

WILLIAMSON COUNTY

MARCH 3, 2020

PUBLIC SAFETY SOFTWARE SOLUTION

HipLink Notification Proposal

DIR-TSO-4101

APC CODE 068

HipLink Reseller

March 3, 2020

Re: HipLink Notification Proposal

To whom it may concern,

The following document provides information regarding the purchase of HipLink's communication platform.

Please note that this sale is subject to the Texas DIR contract Terms and Conditions. Please also note that a purchase order is required that references the DIR-TSO-4101.

Thank you for giving us the opportunity to provide our proposal to your agency. This document includes detailed product descriptions, screenshots, and the price quote. Please do not hesitate to contact us about our company, solutions, or this document.

Sincerely,

Motorola Vendor Contact

Jordan Nickel, Field Sales Executive
4625 Lake Park Blvd., Salt Lake City, UT 84120
P: 208.288.0440 | E: jordan.nickel@motorolasolutions.com



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Exhibit A – Software License Agreement

Exhibit B – Technical Support Service Level Agreement



**HipLink Notification Solution
for
Williamson County
Emergency Communications**



Developed For

Scott Parker
Director, Emergency Services

By:
Frank Williams
Enterprise Sales Manager
HipLink Software
408.915.5302
fwilliams@hiplink.com

March 3, 2020



March 3, 2020

Scott Parker
Williamson County Emergency Communications
911 Tracy Chambers Lane
Georgetown, TX 78626

Dear Scott,

Thank you for the opportunity to provide a proposal to Williamson County for HipLink's communication platform.

Based on information received from Williamson County to date, the department is looking for a notification solution that will provide the local staff the ability to send messages to all first responders, including Sheriff, Police, Fire and Volunteer Fire Departments and EMS. This proposal contains specific information related to how HipLink will meet the requirements provided to date.

We are confident that HipLink will meet and exceed all of Williamson County's messaging needs, and we look forward to helping you achieve this initiative.

Best Regards,

A handwritten signature in black ink, appearing to read "Frank Williams", with a stylized flourish at the end.

Frank Williams
Enterprise Sales Manager

Williamson County Requirements

This proposal assumes that, if it is granted, all parties will work together to develop a mutually agreeable implementation schedule. This proposal is also based on information provided at this time. Any revisions required at a later date will be subject to price review at that time. Based on client discussions we have identified the following requirements:

- The organization operates in a 24/7 environment and currently uses a solution to send pages to its employees. This will be replaced with the implementation of a paging and notification system more suited for Williamson County's needs and activity.
- When a page is sent out using the current solution, the County does not get confirmation of receipt and acceptance from their first responders. This results in additional steps by the dispatch center to confirm the page was received and the receiver is enroute by repeated radio calls. The new system must provide automated confirmation of page receipt and response.
- As a centralized messaging system, the software will need to reliably integrate with Williamson County's Superior CAD system for automatic distribution of alerts, notification and command line paging.
- The system must deliver messages to first responders in less than 10 seconds.
- The system must work with major carrier's enterprise paging products for delivery of text messages with confirmation of delivery and two-way responses.
- The County has approximately 1,350 responders that need highly reliable communication from either the CAD or a desktop interface.
- The system must have a secure mobile app that provides ring tone differentiation and persistent ringing. The app must be CJIS compliant as well as FirstNet certified.
- Non-employee users of the HipLink Mobile app must not need to connect to Williamson County's internal network as part of the app deployment.
- The system will allow data from an LDAP interface as well as data directly input from the GUI interface.
- The system must support browser-based screens accessible to Users via a secure, authenticated login for access from any computer for administration and sending messages from a desktop. The Users logging in will manage the application, sending messages, and accessing reports for delivery status tracking. The solution will initially be configured to support thirty-five (41) User logins but must be able to expand in the future.
- The solution shall offer a secure, authenticated login to a variety of send screens to send out messages as well as administrative screens to manage the application.
- Williamson County requires the ability to reliably deliver messages to all carriers in multiple protocols with automatic failover if one method should fail.

- All potential devices capable of receiving text messages and/or voice must be supported, including cell and smart phones, pagers, landline phone, and desktop pop-up windows for current and future requirements.
- Grouping is important for proper message delivery so the selected application needs to offer robust nested grouping with full on-call scheduling and escalation integrated into the group functions providing for hourly, daily, weekly and monthly on-duty scheduling. There should be no limitation in the number or types of groups that can be set up for users.
- Access to the application should be controlled with a detailed permissioning structure to accommodate a variety of login roles within the organization. There should be unlimited levels of permissions that can be defined.
- The software must be scalable to support any number of wireless devices or message load to accommodate future growth.
- Detailed logs must be kept tracking every interaction of the messaging system for auditing purpose. Detailed reports must be automatically generated in real time for every message sent providing all relevant information (timestamp, sender, recipient, message status, etc) and for trouble-shooting purpose.

The HipLink Solution Summary

The HipLink Software's solution will fill all the requirements outlined above and will provide flexibility and scalability for the future.

HipLink is a comprehensive notification solution that enables users and software applications to instantly communicate with any device including smartphones, standard cell phones, pagers, email, and other devices. The solution is supported as on-premise software with a hybrid connector to our data center for voice delivery. We have shown these options for in the pricing section.

Our HipLink solution will easily integrate with your One Solution CAD system via the pre-defined Spillman interface using the HipLink CLI interface. This will give the County automatic paging directly from your software to your staff.

The Web browser interface allows for easy access from anywhere and is used for sending a message is also used for administration and set-up allowing administrators to login and make necessary changes from anywhere. HipLink has been built with extensive routing capabilities using a number of customizable and specialized groups and calendar scheduling at the individual user level. Williamson County will be able to set-up their users to insure whenever an alert goes out, it goes to the right person who can address the problem or situation whatever time of the day or night. For high priority messages, confirmation and escalation can be easily and automatically assigned.

Using the advanced HipLink features, Williamson County can set up multiple devices for one user. Once an alert has been issued, a message will try all registered devices until it is successful in getting confirmation. This can also be used to schedule delivery through different methods at different times of the day.



HipLink Mobile is a major feature in the software that provides maximum flexibility and will allow Genesis customers to leverage the use of smartphones for intelligent communication. Using HipLink Mobile, a User will have a priority view of important alerts, have alerts that receive fully-secure text messages, send secure messages, and execute actions remotely.

HipLink's proprietary protocol in its mobile app operates over either the cellular data network or on a Wi-Fi network so that text messages can be sent completely independent of cellular SMS. The application provides advance messaging features for encrypted text messages, the ability to override phones settings for emergency messages, and one click responses. Combined with the secure and easy to manage HipLink Platform, HipLink Mobile improves overall communication throughout the organization, regardless of location.

The HipLink software provides the ability for carrier failover from one protocol to another in the event of a failure. An example would be switching from an Internet protocol to TAP dial-up if the Internet connection drops or is unavailable. This insures the highest standards can be met for timely and reliable delivery.

HipLink offers a 1-way and 2-way text messaging service for notification called HipText. This service has been proposed for all SMS message delivery. HipText offers enterprise message delivery that is independent of carrier messaging plans. HipLink provides access to the carrier gateways for any volume of text messaging at an efficient pace.

Although the exact delivery time of a text message to a cell phone depends on the location of the device, network traffic, carrier plans, and signal strength, HipLink is capable of delivering 50,000 messages to the carrier gateways within 2 minutes.

HipLink will give Williamson County both one-way and two-way messaging protocols for messaging to all cell phones and pagers. HipLink also has extensive capability with two-way applications for almost any device platform. Custom applications can be easily built using HipLink technology to further enhance your wireless capabilities. Using HipLink, Williamson County will have the ability to add more messengers for increased volume of messages and/or additional protocols at any time.

The software supports multiple operating platforms including Windows or Linux and Williamson County will have their choice of the operating environment as well as the flexibility to switch to other platforms in the future should the need arise.

The reporting capabilities of the software provide detailed statistical analysis of message activity, a powerful tool for monitoring the effectiveness of a deployed wireless strategy. All activities in the software are logged so that a complete history is available for review and archive.

Core System Overview

User Logins

The HipLink Graphical User Interface (GUI) can be accessed from a standard web browser with no additional third party software required on the desktop PC. This interface is used for HipLink administration, message dispatch, and other standard uses.

For System Administrators, the browser interface allows them to perform system set-up tasks, maintenance, troubleshoot issues that arise, and manage application connections. We recommend establishing primary User Administrators who manage the everyday functions in the system including creating and maintaining User accounts that oversee permission levels for other login Users, setup and manage device licenses (Receivers), as well as identify and construct HipLink notification Groups. These primary administrators usually setup departmental sub-administrators to delegate the administration of the system to the most logical business unit level.

For Standard Users one of the primary functions of the interface is the ability to manually send messages and to see the status of those messages in the HipLink reports. HipLink offers a variety of send screens to facilitate sending messages to all device types based on user permissioning.

Permissioning Engine

The HipLink Interface has a variety of features for the different types of Users. Each person who logs in is assigned a User license and based on their functional role, is granted specific HipLink permissions. These assignments are fully controlled through membership in User Groups (unlimited levels in the HipLink solution) via an extensive permissioning structure and multiple users can be aligned together in User Groups which define exact privileges for all users within that group.

This structure supports the variety of functional roles within an organization such as full- and sub-administrator roles, dispatch roles, managerial roles, etc. The permissioning structure defines which components of the software are accessible to the login User and their view of data.

Primary Send Screen

There are different Send screens that offer support for sending messages and for sending standard non-encrypted sending to defined Receivers and Notification Groups. The send screens available include Primary Send and Resend screens. The Primary Send screen is the most commonly used send screen for day-to-day communications to defined Receivers and Groups. This proposal includes the Primary or Standard Send screen with the advanced screens available as an option.

Advanced Send Options and Templates

The Advanced Send Screens include:

- Scheduled Send – enables individuals to pre-schedule messages in the future either as a single instance or in a recurring pattern.
- Custom Escalation – enables individuals to create an ad-hoc escalation process to various individuals and/or groups outside of the scope of a predefined Escalation Group.
- Templates – Used for sending messages based on pre-defined templates which simplify the delivery of standard and complex messages.

Devices - End-points to Receive Messages

HipLink supports text messaging for one-way and two-way delivery to Smartphones, cell phones, pagers, desktops, email etc. Support for standard, non- secure devices is described in the requirements and configuration sections to meet your organization's needs.



The solution supports any combination of the following protocols: TAP, SNPP, DTMF, GSM, WCTP, HNP, XMPP, SMPP, HTTP, BES push, HTTP, and SMTP to communicate with various Telecom providers. This gives support for standard cell phones, and pagers along with the ability to leverage carrier enabled Business Messaging via the delivery protocols (WCTP or SNPP).

Note: To provide reliable and accountable message delivery we recommend using the Enterprise Messaging products the carriers provide to public safety at no charge. Full 2-way communication is supported on any 2-way enabled device offering response feedback for tracking and recording in the HipLink software. The software will be able to detect if there is a problem with message delivery and automatically attempt to re-deliver the message through alternative means.

HipText

HipLink offers a 1-way and 2-way text messaging service for notification called HipText. This service has been proposed for all SMS message delivery. HipText offers enterprise message delivery that is independent of carrier messaging plans. This service was developed using our cross-carrier, global messaging gateway. HipLink provides access to the carrier gateways for any volume of text messaging at an efficient pace.

Although the exact delivery time of a text message to a cell phone depends on the location of the device, network traffic, carrier plans, and signal strength, is capable of delivering 50,000 messages to the carrier gateways within 2 minutes.

Grouping

As part of the core package, HipLink offers extensive device grouping features. These functional groups allow for a targeted notification to optimize the delivery and minimize desensitization. There is virtually no limit to the number of groups that can be created or how deep the groups can be nested within each other. Group types include:

Broadcast Groups All members of the group will get a message. All delivery types are processed in parallel.

On-duty Groups allow for a schedule to be defined for resources and then an alert sent to that group for proper distribution any time of the day or night. Messages sent to On-Duty Groups are only delivered to members who are on duty at that time. HipLink offers a graphical overview of who is on duty on any given month for a particular On-Duty Group.

Schedules can be imported, setup from schedule templates, or created and updated on the fly. There are a number of schedule templates easily accessible to the User. These can be weekly schedules, monthly schedules, or non-reoccurring schedules. Access to a library of User defined schedule templates is also available.

Escalation Groups are ideal for mission critical alerts that must be responded to. An Escalation Group allows any number of individuals or functional groups to be specified in a call-down list. A response time can be set for each member in this list for the number of minutes they have to acknowledge receipt of the message. If the message is not acknowledged, it is automatically escalated to then next individual until the end of the list is reached. If no one responds, the escalation process automatically restarts.

Follow-Me Groups are designed for individuals who have multiple devices they want to use. The devices can be organized by schedule for delivery based on certain times of the day, or days of the week. When a message is sent to a Follow-Me Group, the software automatically identifies which device(s) the person should be notified on.

Rotate Groups are designed for even distribution of alerts via a 'round robin process' distributing the message volume to the members in the call list based on who is next.

Reports, Statistics and Logs

The core solution includes full support for HipLink's extensive Logs, Reports, and Statistics features.

Logs - Every event and message is logged in event logs. From creation and sending of the message to communication from the carrier and response from the receiver are all parts of the information stream. Any anomalies and/or failures will be clearly identified. Log levels can easily be changed and can be exported in a variety of formats.

Reports - Real-time Reports are available in the Reports tab for easy viewing by the Users. HipLink has both a detailed view and a summary view which is helpful for large call-outs. The Report screens can be fully customized by an individual giving the ability to define personal settings and selecting the data that is important to them. All report data can be exported in several formats including PDF, Excel and CVS.

Statistics – A statistical analysis of message activity and carrier performance is available which provides a detailed picture that includes a statistical analysis of message activity and carrier performance by protocol, carrier and time of day. This data can be exported for analysis and archiving purposes.

2-way Enabled

This module converts a One-way only HipLink Base package to a 2-way communication solution.

LDAP

HipLink supports connectivity with an AD/LDAP server for two different levels.

- **LDAP Lite with Single Sign On**
 - This enables individuals logging into the HipLink solution to authenticate from an Active directory. This module includes Single Sign-On Support.
 -
- **LDAP Advanced with Single Sign On**
 - The Advanced LDAP module enables individuals logging into the HipLink solution to authenticate from an Active Directory (AD). In addition, if contact information is stored in the AD this contact data may be used to populate and synchronize such contact data with HipLink Receiver records. The module includes Single Sign-On Support.

Filtering Engine

The Filter Module is commonly used in conjunction with HipLink's various integration modules. As messages and alerts are pushed to HipLink from a 3rd party application the Filtering engine can tailor message delivery to specific users or queues, based on defined parameters. HipLink lets a user initiate both positive and negative message filtering, redirect messages, filter out alerts based on key words, and eliminate duplicates and false alarms. Filtering can be set-up by time, sender and/or keyword in any combination. This helps control event storms and can be used as to filter out messages with inappropriate words in them protecting an organization from liability.

The Filtering Engine also has the ability to transform the message text, message body, and message recipient (API filter only) of a message if a set of user-defined conditions are met. The message text is allowed to undergo

- A comprehensive set of string parsing and manipulation functions.
- Dynamic addition or removal of any text before, after or, in between the message with the help of functions above.
- Insertion of a defined set of system variables that represent the key set of information available in a message. e.g., the receiver name, the recipient group name, the sender name, etc.

A HipLink customer can dynamically construct and transform a message and apply rules.

Departments Feature

The HipLink Department module is an add-on to the permissioning engine and allows customers to distribute the administration and use of the HipLink solution to any of their many locations/facilities and associated departments rather than purchasing a separate system for each location. The purpose of the Department Module is to enable distributed admin rights where each location can manage their own receivers, notification groups and login accounts. In addition the Department module allows you to allocate specific quantities of device licenses per department and establish communication visibility rights between the various departments. The Department module supports an unlimited number of locations/facilities/departments.

Automatic System Attendant

The HipLink solution includes an automatic System Attendant. This module monitors services within the HipLink solution, alerting the Admin team or individual on threshold violations. These thresholds are individually configured, when one is triggered, the monitor attempts to restart the affected service and reports the issue to the administrator.

Core System Overview HipLink Mobile and HipLink Desktop Client

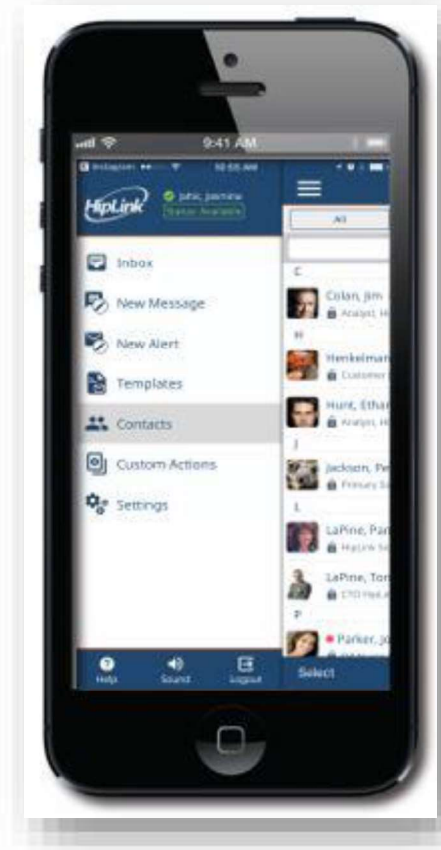
The HipLink Mobile and HipLink Desktop provide for a completely secure messaging platform through an application installed on a smartphone, supported tablet or Windows desktop. The application includes the HipLink Inbox and full Interactive Client where permissions for the various internal functional elements can be set by the organization.

HipLink Mobile Application Features

- Dedicated inbox for HipLink messages
- Highly secure 256-bit AES rolling key encryption with message confidentiality and integrity checks
- All messages and attachments are saved in encrypted container
- Fully HIPAA/CJIS/NERC/CIP Compliant
- Ability to receive notifications over IP networks either carrier's data network (3G, 4G, LTE) or Wi-Fi network with auto switching between both modes
- Notification alerts for offline users using platform specific push notifications services.
- Peer-to-peer communication for easy chat back and forth
- Send highly secure messages and alerts from the phone to any HipLink receiver and/or Group with or without the app
- Ability to receive one-way or two-way notifications
 - One-click response for 2-way responses
 - Confirm or reject a message with a simple click
 - Supports custom responses
- Set custom alert tones by message type for easy recognition of with different severity levels
- Persistent alerting for emergency notification that overrides settings
- Reminder Alert for unread messages
- Auto Message Expiration allows for automatic message deletion and inbox cleanup

Advanced Features

- File Attachment(s)
 - Virtually any number of files in nearly any format can be attached to a message from the HipLink Desktop UI and attached to the message for delivery
 - Photo, video or audio files
 - Attachment(s) are encrypted when delivered and stored
- Wi-Fi voice calling or Video Calling are available
- Profile Management and Status availability definitions
- Message Templates for easy alert creation
- Subscribe to Alert Topics or public feeds
- Full administration and management controls such as saving draft messages, searching on receiver/group names, and setting Favorites.
- Ability to execute various custom actions
- Perform standard actions or execute pre-programmed custom commands



Custom Actions & Quick Actions

HipLink Mobile includes very powerful tools that allow you to script any action and make these actionable scripts available under the control of User permissions as a Response Action on the mobile device. Such a response action could be “Call Security” to a specific location, “Activate Specialty Teams”, retrieve & update data from your backend systems (EMR or any other system). The response actions are presented as forms with fields you can enter in any dynamic component. A completed Response Action form can be saved as a Quick Action for one button press activation – call it the “Easy Button”.

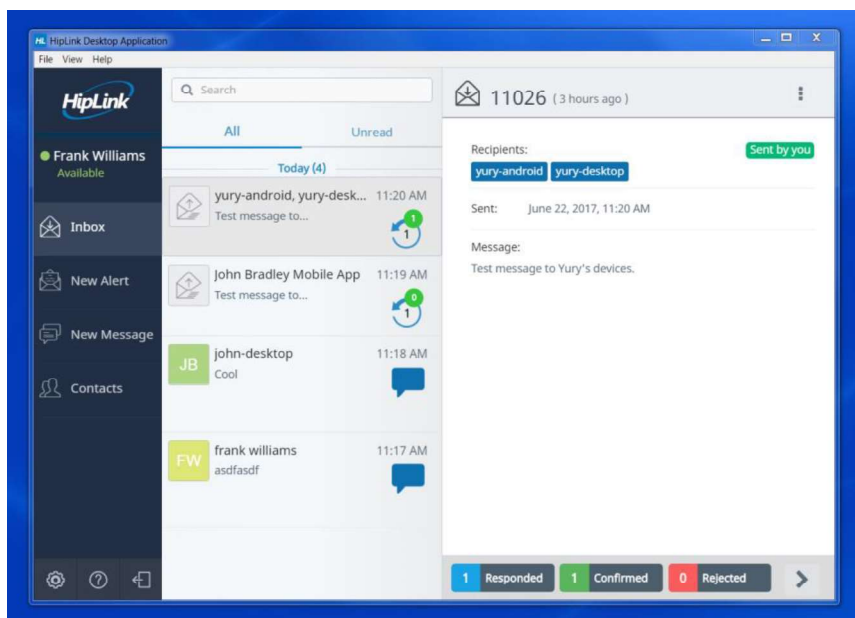
Mobile App Platforms

Currently the following mobile platforms supported. Please inquire for the latest version support.

- Android
- iPhone/iPod -iPhone

Desktop Client Features

- Dedicated inbox for HipLink messages
- The secure communication layer is TLS based and is established after a proper authentication procedure with message confidentiality and integrity checks
- All messages and attachments are saved in encrypted container
- Fully HIPAA/CJIS/NERC/CIP Compliant
- Peer-to-peer communication for easy chat back and forth
- Send highly secure messages and alerts from the desktop to any HipLink receiver and/or Group with or without the app
- Ability to receive one-way or two-way notifications
 - One-click response for 2-way responses
 - Confirm or reject a message with a simple click
 - Supports custom responses
- Set custom alert tones by message type for easy recognition of with different severity levels
- Persistent alerting for emergency notification
- Auto Message Expiration allows for automatic message deletion and inbox cleanup



Advanced Features

- File Attachment(s)
 - Virtually any number of files in nearly any format can be attached to a message from the HipLink Desktop UI and attached to the message for delivery
 - Photo, video or audio files
 - Attachment(s) are encrypted when delivered and stored
 - Both message and file attachment(s) are encrypted and delivered to the dedicated HipLink Inbox

Desktop Platform Support

- Microsoft Windows Desktop
- Windows 7, Windows 8 and Windows 10

Server Management Features**Message Encryption**

To help insure message confidentiality, integrity and authenticity, along with security against various attacks HipLink uses Transport Layer Security (TLS) already widely recognized as a security standard in the enterprise community. TLS is the successor to SSL and offers a robust security protocol meeting IETF standards for connection security. Using TLS, the HipLink application supports a wide variety of bit rate encryption options that include 128, 196 and 256-bit AES encryption standards configurable by the administrator.

One of the more interesting features HipLink has developed by using this standard is a "single session" handshake process. By using this method, the TLS encryption key is changing multiple times on each communication session between the HipLink server and the mobile device. This short "time to live" makes cracking the encryption extremely difficult as the key is constantly regenerating with each communication transaction. The security features apply to all phases of message delivery both messages sent to the phone and responses back.

Audit Trail and Full Traceability

The HipLink server provides a full audit trail for all server-to-device and device-to-device communications. Any message can be traced and its dispatch status can be tracked from a single easy to follow reports panel.

Remote Device Management

In addition to client applications, there are several features for Remote Management of the application. Administrators will be able to take the following actions from the HipLink GUI:

- Establish General Policy enforced for the entire organization
- Push application settings remotely from HipLink to the device apps
- Push application capabilities and permissions remotely from HipLink to the device apps
- Revoke secret key definitions in the device application
- Delete all or selected data stored in the device application

FirstNet Certification

HipLink's Mobile app is FirstNet approved.

Optional Add-on Modules

HipLink offers a variety of add-on modules to the proposed core system above. These are:

HipLink Voice Module

In order to have messages delivered via voice the HipLink Voice Module is required. The VoIP based Voice Module is available as a hybrid solution where the HipLink generated call list is pushed to HipLink's data center for dial out. The HipLink Voice Module offers an all-inclusive natural voice text-to-speech engine as well as the Interactive Voice Response (IVR) engine to obtain feedback from the call recipient.

Messengers

HipLink Messengers are tools that handle the send message request, i.e., deliver the message to the specified carrier. Messengers are assigned to a specific delivery protocol. Based on delivery volume requirements there can be multiple messengers assigned to one or more delivery protocols. Your proposal has a recommendation for your system but this can be added on to at any time for additional capacity.

Social Media Messenger

HipLink supports a specialized Messenger that is linked with either Twitter or Facebook for posting a message directly from HipLink to an organizations social media outlets.

Non-GUI User

Non-GUI Users are essentially connectors to establish automatic communication from backend 3rd party systems and/or applications to any device. A Non-GUI User can be associated with a Command Line Interface (CLI) tool, Java API, or Win32 COM Object. A Non-GUI User establishes communication to a server that can accept communication from multiple applications for automated alerting. The solution requirements and configuration section define the number of Non-GUI Users to interface with applications included in this proposal.

Attribute Assignment and Send Screen

Using Attributes in HipLink gives a User the ability to do an ad-hoc lookup based on a variety of pre-assigned receiver attributes to send a message. This can be any combination "Any" or "All" conditions from the Attribute Send screen. It works by giving the administrator the ability to create an unlimited number of Attributes in Global Settings and set the order they appear in the selection screens. Receiver Attributes can include anything relevant to the organization such as geography, organizational levels, job functions or special certifications. To send a message the User selects any combination of attributes which then shows all matches in their organization. They then select individuals from the list of those who meet the criteria or send the message to all in the refined lookup. An example of the lookup might be someone in the Southwest region, at a director level who is certified in Exchange management

Quota Send

Quota Send allows a User to send a message to a defined number of individuals and gather responses until a certain number or *quota* of people are reached for addressing an issue. The initiator sending the message specifies the total number of people they need for a particular incident by creating a list of recipients to contact and the order to contact them in. Once a program has been initiated, HipLink sends messages automatically until the quota is filled. Once the specified number of responses is confirmed for the call-out, HipLink automatically stops sending messages. All devices in the list that were sent a message but didn't respond are informed that the quota has been filled and they can ignore the call.

Subscription Groups

The Subscription Group module allows an organization to make available informational updates that individuals can subscribe or opt-in to. Any number of topics can be created and made available for subscription purpose. Any number of individuals can sign up for any Subscription Group.

Optional Redundant or Back-up Server

HipLink is a highly reliable system but failure in the network environment is always a possibility. To assure the highest reliability we recommend a redundant server for mission critical installations.

HipLink system synchronization allows the administrator to implement redundancy between two HipLink servers and synchronize the databases. HipLink allows administrators to perform backup and restore tasks using the GUI just by pressing a button, instead of performing these tasks manually at the file system level. The backup service allows backups to be performed based on a predefined schedule.

Supported Integration APIs & Gateways

HipLink offers an extensive array of integration modules to support automated alerting from client backend systems and/or applications. A complete description can be provided upon request.

CLI (Command Line Interface)	Windows COM Object
JAVA Interface	HTTP Interface
SMTP (email) Gateway	Alarm Gateway (Serial)
SOAP Programming	REST Programming
File System Interface	TAP Input Gateway
SNPP Input Gateway	XMPP Input Gateway
SNMP Monitoring	

Hardware Requirements – On-premise

Due to the small footprint, HipLink can be easily installed on an existing server and can tie into the organization's existing network / communications infrastructure. No additional servers are required to support any of the optional features described with the exception of the backup system. For recommended hardware requirements please contact your HipLink representative.



Company History

HipLink Software was founded in 1993 with corporate headquarters located in Los Gatos, California. The Company has been the premier provider of software for wireless text and voice communication to global organizations of all sizes providing Notification solutions for more than nineteen years. As a stable, woman-owned business with a long history of innovations in the industry, HipLink Software has demonstrated flawless commitment to its products and its customers.

A major advantage for HipLink is the relationships and trust the company has developed with leading companies in creating and deploying wireless applications and software over the years. We have worked with numerous device manufacturers, such as Apple, Android, BlackBerry, Motorola and Nokia.

We feel some of the most important relationships are with the paging and cell phone carriers. We have established major relationships with the carriers and HipLink is used widely by them both for internal alerting as well as testing their own protocol gateways. HipLink has also been certified on all of the major networks including AT&T, Verizon, T-Mobile, Sprint, American Messaging Spok/USA Mobility, and others and complies with their highest standards.

We work closely with our clients to be sure our software maximizes current capabilities and we are aware and prepared for what is coming in the future. These relationships have given us the knowledge to build robust products that capitalize on the strengths of the network providing the fastest most reliable products. Any client of HipLink can request enhancements to the product for incorporation into the roadmap.

Because of our long years of experience working on all wireless platforms and networks, HipLink can provide significant value to any organization implementing or planning to implement a wireless strategy. We've evolved as the industry has grown over the last fifteen years and have demonstrated our capability to continue to produce powerful and innovative wireless applications and connectivity software.



HipLink On-Premise Pricing

Perpetual License

HipLink Messaging Solution Pricing

Perpetual License Cost

Cost	
HipLink Advanced AP Software includes: Standard Send Screens 41 User Logins 1350 Standard Receivers 25 HipLink Mobile Licenses 5 Messengers (for select protocols) Interface for CAD integration Filtering LDAP Advanced Departments Enterprise Upgrade Combined GIS & Web Signup Support for 1 and 2-way Messaging Unlimited Standard Groups Standard User Permissioning Real-time Reports, Logs & Statistics First Year Warranty	\$122,273
Annual Support <ul style="list-style-type: none">Remote troubleshooting assistance for implementationNew product release and major version upgradesOngoing support via telephone, email and web assistance as needed	\$ 26,283
HipTtext, Text termination service for 2,000 Messages per Month for 12 Months ** Annual Price paid upfront	\$ 696
System Installation and Training One-time fees	
Administrator Training Online, interactive training for up to 4 people will encompass the system administration & maintenance, including the following: <ul style="list-style-type: none">Messenger SetupCarrier SetupReceiver SetupServices Panel	\$5,100



<ul style="list-style-type: none">• User Groups & User definition• Receiver Group set-up• Intro to Send Screens• Filter Engine• SNPP Gateway<ul style="list-style-type: none">• Overview of functionality and options• HipLink Mobile<ul style="list-style-type: none">• Network architecture and preparation requirements• Internal wireless network requirements• Application deployment strategies for iOS and Android client devices• General Policy setup, management and enforcement controls• Secure communication guidelines and best practices<ul style="list-style-type: none">• Data purging controls for lost or stolen devices.• Reports, Logs & Statistics• Maintenance of system• Application of License Keys• Patches & Upgrades <p>Filtering Module</p> <p>Web Signup Module</p> <ul style="list-style-type: none">• Configuration for subscriber access• Configuration of subscriber profiles• Define communication methods• Creation and management of topics• Creation and management characteristics• Subscriber statistics• Message sending options <p>GIS Module</p> <ul style="list-style-type: none">• Setup, configuration and management• ESRI interfaces• Regional query• Selection tools• Dispatching options	
<p>Power User Standard Package</p> <p>Online Interactive Training - Limit 6 people</p> <ul style="list-style-type: none">• User Management• Department overview• Group setup & maintenance• Adding/Maintaining Receivers• Escalation methods• HipLink Mobile set-up & usage<ul style="list-style-type: none">• Severity selection• Template sending• CC responses• Attachments• Confidential mode• Message Delivery Status Tracking• Standard Send• Advanced Group Sending	\$1,500

<p>Full System Installation & Setup</p> <ul style="list-style-type: none"> • Install the HipLink software • Set-up the Administrative user and system monitoring including the system attendant variables based on client's environment • Delivery Channels are setup according to the protocols desired • Carrier Set-up - List of Carriers the Company is planning on using is provided • Test message delivery and confirmation of delivery is tested on channels client selected (2 devices per channel), any issues resolved • Global Settings are setup based on Client's needs and requirements <ul style="list-style-type: none"> o Reporting o Display setting o SMTP connections o Clean-up definition • Install the Integration Agents for Applications are defined (setup/troubleshoot problems) <ul style="list-style-type: none"> o This doesn't include the application integration itself • HipLink Mobile <ul style="list-style-type: none"> o Network architecture and Security Meetings (includes 2 meetings) o Apple Push Notification System (APNS) setup o Google Cloud Messaging (GCM) failover setup o Set-up download site for desktop clients o General Policy setup according to requirements o Setup and configure up to 15 receivers • Define Logging Levels and Location of Logs • System testing • Based on input from the organization with design and set-up User Groups • Define Users based on list provided • The set-up team will import Devices from an external, electronic source using tools and import processes. Manual data entry is extra. <p>Filter Module</p> <ul style="list-style-type: none"> • Meeting to review workflow • Review sample messages that need filtering • Create a filter based on client specs • Test filter • Up to 5 filters are included <p>LDAP Advanced</p> <ul style="list-style-type: none"> • Configure General parameters • Configure Connection parameters • Configure User parameters • Configure Group parameters; configure mappings of different LDAP Groups to HipLink user groups • Configure Receivers parameters; configure assigned owner settings • Configure Receiver Carrier mapping; work with on-premise system admin to lay out the procedure of LDAP based mapping • Configure Receiver Department mapping; • work with on-premise system admin to lay out the procedure of LDAP based mapping for multi-department systems <p><i>Prerequisites / Required knowledge of:</i></p> <ul style="list-style-type: none"> • LDAP server, base DN and domain name 	<p>\$8,250</p>
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<ul style="list-style-type: none"> • <i>LDAP manager account credentials (e.g., Active Directory service account)</i> • <i>LDAP user and groups DNs (e.g., Active Directory OUs)</i> • <i>LDAP user attributes</i> • <i>LDAP group roles, member assignments and attributes</i> • <i>HipLink users and user groups</i> • <i>HipLink receivers and assigned owners</i> <p>Departments</p> <ul style="list-style-type: none"> • Includes two conference calls with customer • Assist with logical department layout • Setup Permission structure <p>GIS</p> <ul style="list-style-type: none"> • Coordination of efforts with GIS Administrator • Conference call to define requirements for implementation • Configure connection to ESRI map URL • Define map layers • Test selection tools <p>Web Signup</p> <ul style="list-style-type: none"> • Includes the use of HipLink default pages and layout for one page • (Individual customization and additional pages can be quoted upon request) • Analyze GIS data format • Customize address drop downs based on data format • Setup Topics & Characteristics • Customize Contact information in site • Add custom legal agreement • Add page graphic from customer <p>*All information required from the questionnaire *Software set-up only, does not include hardware set-up</p>	
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System Options

One-time License Fees Support is 20% of fee

Back-up Server – (50% of software license) Installation & Training	\$62,566 \$1,200
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This is a quote is good for six months only.



HipLink Software License Agreement

Exhibit A

HIPLINK SOFTWARE LICENSE AGREEMENT

THIS SOFTWARE LICENSE AGREEMENT (the "Agreement") is made as of _____ (the "Effective Date") by and between Semotus, Inc. dba HipLink Software ("Licensor") and the customer identified below ("Customer").

This Agreement consists of this signature page, the Basic Terms and Conditions and the attached Exhibits, which are part of this Agreement and are incorporated herein by reference. Each party has read, understands and agrees to the terms and conditions of this Agreement.

Accepted by

Customer

Semotus, Inc. – HipLink Software

By: *Pamela Latine*

Name: *Pamela Latine*

Title: *CFO*

By: *Judge Bill Gravell Jr.*

Judge Bill Gravell Jr. (Mar 27, 2020)

Name: Judge Bill Gravell Jr.

Title: County Judge

Address for Formal Notice:

HipLink Software

718 University Ave., Suite 213

Los Gatos, CA 95032

Attn: Legal

Address for Formal Notice:

Motorola Solutions:

By: *Ben A. Zotyka*

Name: Ben Zotyka

Title: Sr. Acct Manager

Address for Formal Notice:

Motorola Solutions

BASIC TERMS AND CONDITIONS

ARTICLE 1: DEFINITIONS

“Documentation” means such manuals, documentation and any other supporting materials relating to the Licensed Software as are currently maintained by LICENSOR and generally provided to its licensees. Documentation is considered part of the related Licensed Software.

"Intellectual Property Rights" means any and all rights existing now or in the future under patent law, copyright law, industrial design rights law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, privacy rights law, and any and all similar proprietary rights, and any and all renewals, extensions, and restorations thereof, now or hereafter in force and effect worldwide, including, without limitation, in the United States.

“Internal Purposes” means Customer’s internal accounting, inventory, word or data processing or other internal uses in the United States, but shall exclude any and all commercial applications or uses in connection with or for the benefit of customers and/or third parties.

“Licensed Software” means the executable files of the computer software obtained by Customer under this Agreement, any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent releases) to the extent offered to Customer under this Agreement, and the related Documentation (as hereinafter defined).

“Purchase Order” means a written order from Customer to LICENSOR for License software to be purchased under this Agreement.

“Warranty Period” means the ninety (90) day period beginning on the date of delivery of the Licensed Software.

ARTICLE 2: SOFTWARE LICENSE

2.1 Ownership. As between the parties hereto, and subject to the licenses granted to Customer herein, Licensor or its licensors, as applicable, own and shall retain all right, title and interest in and to the Licensed Software, and all associated Documentation and all related modifications and derivative works, and all Intellectual Property Rights related thereto.

2.2 License. Subject to the terms and conditions of this Agreement, LICENSOR grants Customer a nonexclusive, perpetual and nontransferable license to use the Licensed Software obtained under this Agreement subject to the following limitations:

(a) Customer shall limit use of the Licensed Software for Internal Purposes, and in no event shall the Licensed Software be sublicensed, disclosed, made available to or used for the benefit of any third party, sold, assigned, leased, or otherwise disposed of, commercially exploited or marketed in any way, with or without charge, by Customer or any of Customers employees.

(b) The license will be limited to the number of servers, designated IP Address(es), concurrent user(s), enabled user(s) and developer(s) for which the appropriate license fees have been paid.

(c) Customer may not copy the Licensed Software, except for archival or backup purposes.

(d) Except to the extent permitted by applicable law despite this restriction, Customer agrees not to copy, modify, translate, decompile, decrypt, extract, disassemble, or otherwise reverse engineer, or otherwise determine or attempt to determine source code or protocols from, the executable code of the Licensed Software, or to create any derivative works based upon the Licensed Software or Documentation, and agrees not to permit or authorize anyone else to do so. Customer also agrees that if any such works are created, they shall be deemed derivative works and as such are the sole and exclusive property of LICENSOR or its licensors.

2.3 Documentation License. Subject to the prior written authorization of LICENSOR and to any conditions contained in that authorization, Customer may at its own expense make copies of the Documentation, whereupon any and all such copies will become and remain Documentation, subject to the terms and conditions of this Agreement. Customer will not remove and will affix to the media upon which it is copied, any proprietary markings or legends placed upon or contained within the Licensed Software or Documentation.

ARTICLE 3: ORDERS AND PAYMENTS

3.1 Payments. Licensee agrees to pay the total, non-refundable license fee as set forth in Exhibit A, attached hereto and incorporated herein, in an upfront lump sum, within thirty (30) days after receipt by the Williamson County Auditor's Office. All payments shall be made in US currency. LICENSOR may increase maintenance fees once a year. **Texas Prompt Payment Act Compliance:** Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

3.2 Downloading and Shipping. Customer shall be able to download from the internet the Licensed Software and the Documentation immediately upon full execution of this Agreement. For each license granted hereunder, LICENSOR shall have the right to download one set of Documentation for the appropriate Licensed Software. If requested by Customer, LICENSOR will use commercially reasonable efforts to deliver to Customer the Licensed Software (in machine-readable form) within thirty (30) days after receipt of an accepted Purchase Order. Customer shall be responsible for all freight, handling and insurance charges. Unless given written instructions by Customer, LICENSOR shall select the carrier.

3.3 Taxes and Other Charges. In addition to all applicable license and administrative fees, Customer will be responsible for paying any amounts equal to all sales, use, personal property, value added, and any other taxes resulting from this Agreement or any activities under this Agreement, excluding taxes based on LICENSOR'S net income, unless Customer furnishes proof of exemption from payment of such taxes which is in a form reasonably acceptable to LICENSOR. Any sum due LICENSOR for which a time of payment is not specified will be paid within thirty (30) days after receipt by the Williamson County Auditor's Office. Any sums not paid when due shall automatically accrue interest from the date when due until actually paid at the rate allowed by law.

3.4 Audit. Licensor may, at any time during the term of this Agreement and with seven (7) days prior notice, request and gain access to Customer's premises, for the limited purpose of conducting an inspection to determine and verify that Customer is in compliance with the terms and conditions hereof. Customer will promptly grant such access and cooperate with Licensor in the inspection; provided, however, that the inspection will be conducted in a manner not intended to disrupt unreasonably Customer's business and will be restricted in scope, manner and duration to that reasonably necessary to achieve its purpose. **Right to Audit:** Licensor agrees that the Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Licensor which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Licensor agrees that the Customer shall have access during normal working hours to all necessary Licensor facilities and shall be provided adequate and appropriate workspace in order to conduct audits in compliance with the provisions of this section. The Customer shall give Licensor reasonable advance notice of intended audits.

ARTICLE 4: MAINTENANCE AND SUPPORT

Subject to the payment of annual maintenance fees specified in Exhibit A, LICENSOR shall provide the maintenance and support for the Licensed Software as described on Exhibit B. New contracts will need to purchase maintenance within 30 days of the Effective Date, after that it will be considered lapsed. All maintenance renewals must be paid by the annual anniversary date. There will be a software re-certification fee for accounts with lapsed coverage; please see Exhibit B for fee amounts. Lapsed maintenance coverage renewal will be retroactive to the previous annual anniversary date. No maintenance or support will be provided by LICENSOR until payment is received.

ARTICLE 5: LIMITED WARRANTY

LICENSOR warrants that during the Warranty Period the Licensed Software shall conform in all material respects to the specifications set forth in the LICENSOR'S Documentation. LICENSOR does not warrant that operation of the Licensed Software will be uninterrupted or error free. In the event of a breach of the foregoing warranty, LICENSOR'S sole obligation, and Customer's sole and exclusive remedy, for such breach shall be that LICENSOR shall make all commercially reasonable efforts to promptly correct the non-conforming Licensed Software without charge. Licensee expressly acknowledges and agrees that the use of the Licensed Software is at Licensee's sole risk. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, AND LICENSOR

EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 6: INDEMNIFICATION

LICENSOR shall indemnify and hold Customer harmless from and against any third party claim that the Licensed Software infringes an existing United States copyright, provided that Customer promptly notifies LICENSOR in writing of any such claim and allows LICENSOR to control, and fully cooperates with LICENSOR in, the defense of any such claim and all related settlement negotiations. Licensor shall pay any damages finally awarded in such legal action as a result of such third-party claim. In the event an injunction is sought or obtained against Customer's use of the Licensed Software as a result of any such infringement claim, LICENSOR may at its sole option and expense, (a) procure for Customer the right to continue using the affected Licensed Software or (b) replace or modify the affected Licensed Software so that it does not infringe, or (c) refund a pro rata portion of the license fee to the Customer, based on a 5 year life of the Licensed Software. LICENSOR shall have no liability to the extent that any claim is based upon: (a) the unauthorized combination, operation or use of any Licensed Software with software not supplied or specified by LICENSOR; (b) the unauthorized alteration, modification or combination of any Licensed Software if infringement could have been avoided by use of the unaltered, unmodified or uncombined Licensed Software; or (c) the failure by Customer to use the most current version of the Licensed Software. THE FOREGOING CONSTITUTES THE ENTIRE LIABILITY OF LICENSOR, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD-PARTY RIGHTS.

ARTICLE 7: TERMINATION

7.1 Termination. Either party shall be in default if it fails to perform any of its duties or obligations hereunder and fails to substantially cure such default within thirty (30) days after written notice is given to the defaulting party. Upon an event of default, the non-defaulting party may terminate this Agreement by providing written notice of termination to the defaulting party, reserving unto the non-defaulting party all other rights and remedies it may have under this Agreement. If Customer is in default, LICENSOR reserves the right, in addition to all other rights and remedies it may have, to withhold further performance of its obligations under this Agreement and may repossess the Licensed Software and Documentation.

7.2 Effect of Termination. Upon termination of this Agreement for any reason, or of any licenses granted hereunder, (a) the provisions of Articles 8, 9, and 10 will survive and (b) Customer will promptly remove all affected Licensed Software from all memory locations, return all copies of the affected Licensed Software and Documentation to LICENSOR, and execute and deliver to LICENSOR a certificate stating that all copies of the affected Licensed Software have been removed and returned or destroyed.

ARTICLE 8: CONFIDENTIAL INFORMATION

Confidential Information shall mean and include: Licensed Software, its source code, the Documentation and any and all confidential business, technical or data processing information, trade secret or other proprietary information acquired by Customer in the course of carrying out the License, whether or not conceived of or prepared by Licensor or its agents, whether or not reduced to writing, and whether or not in human readable or machine readable form. Customer will treat and hold the Confidential Information in strict confidence. Customer acknowledges that in the course of its relationship with Licensor, it and its employees, Affiliates, contractors, subcontractors, officers and agents will acquire or have access to the Confidential Information. Customer acknowledges that the Confidential Information that is directly or indirectly disclosed by Licensor to Customer or its employees, Affiliates, contractors, subcontractors, officers or agents is confidential in nature, constitutes a valuable asset of Licensor, is proprietary to Licensor, and is properly the subject of protection. Customer further acknowledges that Licensor may have proprietary or confidential information of third parties that they may rightfully use in the course of their businesses. Customer further agrees that any entity or person who obtains or is provided access to the Confidential Information as an Affiliate, agent or contractor of Customer will do so only for the purpose of carrying out the performance of specific terms of this Agreement and shall sign a non-disclosure agreement with similar terms to this Section with Customer covering this Confidential Information.

Customer agrees that as a material inducement to Licensor to enter into this Agreement, neither Customer nor any of its employees, Affiliates, contractors, subcontractors, officers or agents will use, disclose or otherwise make available to any person or entity (except as required under the terms of this Agreement) any of the Confidential Information during the term of this Agreement or thereafter without the prior written consent of Licensor. Customer further agrees that it will instruct its employees, Affiliates, contractors, subcontractors, officers and agents not to, sell, lease, assign, transfer, copy or reveal any of the Confidential Information obtained from Licensor or any products or services that embody, in whole or in part, any Confidential Information without the prior written consent of Licensor. Customer warrants that it will take all steps necessary to ensure fulfillment of this obligation.

To the extent the performance of its obligations under this Agreement requires LICENSOR to be exposed to any information that is identified prior to disclosure by Customer as being confidential or proprietary, LICENSOR shall not disclose such information to any third parties and will use such information only to the extent necessary to perform its support and maintenance services under this Agreement; provided that this Section 8 shall not be applicable to information in the public domain, or received from third parties under no obligation of confidentiality or confidence, and that LICENSOR may reasonably use the name of Customer, and a description of Customer's use of the Licensed Software, in advertising and promotional literature.

ARTICLE 9: LIMITATION OF LIABILITY

Licensor's entire liability to Customer for damages concerning performance or nonperformance by Licensor or in any way related to the subject matter of this Agreement, and regardless of whether the claim for such damages is based in contract, tort, strict liability, or otherwise, shall not exceed the amounts paid by Customer under this Agreement.

ARTICLE 10: CONSEQUENTIAL DAMAGES WAIVER

EXCEPT FOR A BREACH OF ARTICLE 2 OR ARTICLE 8 BY CUSTOMER, IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES, LOST PROFITS, OR LOST DATA, OR ANY OTHER INDIRECT DAMAGES, EVEN IF SUCH PARTY HAS BEEN ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES.

ARTICLE 11: GENERAL

11.1 Force Majeure. Except with respect to the Customer's obligation to make timely payments, neither party shall be held responsible for any delay or failure in performance to the extent that such delay or failure is caused by fires, strikes, embargoes, explosion, earthquakes, floods, wars, water, the elements, labor disputes, government requirements, civil or military authorities, acts of God or by the public enemy, inability to secure raw materials or transportation facilities, acts or omissions of carriers or suppliers, or other causes beyond its reasonable control.

11.2 Complete Agreement. This Agreement, any exhibits and schedules attached to it, and any other terms and conditions incorporated by reference herein, contain the entire understanding of the parties with respect to the subject matter hereof, and supersede any and all related prior understandings and agreements, oral or written. This agreement cannot be modified or amended except in a writing signed by both parties.

11.3 Severability. If any provision of this Agreement is declared or found to be illegal, unenforceable or void, then each provision not so affected will remain in full force and effect.

11.4 Assignment. Customer may not assign this Agreement by operation of law or otherwise without the prior written consent of LICENSOR. LICENSOR may assign any of its rights and obligations under this Agreement. This agreement will bind each party and its successors and assigns.

11.5 Disputes. This Agreement and the rights and obligations of the parties hereunder shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded by the parties hereto. The laws of the State of California, regardless of the choice of law rules of such state or any other jurisdiction, will govern this Agreement. All disputes arising out of this Agreement shall be subject to the exclusive jurisdiction of either the state or federal courts located in San Jose, California, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. The laws of the State of California, other than choice of law rules, will govern this Agreement. Customer agrees that the Licensed Software is and will remain after termination of this Agreement the valuable, proprietary, and confidential property of LICENSOR, that any violation of Article 8 would cause LICENSOR irreparable injury for which it would have no adequate remedy at law, and that LICENSOR will be entitled to preliminary and other injunctive relief against any such violation. Such injunctive relief will be in addition to, and in no way limitation of, any other remedies or rights that LICENSOR may have at law or in equity.

11.6 No Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement shall be construed to be a waiver of any subsequent breach of the same of any provision.

11.7 Relationship of the Parties. Licensor and Customer are independent contractors.

11.8 Fax Signatures. The parties hereby agree that signatures transmitted and received via facsimile or other electronic means shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding and enforceable by and against both parties.

END BASIC TERMS & CONDITIONS



HipLink Technical Support Service Level Agreement Exhibit B

1. Eligibility for Technical Support

Customers must purchase maintenance within 30 days of the Effective Date of the License Agreement, after that it will be considered lapsed. All maintenance renewals must be paid by the annual anniversary date or as provided for in the Software License Agreement. There will be a software re-certification fee for accounts with lapsed coverage at a rate of \$500 or 5% of the original license, whichever is greater. Lapsed maintenance coverage renewal will be retroactive to the previous annual anniversary date. No maintenance or support will be provided by Licensor until payment is received.

2. Problem Classification

Severity Definitions

The Licensor uses the following definitions for severity levels. The Response Time associated with each level is defined as the length of time required to respond to the customer's initial inquiry with (a) a solution; (b) an explanation and an estimated time frame for an engineered solution, fix, or workaround.

Severity/ Response Time		Definition	Licensor Response
1	1 business hour	HipLink inoperable in business-critical production environment.	Acceptable and agreeable workaround to restore operations. Licensor engages development team immediately to deliver a fix in the shortest time possible.
2	2 business hours	HipLink malfunctioning but operable, moderately to severely restricting use. Significant business impact.	Acceptable and agreeable workaround to reduce usage restriction. Malfunction reported to development team to deliver a fix in the next maintenance release.
3	4 business hour	Help request without malfunctioning of HipLink. How-to or where-to question.	Ideally resolved within the initial call. If escalation necessary, call back with solution within one hour.
4	8 business hours	HipLink minor issue without malfunctioning (i.e. spelling mistake), or, request for added feature or functionality.	Resolution of problem appears in future product release.

The Response Time is not identical with the time to entirely resolve the problem. The resolution of the problem is always as soon as possible, but will be prioritized according to the established severity level, as specified above.

3. Support Offerings

Licensor provides the following support services:

- Support Assistance on technical issues regarding installation, operation, and the use of the standard licensed HipLink software product via telephone, fax or email;
- Product upgrades and fixes for all licensed HipLink Products (releases and versions).

Standard Support

Standard Support provides the customer with:

- Technical Support for problem reporting and is available via telephone during normal business hours;
 - 6 a.m. to 5 p.m. Pacific Standard Time;
- Problem reporting via email, available 24x7
 - Response will be during normal business hours

- Any time technical support is paged in off-hours an incident fee of \$500 and \$200 per hour per technician will be accessed to the client. Response cannot be guaranteed after hours.

Premium Support

Premium Support provides the customer with:

- Technical Support for non-emergency problem reporting and is available via telephone during normal business hours;
 - 6 am to 5 pm Pacific Standard Time;
- Non-emergency problem reporting via email, available 24x7.
 - Response will be handled during normal business hours
- Emergency Support assistance is available 24x7 for emergency situations if a system is down
 - Limited to five after hours incidents per year after which the standard \$200 per hour will apply

4. Contacting Technical Support

HipLink Technical Support is available at the above hours at the following email address and telephone number:

1. support@hiplink.com
2. 1-408-399-0001

5. Call Handling Process

Licensors maintain processes and procedures for handling calls for all Supported HipLink Versions.

5.1 Verification Process

The first step in a support call accomplishes customer verification and gathers basic information.

- Customer and company details;
- Product and version information;
- Operating system information;
- Detailed description of problem being reported;
- Reported severity of problem, per previous descriptions.

Licensors recommend that the Customer has the following information available at the time of its call. This is to reduce the time necessary for problem reporting and research.

- Version number of all associated software and operating systems involved in the issue;
- Confirm whether call is about a previously reported issue or is an initial call; if previously reported, please have name of contact on hand;
- Concise definition of the issue, eliminating as much unnecessary detail as possible;
- Identification and collection of as many log files as possible that relate or potentially relate to the issue;
- Changes to the environment in the last 48 hours, e.g., system upgrades, customizations;
- Any extraordinary happenings before the issue occurred, e.g., other software products experiencing problems.

5.2 Problem Identification and Localization

Licensors' Technical Support Team ("TST") attempts to determine if the reported problem falls into one or more of the following categories:

- Known problem with a known workaround, no fix yet;
- Known problem with a fix available;
- Usage problem, no code fix required;
- New problem;
- Third Party product problem.

In the first case, if the workaround or severity of the problem allows, the call is attached to the defect report and the Customer notified when the fix is available. Otherwise, the process continues to the research phase.

In the event the issue is found to be related to a third-party product not provided by Licensor, or requires more information from such third-party product, the TST requests the Customer collect such information through their contact points with the third-party. The TST shall use commercially reasonable efforts to provide all necessary information to the Customer in order that the Customer may convey the needs to the third-party with minimal delay. Third-party products may include modems, computer environments, hardware, etc.

5.3 Research

The generic process is as follows:

- The data is analyzed to ensure all necessary information and supporting data are available.
- The TST assigns a developer to recreate the problem and provide a workaround or resolution.
- If it is determined that a usage error occurred, the Customer is provided with the information and, if necessary, an enhancement request is entered for the next revision of product documentation.
- If a resolution is not available or a code fix is determined to be necessary, the TST creates a defect report in PPT and hands the matter to engineering/development.
- The TST is, in all cases, the contact point for the Customer for status updates or any other information relating to open calls.
- When a fix or a product update is available, the TST notifies the Customer and supplies details on how to obtain the fix or upgrade.
- A maintenance release will be posted on the designated web page.

5.4 Critical Call Handling

Any problem report that is deemed to be a Severity 1 call is worked jointly by the Customer and TST to ensure that the best service is provided as further explained below.

Such a call requires both parties be available and understand their role. This section further explains these roles.

Customer Responsibilities:

- Ensure all the necessary information is available;
- Establish contact to TST via telephone;
- Provide information for Customer contact that is available at all times. This person should have the necessary knowledge and access to the systems to be able to understand and execute any instructions from the TST.

TST Responsibilities:

- Respond within one (1) hour;
- Work on the issue until the issue is resolved, an acceptable workaround is found, or the issue can be downgraded to a lower severity level for other reasons.

5.5 Call Tracking / Status

Each problem ticket has an associated ticket number. The Customer may call or email the TST at any time to request status updates.

- For Severity 1 calls, the TST provides daily status updates to the Customer.
- For Severity 2 calls, the TST provides weekly updates to the Customer.

TST will

- Update the Customer with the defect fix schedule and ticket number;
- Facilitate communications with the Customer during the fix process;

- Advise the Customer of when a fix or product update is available along with instructions on how to obtain these;
- Assist with the installation if required.

5.6 Escalation Process

TST engineers have the option to escalate an issue/problem, if they feel they can't provide the required level of support. One specific TST engineer will, however, remain the sole contact person to the Customer throughout the time need to resolve the issue. The TST engineer will update the Customer and interface between developer and Customer.

6. Software Maintenance

6.1 End of Life Policy

Licensor supports the current software version and one previous major release.

6.2 Third Party Products

For Licensor Products used in conjunction with an unsupported version of third-party software, Licensor makes every effort to assist with the issue. However, in these cases Licensor cannot guarantee service level.

Licensor strongly recommends that the Customer always use Licensor's Products with the versions of the third-party products that the third party currently supports.

6.3 Product Customization

The TST shall understand the impact of any customization Licensor carries out for the Customer on the base product and its behavior. Notwithstanding the above, the Licensor recommends that the Customer maintains the information describing the customizations from a technical perspective as well as the purpose of the customization. This will assist the TST in the process of problem determination.

If any customizations to the Product are done by the Customer or any third party other than the Licensor, the Licensor is not responsible for the operation or support of the Product anymore and Licensor may, at its option, ask the Customer to reverse any customization in order to provide support.

6.4 Professional Services

Customers may require Professional Service from Licensor to either

- Provide deployment and implementation services, or
- Provide customization services.

Customers should contact their sales account manager with such requests.

THE STATE OF TEXAS §

COUNTY OF WILLIAMSON §

**COUNTY ADDENDUM FOR
MOTOROLA SOLUTIONS CONTRACTS
RELATED TO
PUBLIC SAAFAETY SOFTWARE SOLUTION
(HipLink Notification)
(DIR-TSO-4101)**

Important Notice: County Purchase Orders and Contracts constitute expenditures of public funds, and all vendors are hereby placed on notice that such procurement is subject to the extent authorized by Texas law, including but not limited to Tex. Const. art. XI, § 7, the Texas Government Code, the Texas Local Government Code, the Texas Transportation Code, the Texas Health & Safety Code, and Opinions of the Texas Attorney General relevant to local governmental entities.

THIS CONTRACT is made and entered into by and between **Williamson County, Texas** (hereinafter “CUSTOMER” or “Williamson County”), a political subdivision of the State of Texas, acting herein by and through its governing body, and **Motorola Solutions Inc.** (hereinafter "MOTOROLA"). Customer agrees to engage MOTOROLA as an independent contractor, to assist in providing certain operational services pursuant to the following terms, conditions, and restrictions:

I.

Incorporated Documents: This Agreement constitutes the entire Agreement between the parties and may not be modified or amended other than by a written instrument executed by both parties. Documents expressly incorporated (as if copied in full) into this Agreement include the following:

- A. MOTOROLA Proposal/SOW, dated March 3, 2020, including Software License Agreement and Technical Support Service Level Agreement;
- B. Williamson County Contract Addendum; and
- C. DIR-TSO-4101 (and relevant terms and conditions contained therein).

II.

No Waiver of Sovereign Immunity or Powers: Nothing in the contracts relevant to this addendum will be deemed to constitute a waiver of sovereign immunity or powers

of Customer, the Williamson County Commissioners Court, or the Williamson County Judge.

III.

No Assignment: MOTOROLA may not assign the contracts relevant to this addendum, without express written consent of the Williamson County Commissioners Court.

IV.

Compliance with All Laws: MOTOROLA agrees and will comply with any and all local, state or federal requirements with respect to the services rendered.

V.

Good Faith: MOTOROLA agrees to act in good faith in the performance of the contracts relevant to this addendum.

VI.

Payment: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date The County receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by The County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of The County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

VII.

Termination for Convenience: This agreement may be terminated at any time at the option of either party, without future or prospective liability for performance upon giving ninety (90) days written notice thereof. In the event of termination, The County will only be liable for its pro rata share of services rendered and goods actually received.

VIII.

Right to Audit: MOTOROLA agrees that Customer or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Contract, have access to and the right to examine and photocopy any and all books, documents, papers and records of MOTOROLA which are directly pertinent to the services to be performed under this Contract for the purposes of making audits, examinations, excerpts, and transcriptions. MOTOROLA agrees that Customer shall have access during normal working hours to all necessary MOTOROLA facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. Customer shall give MOTOROLA reasonable advance notice of intended audits. In no circumstances will MOTOROLA be required to provide information, including cost-pricing data, which it considers confidential or proprietary.

IX.

Proprietary Information and Texas Public Information Act: All material submitted to CUSTOMER shall become public property and subject to the Texas Public Information Act upon receipt. If a MOTOROLA does not desire proprietary information to be disclosed, each page must be clearly identified and marked proprietary at time of submittal or, more preferably, all proprietary information may be placed in a folder or appendix and be clearly identified and marked as being proprietary. CUSTOMER will, to the extent allowed by law, endeavor to protect from public disclosure the information that has been identified and marked as proprietary. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to clearly identify and mark information as being proprietary as set forth under this provision will result in all unmarked information being deemed non-proprietary and available to the public. For all information that has not been clearly identified and marked as proprietary by the MOTOROLA, CUSTOMER may choose to place such information on CUSTOMER's website and/or a similar public database without obtaining any type of prior consent from the MOTOROLA.

To the extent, if any, that any provision in this Agreement or MOTOROLA's proposal(s) or quotes 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 Williamson County, its officers and employees may request advice, 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 Williamson County as to whether or not the same are available to the public. It is further understood that Williamson County's officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that Williamson County, 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 Williamson County by a party hereto, in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

X.

Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on the contracts relevant to this addendum.

XI.

County Judge or Presiding Officer Authorized to Sign Contract: The presiding officer of Customer's governing body who is authorized to execute this instrument by order duly recorded may execute this addendum on behalf of Customer.

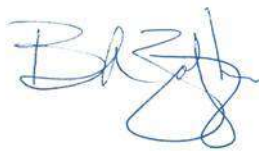
WITNESS the signatures of all parties in duplicate originals to be effective as of the date of the last party's execution below.

WILLIAMSON COUNTY:

MOTOROLA:

Judge Bill Gravell Jr.
Judge Bill Gravell Jr. (Mar 27, 2020)

Authorized Signature
Date: Mar 27, 2020, 2020



Authorized Signature
Date: March 11, 2020









Agenda Item 23899 - Hiplink Proposal - Motorola

Final Audit Report

2020-03-27

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