incorporated herein as if set forth herein in full and may be executed without any further amendment to this Agreement. This Agreement has been reviewed and negotiated by the parties, and each party has had the opportunity to review this Agreement with counsel of its own choosing; accordingly, this Agreement will not be construed strictly for or against either party. Pronouns used in this Agreement will be construed to include the masculine, feminine or neuter, as the identity of the antecedent may require. If a conflict arises between the terms of this

## **Williamson County, TX**

Agreement and an Attachment, the terms of this Agreement will control unless the Attachment expressly states that it controls. This Agreement may be executed in two or more counterparts, each of which will be deemed an original for all purposes, and together will constitute one and the same document. Telecopied signatures will be relied on as original signatures in all respects.

### **SECTION 17 SEVERABILITY**

If any provision of this Agreement or an Attachment is held by final judgment of a court of competent jurisdiction to be invalid, illegal or unenforceable, such invalid, illegal or unenforceable provision will be severed from the remainder of this Agreement or an Attachment (as the case may be), and the remainder of this Agreement or an Attachment (as the case may be), and the remainder of this Agreement (as the case may be) will be enforced. In addition, the invalid, illegal or unenforceable provision will be deemed to be automatically modified, and, as so modified, to be included in this Agreement or an Attachment (as the case may be), such modification being made to the minimum extent necessary to render the provision valid, legal and enforceable. Notwithstanding the foregoing, however, if the severed or modified provision concerns all or a portion of the essential consideration to be delivered under this Agreement or an Attachment (as the case may be) by one party to the other, the remaining provisions of this Agreement or an Attachment (as the case may be) will also be modified to the extent necessary to equitably adjust the parties' respective rights and obligations hereunder.

### **SECTION 18 BINDING EFFECT**

Subject to the limitations herein before expressed, this Agreement and any Attachment will inure to the benefit of and will be binding upon the parties, their successors, administrators, and assigns.

### **SECTION 19 RIGHT TO AUDIT**

Motorola acknowledges that Customer has the right to inspect certain Motorola books and record for the purpose of verifying performance in accordance with the terms of the contract. Customer's inspection is limited to the verification of shipment to invoice quantities and shipment receipts. After Customer provides thirty days' written notice, Customer may send a representative to a Motorola facility during normal business hours to conduct such limited review, or at Customer's request Motorola will provide copies of the specific documents to Customer's location for its review. Motorola books and records provided to Customer pursuant to this provision shall not be used, duplicated or disclosed to any other third party without the express written permission of Motorola. In no circumstances will Motorola be required to create or maintain documents not kept in the ordinary course of Motorola's business operations, nor will Motorola be required to disclose any information, including but not limited to product cost data, which it considers confidential or proprietary to Motorola.

### **SECTION 20 NO WAIVER OF IMMUNITIES**

Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to either Party, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. Customer does not waive, modify, or alter to any extent whatsoever the availability of the defence of governmental immunity under the laws of the State of Texas and of the United States.

### **SECTION 21 NON-APPROPRIATION AND FISCAL FUNDING**

The obligations of the parties under this Agreement do not constitute a general obligation or indebtedness of either party for which such party is obligated to levy, pledge, or collect any form of taxation. It is understood and agreed that Customer shall have the right to terminate this Agreement at the end of any Customer fiscal year if the governing body of Customer does not appropriate sufficient funds as determined by Customer's budget for the fiscal year in question. Customer may effect such termination by giving written notice of termination at the end of its then-current fiscal year.

### **SECTION 22 TEXAS PUBLIC INFORMATION ACT**

To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that Customer, its officers and employees may request advice,

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decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or data furnished to Customer as to whether or not the same are available to the public. It is further understood that Customer's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Customer, its officers and employees shall have no liability or obligation to any party hereto for the disclosure to the public, or to any person or persons, of any items or data furnished to Customer by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

**SECTION 23 ENTIRE AGREEMENT**

This Agreement, together with any Exhibits, Attachments, Addendum and Schedules of Services or Statements of Work executed in accordance herewith, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings and agreements, written or oral, regarding such subject matter. No amendment or modification of this Agreement or an Attachment will be binding unless in writing and signed by a duly authorized representative of both parties. The use of pre-printed forms, such as purchase orders or acknowledgments, is for convenience only and all terms and conditions stated thereon are void and of no effect.

List of Attachments to this Agreement:

- Williamson County Texas, Motorola Alerts Proposal Cover Letter
- Motorola Alerts Service – Statement of Work
- Motorola Alerts Service – Pricing Information
- Questions and Answers related to the Proposal

*Executed to be effective as of the date the agreement is fully executed below.*

**Customer: Williamson County, Texas**

**Motorola, Inc.**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Print Title:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_

**Date Signed:** \_\_\_\_\_





September 15, 2009

Patrick Cobb, Director of Emergency Communications  
Williamson County, Texas  
508 South Rock St  
Georgetown TX 78626

Subject: Williamson County Motorola Alerts Proposal

Dear Mr. Cobb,

Please see the enclosed firm proposal to provide a hosted Motorola Alerts service for Williamson County public safety mission critical notification system. To meet your business objectives and timeframe requirements, we have delivered a firm price and have enclosed the documentation to proceed with the contract.

As the industry's premier supplier of radio and integrated solutions, Motorola possesses many unique capabilities. These capabilities allow us to offer our customers effective solutions to their complex business problems. Our primary goal is to provide Williamson County with a solution that improves the safety level of your employees and citizens. Simultaneously, we are committed to contributing to Williamson County's increased productivity and organizational profitability, while always ensuring customer satisfaction.

Questions or inquiries may be addressed to me at 214-563-3868 or [Kari.McClelland@motorola.com](mailto:Kari.McClelland@motorola.com).

We look forward to your positive review of our proposal, to subsequent discussions, and to helping Williamson County achieve its communications goals and objectives.

Sincerely,

Kari McClelland  
Service Account Manager  
Enterprise Mobility Solutions  
Motorola, Inc.



SECTION 1

## Motorola Alerts Service

Williamson County, Texas

# Statement of Work

September 2009



**MOTOROLA**

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

Motorola and the Stylized M Logo are registered in the U.S. Patent and Trademark Office.  
All other product or service names are the property of their respective owners.

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Control No. 09-085

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## Section 1

# Statement of Work

## MOTOROLA ALERTS SOLUTION

### 1.0 Description of the Motorola Alerts Crisis Notification Service

Motorola Alerts provides an effective method to contact and help large numbers of first responders, managers and employees, and other constituents manage through business critical incidents. The Motorola Alerts crisis notification service harnesses available communication channels to find people, deliver messages, and collect information. Key standard features include:

- A user friendly, centralized, easily accessible user interface to send alerts during a crisis
  - Activate and send messages via web, Interactive Voice Response (IVR), live phone support, or web services Application Programming Interface (API)
  - Real-time reporting of the responses
- A highly available infrastructure dedicated to emergency communications
- Tool set to maintain accurate contact information
- Collaboration features enable end-to-end crisis management
- Security and data privacy
  - Administrative privileges set by Customer administrator ensures control over who can send notifications and view contact information
  - Ability to classify departments and/or locations so they do not interfere with each other
  - Ability to password protect confidential messages
- Support for both inbound and outbound communication by voice, SMS text messaging, email, and fax
  - Integrated inbound and outbound notification through a simple toll-free number

Motorola Alerts includes:

Emergency notification coverage for the Recipients:

- As Shown: Included Annual Domestic US Voice Notification Minutes per Recipient per Year
- As Shown: Included Annual Domestic US SMS Messages per Recipient per Year
- As Shown: Included Annual Domestic US Fax Pages per Recipient per Year
- Unlimited: Included Annual Email Notification Attempts per Year
- Unlimited: Administrative accounts defined as those accounts possessing authority to initiate an outbound notification

## 2.0 Base Fees

Base fees for Motorola Alerts are provided in Customer Support Plan. The Base Fees will be invoiced upon execution of the Agreement and shall be due within thirty (30) days after receipt of invoice.

For purposes of this SOW, voice notification minutes are the total minutes used by Customer's usage of Motorola Alerts for both outbound notification and inbound calls, and the term "Domestic United States" shall be defined as the lower 48, contiguous United States and the District of Columbia.

## 3.0 Optional Features Detailed Descriptions

The following descriptions describe the optional features that may have been purchased or can be added to an existing sale. To the extent Customer desires to subscribe for additional Services, such additional Services shall be first agreed to in writing in a separate Statement of Work.

- **Motorola Alerts Hotline Pro:** If selected, Motorola Alerts is provisioned with one (1) US toll-free number to provide access by all Recipients. Motorola Alerts Hotline Pro provides the ability for the Customer to create and customize the structure and content of the inbound IVR system, including but not limited to: checking previously sent voice notifications, recording answers to polled questions, listening to general information, and sending notifications via QuickLaunch codes, it being acknowledged that minutes used during Customer's use of the Hotline are counted as part of Customer's Included Annual Voice Minutes. Hotline Pro can optionally provide support for multiple IVRs. All additional Hotline Pro, toll, or toll-free, IVR phone numbers as requested by Customer may incur a one-time setup at the then current rates provided to the Customer before ordering. In addition, each new phone number may carry a monthly fee at the then current rates provided to the Customer before ordering. Inbound hotline numbers can be purchased as follows:
  - US or UK Toll or Toll-Free Numbers
  - US Toll-Free Vanity Numbers
  - International Toll or Toll-Free Numbers
- **Motorola Alerts Incident Command Center™ (ICC):** If selected, ICC is a web-based center for crisis management collaboration and provides the tools to efficiently coordinate a crisis response and recovery operation. The ICC is the central location for sharing information and tracking the progress of events and responses.

- **Motorola Alerts API:** If selected, Motorola Alerts API is a SOAP-based API for accessing internal functions of Motorola Alerts. Motorola Alerts API provides programmatic access for the Customer to develop third-party integration to Customer's Motorola Alerts Service that includes creating, triggering, and polling results of a notification and adding, updating, and removing recipients from Motorola Alerts.
- **Additional Text-to-Speech (TTS) Languages:** Motorola Alerts is available with American or UK English as the default-spoken language for message recipients. If additional languages are required, there are several currently available, with more being added frequently. Motorola can provide details on the availability of languages other than English.
- **PriorityOne Ports:** If selected, Motorola provides the Customer with first priority (over all other customers) to access telephony ports in order to place voice calls. For example, a customer who purchases 100 PriorityOne ports would have the ability to send 100 calls a minute (assuming a 60 second call). Motorola can provide details on the number of PriorityOne ports that are available.

### ***Additional Pre-paid Voice Minutes, Fax Pages, and Text Messages***

- Packages of one thousand additional Annual Domestic United States voice notification minutes per year are available. Rates for attempted and delivered voice notifications to Devices outside the Domestic United States shall be charged at the Per Minute Pre-Paid Rate plus the applicable surcharge for such non-Domestic United States country. The surcharges for each non-Domestic country are available upon Customer's request.
- Packages of one thousand additional Annual Domestic United States fax pages per year are available. Rates for non-Domestic United States Fax Pages shall be charged at the Pre-Paid Annual Fax Page Rate plus the applicable surcharge for such non-Domestic United States country. The surcharges for each non-Domestic country are available upon Customer's request.
- Packages of one thousand additional Annual Domestic United States SMS messages per year are available. Rates for non-Domestic United States SMS Messages shall be charged at the Pre-Paid Annual SMS Message Rate plus the applicable surcharge for such non-Domestic United States country. The surcharges for each non-Domestic country are available upon Customer's request.

## **4.0 Additional Fees**

In addition to the fees referenced in Customer Support Plan, Customer may incur the following additional fees for the services. Any additional fees shall be invoiced and paid monthly in arrears by Customer in accordance with the Agreement:

### ***Additional Post-paid Voice Minutes, Fax Pages, and Text Messages***

- Any and all per minute fees for voice notifications in excess of the Included Annual Minutes in the Domestic United States (as defined below) shall be charged at \$200.00 per thousand minutes ("Per Thousand Minute Excess Rate"). Rates for attempted and delivered voice notifications to Devices outside the Domestic United States shall be charged at the Per Minute Excess Rate plus the applicable surcharge for such non-Domestic United States country. The surcharges for each non-Domestic country are available upon Customer's request.
- Any and all per-page fees for fax notifications in excess of the Included Annual Fax Pages inside the Domestic United States shall be charged at \$200.00 per thousand fax notification pages ("Per Thousand Fax

Page Excess Rate”). Rates for non-Domestic United States Fax Pages shall be charged at the Per Fax Page Excess Rate plus the applicable surcharge for such non-Domestic United States country. The surcharges for each non-Domestic country are available upon Customer’s request.

- Any and all SMS Messages in excess of the Included Annual SMS Messages inside the Domestic United States shall be charged at \$100.00 per 1000 SMS Messages (“Per SMS Excess Rate”). Rates for non-Domestic United States SMS Messages shall be charged at the Per SMS Excess Rate plus the applicable surcharge for such non-Domestic United States country. The surcharges for each non-Domestic country are available upon Customer’s request.
- Professional Services may be scoped and priced separately based upon customer requirements.

## **5.0 Motorola Alerts Set Up Process (Pre-Production Mode)**

After the agreement has been fully executed, Motorola will work to establish the Motorola Alerts service as follows:

### **5.1 Motorola has the following responsibilities**

Motorola will provide Customer, Motorola’s Emergency Messaging System-Crisis Management Center (“Motorola Alerts”), a hosted, business critical notification and escalation service that can be used by the Customer in the manner described in the user manual provided to Customer in connection with this Attachment (the “Instructions”). Upon initiation of a notification using Motorola Alerts, the Recipient will be able to receive notifications via the communication channels defined in each Recipient’s Motorola Alerts profile, which may include voice, emails, SMS, and fax messages. In addition, the optional features which have been purchased will be enabled. In addition:

- 5.1.1 Motorola will contact the Customer to provide access to Motorola Alerts per the contact information
- 5.1.2 Motorola will work with the Customer to set up all recipients provided by the Customer
- 5.1.3 Motorola will provide training to the Customer on usage of the system per the terms of the contract
- 5.1.4 Motorola will work with Customer to define and execute use case scenarios with verification of message initiation
- 5.1.5 Motorola will notify the Customer when Motorola Alerts has gone live and confirm the Customer contact will receive support in “production” mode
- 5.1.6 Motorola will be the point of contact for any questions/issues

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

To enable Motorola to provide the Services set forth in this SOW, Customer shall provide Motorola and its Licensors with access to appropriate Customer personnel only to the extent necessary for Motorola to provide the Services. Motorola shall not be responsible for any inability to provide the Services in the manner set forth in this

SOW which results from the failure of Customer or Customer's employees to follow the guidelines set forth in the Instructions to activate or use the Services. In addition to the Services set forth in this SOW, Motorola also provides technical support and training to designated Customer administrators. Motorola does not provide free support or training to individual end users of the Services. In addition:

- 5.2.1 Customer will work with Motorola to set up recipient data base and configure alerts and other information
- 5.2.2 Customer will participate in defining and testing for verification of message initiation
- 5.2.3 Customer will agree with Motorola when transitioning to "production" mode, after which time all support issues are addressed using Motorola Service Support Center (SSC) procedures
- 5.2.4 Customer will provide Motorola with pre-defined information (contact information, etc.) necessary to complete Customer Support Plan prior to transitioning to "Production" Mode as described in Section 6

## **6.0 Motorola Alerts Support Process (Production Mode)**

After transitioning to "Production" mode as described in Section 5, the following processes will be followed to support the Motorola Alerts Service during the term of the executed Agreement.

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

- 6.1.1 Motorola will create a Case as necessary when service is requested by Customer and will gather information and take action as required to address the issue. Some of the steps that that may occur are as follows:
  - 6.1.1.1 Characterize the issue
  - 6.1.1.2 Determine a plan of action
  - 6.1.1.3 Assign and track the Case to resolution
- 6.1.2 Escalate the Case to the appropriate party upon expiration of a Response time
- 6.1.3 Determine in its sole discretion, when a Case requires more than Motorola Service Support Center (SSC) services described in this SOW and notify Customer of an alternative course of action

6.1.4 Close the Case upon receiving notification indicating the Case is resolved

**6.2 Customer has the following responsibilities:**

6.2.1 Submit changes in any information supplied in the Customer Support Plan to the Customer Support Manager

6.2.2 Contact Motorola, by telephone, to request service

6.2.3 Provide the following when initiating a service request:

6.2.3.1 Assigned System ID number

6.2.3.2 Need for service request and site location

6.2.3.3 Other pertinent information requested by Motorola to open the Case

6.2.4 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide support services

## 7.0 Description of Support Services

Motorola will work with the customer to make sure that the Motorola Alerts service is properly established and supported for the term of the agreement. Upon execution of a new contract, a representative of the Motorola SSC will initiate contact with the Customer to establish service as described in Section 5.

Once the Motorola Alerts service has been configured per the Customer and the Customer has been properly trained on usage of the solution, the set up process will be complete and the Customer will be moved to the "Production" mode as described in Section 6. From this point forward, Motorola will provide Case management as set forth herein. The SSC will continuously track and manage Cases from creation to close through an automated Case tracking process. This Case management allows for Motorola to provide Case activity reports.

### Severity Definitions Table

Severity Level	Problem Types
Severity 1	Motorola Alerts unable to be utilized
Severity 2	Motorola Alerts produces intermittent loss of function or degraded performance
Severity 3	Motorola Alerts has a problem that impedes, but does not prevent the Customer from accomplishing the desired function



**Response Times Table** (Customer's Response Time Classification is designated in the Agreement)

Severity Level	Response Time	Work Around Time	Repair Time
Severity 1	Within 30 minutes once call is received by the SSC	3 hours (within reason)	5 business days
Severity 2	Within 1 hour once call is received by the SSC	5 hours (within reason)	7 business days
Severity 3	Within 2 hours once call is received by the SSC	8 hours (within reason)	10 business days

- \* Response Time: Assign problem/event to a resolving agent and/or service level. The assignment will take place both in business hours and non-business hours.
- \*\* Issue a temporary circumvention to partly/fully restore service. For example, this could be a procedural change and/or reboot.
- \*\*\* Monday thru Friday, excluding Motorola observed holidays.



SECTION 2

## Motorola Alerts Service

Williamson County, Texas

# Pricing Information

September 2009



**MOTOROLA**

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Control No. 09-085

## Section 2

# Pricing Information

Pricing includes the following:

Item	Cost
Term: 12 Months Service Term: 1 Month "Free of Charge" Trial service (for the first year only) included Term: Total of 13 Months (for the first year)	Included
Recipients: 1,000	Included
Voice Minutes: 10,000 included annually	Included
SMS Messages: 15,000 included annually	Included
Fax Pages: 500 included annually	Included
Email Messages: unlimited	Included
Inbound U.S. Toll Free Number: Included	Included
Incident Collaboration Center (ICC)	Included
HotLine Pro	Included
3 Days: Motorola Alerts ICC Planning & on-site Consulting	Included
<b>Total Annual Price (13 Months Service)</b>	<b>\$19,000</b>

## QUESTIONS AND ANSWERS RELATED TO MOTOROLA ALERTS PROPOSAL

### Summary of the Questions and Answers:

Question: Price Match to previous budgetary?

Answer: Yes, we will honor the previous pricing we gave Williamson County, namely \$19,888, instead of \$20,000 for the first year.

Question: For the API, can we clarify that it is inbound only? That seems weird.

I would expect us to be able to pull some data as well if we need to. At a minimum, I would assume that any transactions through the API will at least return an acknowledgement of success or failure for that transaction which in turn I would like to see captured in our CAD audit history.

Answer: Yes, functions within the API allow a customer to specifically check on responses for outbound messages. For example, a simple procedure could launch a notification to 20 people and also return how many responded via Email, Voice, Fax etc... It can also return any 'no response' or 'left voice' mail action and take action appropriately.

Question: For the data entry question, I get what they are saying on loading the data. What I would like to be clear on is their statement "and then let end users log into the system to add additional info (e.g., personal devices, etc...)." Who is the end user? I thought they said in the meeting that individuals could not manage their own profiles and that an administrator would have to do it. I think that concept is short-sighted and hope any recipient in the system would be able to update their device information and preferences without having to go through someone. Now whether or not they can change any or all of their notifications is another issue. Bottom line is: Can a registered recipient change their own devices/preferences (when to use which device) or does this have to be managed by an administrator? If so can you group recipients and administrators? For example, Scott manages the Comms group and Lt. Briggs manages the Sheriff's office.

Answer: End users can absolutely be granted the right to login and update their profile. Administrators can limit which fields are editable, for example, that end users can add additional devices but not corrupt known good information such as their corporate email address.

Question: Is there any hardware or software actually being installed at Williamson County location?

Answer: no.

Question: Will we provide an API to other systems like CAD or Motorola radio system? If yes, can there be multiple API type interfaces? If they want to interface CAD, Radio and other future systems....Is this type of interface allowed? In the attached SOW (page 1-2) it suggests this is a possibility, then in the contract (page 4 of 6) it says the

## Williamson County, TX

customer will not merge the application solution with any other software.....We need to clarify this.

Answer: No we are not interfacing to CAD as part of this project. Motorola Alerts will provide its own set of APIs only as part of this project. The API is an inbound webs service. In other words the other County applications can send information to Motorola Alerts, or can trigger alerts in Motorola Alerts. Motorola Alerts does not connect directly to any applications.

Question: How many concurrent people can Williamson County have logged into the system on once?

Answer: No limit.

Question: Need a budgetary price for year 2, so they can start to set their budget.

Answer: Assuming there are no changes in Year 2, the budgetary pricing would be the same as in Year 1.

Question: Does system provide any reports on the usage of the system and a way for them to indicate the messages, SMS and minutes used through out a specific month, year,etc...?

Answer: Yes

Question: How is the contact data input into the system? Can it be loaded in digital format or manually, contact by contact? Can Williamson County set up users to have access to go in and change their individual user contact info and contact preferences? How does this work? They need more discussion on data input and management.

Answer: Data can be entered in the system either manually (one record at a time) or via an import process (they can send us a spreadsheet on a regular basis and we'll upload it). A combination of these approaches can be used. They can send us the data they have in their system of record and then let end users log into the system to add additional info (e.g., personal devices, etc...).

Question: Overages - What will happen if there is overages in the first year? They can only pay for what is budgeted in a particular year. What happens if they use all their min. in the first 9 months. Will we turn them off or commit to giving them additional min, then adjust the following year? We need clarify language in the contract for this.

Answer: Suggested pricing to the customer is identified. We can wait until the following year to bill for any overages and simply include it with the renewal.

Question: Can Williamson County let other agencies in the County and or region use their system and be subscribers under them on the system..... Any restrictions on outside agency users being able to add onto the Williamson County system. Answer: There are no technical restrictions.

Question: What is the implementation time line?

Answer: It depends on a wide variety of factors, but implementations typically take anywhere from a few days to a few weeks. It all depends on how fast the client wants to work and how ready they are to move ahead through each step.

## Williamson County, TX

Question: Is it a hosted license or are there restrictions as to how many computers the application can be loaded onto?

Answer: It is a hosted service accessible via the web. There is nothing to deploy on a computer.