

Proposal

Visalia Police Department

Motorola Flex Software

Flex Plus Subscription
December 4, 2025

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Motorola Solutions, Inc. 500 W. Monroe Street Suite 4400 Chicago, IL 60661

December 4, 2025

Visalia Police Department 303 S Johnson Street Visalia, CA 93291 Attn: Captain Daniel Ford

Re: Proposal for Motorola Flex Software (Proposal)

Dear Captain Ford:

Motorola Solutions, Inc. (Motorola) is pleased to provide the attached Proposal to Visalia Police Department. This Proposal is valid for 47 days from the date of this letter or December 31st 2025, whichever comes first.

Motorola's Proposal is subject to the terms and conditions of the Motorola Solutions Customer Agreement ("MCA") and the Situational Awareness Data Sharing Agreement Addendum (the "Awareness Addendum") (collectively, the Agreement). You may accept this Proposal by signing the attached Agreement and sending your order to your Motorola Public Safety Solutions Consultant listed below. Any purchase order should specifically reference "PO is subject to Motorola's proposal dated December 2, 2025, and the terms and conditions of the MCA and Awareness Addendum attached to Motorola's proposal."

Motorola appreciates your consideration of this Proposal and hopes you will find it acceptable. Motorola would be pleased to address any concerns you might have, and we look forward to receiving your response. Please feel free to contact your Motorola Public Safety Solutions Consultant with any questions:

Tally Gochis 435-840-0198 tally.gochis@motorolasolutions.com

Sincerely, Motorola Solutions, Inc.

Michael Shields

Mike Shields Senior Manager Direct Sales

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Section 1

Flex Subscription Offer System Description

1.1 Solution Summary

The Flex Subscription offer delivers a hybrid-connected suite that transforms your agency's operational capabilities through rapid cloud activation and feature provisioning. This approach accelerates your time to value, with Motorola's dedicated Customer Success team playing a pivotal role in ensuring effective feature adoption from the outset.

1.2 Flex Subscription Offer Description

Flex Subscription is a hybrid solution that encompasses a combination of on-premises software functionality and cloud-based features ("Hybrid Features") over the term of the subscription.

During the term of the subscription, the Customer receives continuous software maintenance, support, and upgrades, as well as new features & capabilities offered as part of the Flex Subscription base subscription offer. Motorola Solutions reserves the right to provide functionality via the on-premises equipment or through cloud-based services.

New Product(s) offering features and benefits beyond the contracted Solution will be presented to the Customer for consideration. Such offerings may incur additional costs, and will be communicated as add-ons subscriptions (amendments) to the original subscription agreement.

The Customer, upon mutual agreement with Motorola, may elect to transition to Motorola's full cloud CAD and RMS Management system suite. Upon such transition, the scope of this subscription will be limited to the functionality contained in the base offer of the Cloud Suite, and, to the extent available at the time of transition, equivalent features to Customers on-premises system. Any professional services for provisioning, configuration, and training users on the cloud suite will be available for purchase separately from this subscription.

1.3 Flex Subscription Hybrid Features

Included in the Flex subscription base offer, the Customer will have access to various hybrid features and cloud-based functionality. Subscription customers are authorized to use any CAD | Mobile | RMS hybrid feature that has a comparable on-prem equivalent, such as the CAD Web Client or Multi-Agency Search. As mentioned previously, new cloud-based features and benefits beyond the contracted solution will be available for purchase separately as an add-on to the base subscription. Examples of these add-on subscriptions include the CC CAD Disaster Recovery for Flex and the CC Responder Field Reporting Forms.

It is understood that throughout the duration of this agreement, Motorola Solutions may innovate and introduce additional CAD | Mobile | RMS cloud-based functionalities. Subscribers are hereby granted

the authority to access and utilize any hybrid feature within the CAD | Mobile | RMS suite that aligns with their on-premises authorizations at time of hybrid feature release. Motorola solutions may introduce additional cloud-based functionalities which enhance the value and capabilities beyond the scope of the original contracted solution. These new features, should they emerge during the active contract period, may not be automatically included in the base subscription, but rather will be made available for current subscribers to acquire as an optional, supplementary purchase.

Motorola Solutions explicitly maintains the right, at its sole discretion, to (a) extend such features and functionalities to on-premises systems or through cloud services, and (b) unveil novel features or advancements as part of a Major Release.

While several hybrid features will be available from the outset of the Customer's (see list below), additional cloud-based features and improvements will be made available throughout the term of the subscription.

CAD Hybrid Features

- CAD Web Client
- CommandCentral Responder
- Assist Map
- Internal Agency Alerting (text, email and voice alerting for PSAP communication)
- Collaborate
- Link
- Private Premise Info
- Public | Private Incident Collaboration
- Single Sign-On
- Map and event monitor of 911 calls, CAD incidents and panic button alerts

RMS Hybrid Features

Multi-Agency Search

Subscription Support Services

Endpoint Security

1.4 Subscription Add-ons

- Additional Server Support
- USDD Phoenix G2 Station Alerting Interface (purchased in year 2)
- Application Monitoring by Solutions II
- Linux Server Migration (purchasing in year 3)

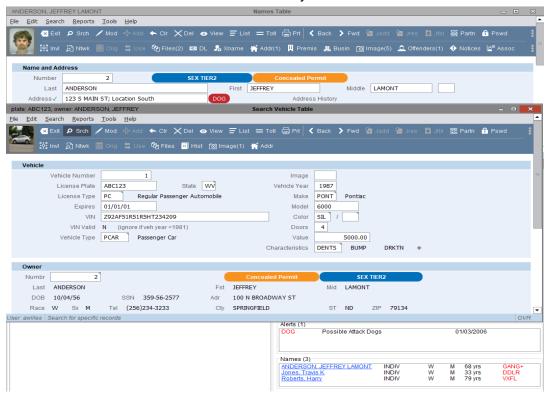
Section 2

Flex Integrated Hub General Functionality Solution Description

2.1 General Hub

Flex's Hub design allows all information to be entered, stored, and extracted in real-time. Additionally, all applications in the system reference the same repository of information, preventing duplicate data entry and saving time. Lastly, it provides agencies with instant access to information as soon as they enter it into the system. The Flex system provides these time-saving benefits with the following technology:

- Centralized database
- Central tables that cross-reference information system-wide

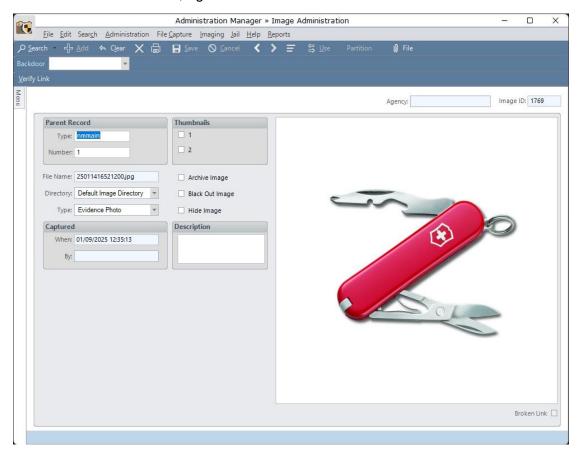


The system's master tables share information among all modules in real-time. Because our Integrated Hub automatically transfers data between all Flex applications, our customer agencies have immediate access to all data from the moment it is entered. To facilitate this integration, the system features

several central tables that cross-reference information system-wide, including names, vehicles, wanted persons, and property.

2.2 Imaging

The Flex Imaging module allows agencies to create a library of full-color digital images that are fully searchable from anywhere in the system. Mug shots, accident photos, and other images can be stored in multiple locations throughout the system and viewed by other users. The program is an all-in-one application for importing, organizing, editing, and sharing photos. Because it connects seamlessly with other modules in the Flex software, agencies are able to do more with their information.



2.2.1 Unlimited Capture Workstations

Flex customers can choose to make every user workstation an image capture station at no extra cost. No extra licenses are needed to operate our Imaging module, and users benefit from the convenience of unlimited capture workstations, while agencies take advantage of the long-term savings.

2.2.2 Quick View of Images

Images appear as thumbnails on all Flex records. Click the thumbnail to view the image, or any archived image. Users can see differences between new and old images, allowing personnel to determine if a subject has changed his or her appearance.

2.2.3 File Description

Users can quickly access information about each file attached to a particular record. Flex's File Capture feature allows users to enter the complete name of each file and create an accompanying description. Icons displayed on the record enable users to see what types of files are attached without opening them.

2.2.4 File Capture Technology

Flex's File Capture feature allows users to quickly organize images and other files. Users can easily add files to a record by dragging and dropping them onto the correct field. They can do this with single or multiple files. Users can also create an accompanying description for each file to promote easy content identification by other users.

2.2.5 Intuitive Editing Features

The Imaging module gives users access to several tools for enhancing and editing the quality of digital images. For example, if photos taken at an accident scene are less vivid than expected, users can easily adjust brightness, sharpness, and contrast with the click of a button. Users can also rotate and resize images as needed.

2.3 Geographic Information Systems (GIS)

GIS technology is at the core of Flex's mapping technology. GIS helps users make proper decisions based on accurate location information. We partner with Esri®, the nation's most trusted mapping provider to leverage the latest technology. Flex GIS interfaces directly with the Esri® ArcGIS server, eliminating an agency's need to load mapping information into the local database.

2.3.1 Dispatch-Friendly Features

Flex's GIS solution maximizes dispatchers' use of the system. It automatically routes every call to the correct dispatcher, and reduces the likelihood of responding to the same incident twice. Additionally, our solution gives dispatchers the tools to make sure the closest unit responds to a given call. Flex provides these solutions with:

- Zone assignments
- Alerts for duplicate calls
- Directions to call locations
- CAD Mapping and Mobile AVL

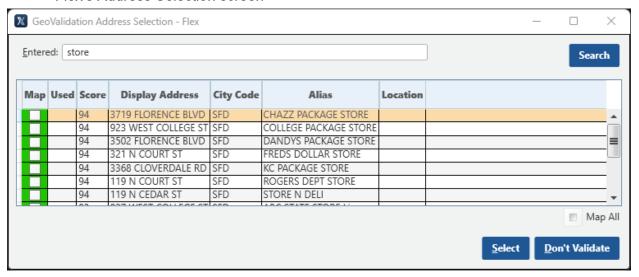
2.3.2 Common Place Names

Agencies can customize the Flex GIS solution to reflect specific jurisdictions. Agency-defined common place names save users time by allowing them to input place names instead of street addresses. For example, users can enter "State Capitol" instead of the capitol's street address. The system also accommodates landmarks, mile markers, highway exits, street intersections, and overpasses based on how the agency builds the database.

2.3.3 Accurate Address Verification

Flex's GIS solution optimizes agency responses, eliminates confusion, improves accuracy, and gives users the ability to quickly identify correct addresses when the system cannot find an exact match. The system's address verification does this by displaying:

- Accurate and verified geographic information
- Specific addresses and intersections, including x- and y-coordinates
- Color-coded address candidates
- Flex's Address Selection screen



2.3.4 Reverse Geocoding

Flex GIS simplifies operations by translating geographic coordinates into estimated addresses plotted on a map. By reverse geocoding data, users can quickly select the appropriate location for any situation. When users enter coordinate data, the software displays a list of all matching addresses.

2.3.5 Safe Incident Response

Our GIS solution improves officer safety by notifying users of warrants, alerts, and past criminal incidents associated with an address. Visual alerts allow users to make informed decisions and prepare for any possible scenario. For example, address alerts appear in red, and indicate details about any previous incidents. If an address has multiple alerts, a plus sign (+) appears at the end of the alert.

2.4 Data Replication

The Data Replication Tool is a web application designed to provide a secure, robust tool for replication of a Flex c-tree database to an external customer database. Nearly all tables are available for replication, and the application gives customers the ability to choose which tables are exported based on their operational needs.

2.4.1 Stable Reporting

The Flex Data Replication module eliminates the need for agencies to query against a live Flex database, allowing personnel to access the reports they need, when they need them, without having to consider how it may impact the system. This module creates a stable platform upon which reporting applications, such as SAP's Crystal Reports Server, can be added to create custom reports.

2.4.2 Flexible Reporting Options

Being locked into one specific reporting tool can limit an agency's use of its Flex system. By using the Data Replication module, agencies can employ any industry-compliant technology they choose for accessing information. Personnel can then conveniently use a consistent set of commands for both their live and back-up database. Once an agency exports its live data, personnel can expedite their reporting capabilities using any tool available to easily move data from live to back-up databases – without being locked into any single application.

2.4.3 Familiar Database Use

The Data Replication module allows agencies to make the most of their existing IT expertise in other database services. Users can choose to export data to a separate database running either Microsoft SQL or MySQL.

2.4.3.1 Benefits for Flex Customers

The Data Replication Tool provides the following benefits to Flex customers:

- Isolates the reporting/ODBC queries from the production system, yielding an increase of stability and performance on the production system.
- Provides improved functionality over the FairCom ODBC and JDBC drivers.
- Allows customers to leverage their existing expertise in other database technologies.

Important Note

It is important to note that this module is designed to provide data for a reporting server. It is not intended to be used as a disaster recovery, hot backup, or high-availability solution, and it cannot replicate data to another c-tree database. Additionally, it is each agency's responsibility to manage or maintain the server, server operating system (OS), or the chosen database management system (DBMS).

In addition, our partner, Solutions II, offers a wide range of services including implementation and managed services. We will be happy to provide more information upon request.

2.5 StateLink

Agency personnel can use a single query into state, national, and other external databases to access information about wanted persons, stolen vehicles, missing persons, criminal histories, vehicle registrations, driver license information, and other critical data. Queries are sent securely and can be accessed from the StateLink request screen, from the ComputerAided Dispatch (CAD) module, or from a record within another Spillman Flex module. State-specific transaction forms are available to meet agencies' custom needs, and administrators can set security privileges to regulate access. Flex's StateLink is integrated with CAD and Mobile for convenience. Personnel can easily search for queries

directly from the CAD screen, they have access to valuable information without requiring an additional terminal. When integrated with the optional Mobile State & National Queries module, field officers can query local, state, and national databases simultaneously for instant data on names, vehicles, property, wanted persons, and available images (where applicable).

2.6 Flex Subscription Support Services

2.6.1 Endpoint Security Solution Description

2.6.1.1 Overview

Identifying and mitigating cyber threats requires continuous monitoring and technical capabilities to distinguish real threats from millions of alerts, as well as the expertise to quickly evaluate and remediate them if needed. Endpoint Security for the Flex subscription provides a component of a complete cybersecurity program for protection against cyber threats like malware. The endpoint solution is customized and tested for interoperability, performance and upgradeability with Flex releases.

The Endpoint Security solution can help secure your agency's Motorola Solutions applications and devices through a combination of endpoint security, security platform, and the expertise of Motorola Solutions' cybersecurity analysts in our Security Operations Center (SOC).

2.6.1.2 Endpoint Detection and Response

The Endpoint Security solution leverages best-in-class Endpoint Detection and Response (EDR) tools with the security platform that allows for investigation and orchestrated response actions to protect monitored endpoints. The EDR agent is tested, verified, documented and supported on the Flex endpoints.

EDR integration with the security platform accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history. With EDR, analysts are able to initiate response actions (i.e., isolate host, ban or block a file hash, kill a process) on endpoints to respond to detection of verified malicious activity on the Flex monitored endpoints.

2.6.1.3 Security Operations Center Services

Endpoint Security includes monitoring by Motorola Solutions SOC analysts to investigate and respond to endpoint threats on a 24/7 basis. The SOC team operates from secure, redundant locations in the United States, and can securely operate at remote locations if necessary. Team members complete regular training on customer data management and privacy to protect sensitive customer data. If a threat investigation requires input from your agency's security team, the SOC will create a security case and follow defined escalation procedures for each priority level.

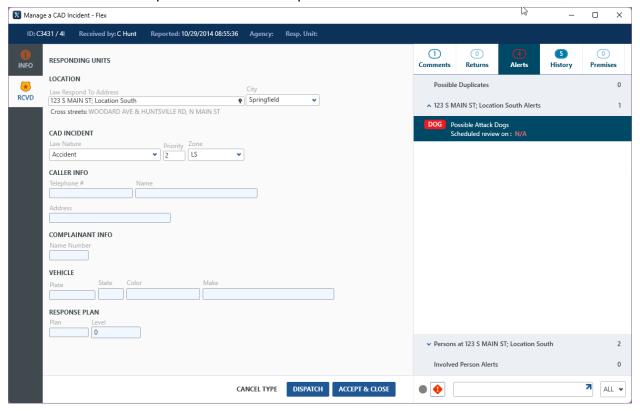
Section 3

Flex Computer-Aided Dispatch Solution Description

3.1 Flex CAD

Flex CAD enables dispatch personnel to access mission-critical information, and effectively manage calls for individual and multi-jurisdictional agencies. The following highlights a few of the system's advanced features that help to ensure the immediate dispatch of the most appropriate units, including:

- Real-time call updates
- Unit responses
- Automatic alerts for wanted persons and dangerous locations
- Customizable special instructions in question/answer format



All system modules are fully integrated, enabling dispatchers to easily access data from any table, virtually eliminating duplication and redundancy. This integration allows users to generate incident reports with the most current system data, improving dispatch accuracy, maximizing time, and increasing officer safety. For example, users can instantly query name, vehicle, property, and law

incident records directly from Flex's Records Management System without leaving the CAD status screen.

3.1.1 Visible Name and Address Alerts

The system's Alerts feature prepares officers for call response and enables them to anticipate hazards. Users can easily share information regarding unsafe historical incidents, and alerts appear in red so dispatchers can quickly identify impending dangers and communicate any safety concerns. The alerts module accomplishes this by:

- Providing information about individuals and locations
- Allowing users to view address or name-related hazards
- Allowing dispatchers to tag a record with one or several alerts

3.1.2 Flexible User Functions

Flex CAD accommodates both new and advanced users. Experienced dispatchers can simplify steps with keyboard shortcuts, or use the command line to operate the system. This flexibility allows users to train at their own pace. New users can easily adapt to the system by performing the following actions:

- Selecting icons
- Dragging and dropping
- Right-clicking

3.1.3 Real-Time Status Alerts and Timers

The system's alerts and timers help ensure officer safety by keeping dispatchers aware of all call and unit activity. Additionally, they inform users of any actions needed or time lapses exceeding agency thresholds with audible and visual alerts that provide real-time status updates.

3.1.4 Multiple Sessions

The system's flexible architecture maximizes operational efficiency by enabling users to open multiple CAD sessions at a time. The screenshot below shows how any authorized personnel can open and manage multiple command lines representing multiple sessions.

3.1.5 Quick CAD Commands

Flex's CAD command line can maximize dispatcher efficiency. Every action the system supports can be executed using quick CAD commands, saving users valuable time as they dispatch units, add calls, and search data.

3.1.6 Automatic Radio Log Entries

The system's automatic radio log functionality saves users time while increasing unit safety. The CAD solution automatically tracks radio transmissions, and creates a log entry for every status change. This ensures all communications are recorded with complete accuracy, and allows dispatchers to focus on

other time-sensitive tasks. Consequently, units have immediate access to timely information, and administrators can review all unit activities at their own discretion.

3.1.7 Customizable Screen Options

Flex allows dispatchers to customize system settings to their full advantage, allowing them to streamline their task execution through individual customization. For example, agencies can choose to display only calls from specific geographic areas, or lock the settings system-wide for uniformity. Some of the features that users can customize include:

- Display windows
- Column settings
- Toolbar buttons
- Right-click commands
- Color display options

3.2 E9-1-1 Interface

The Flex E9-1-1 interface improves the effectiveness and dependability of wireless 9-1-1 services by quickly identifying the location of a cellular user, allowing agencies to pinpoint cellular call locations. As the interface receives automatic number and location information (ANI/ALI) from a standard E9-1-1 system, it populates the data to the Flex CAD system. Additionally, the system meets federal regulations for Phase I and Phase II compliance, ensuring agency compliance with regulations. The following highlights several key advantages:

Automatic Field Entry

This feature minimizes data entry requirements, enables the rapid creation of accurate call records, and reduces the potential for data entry errors. The information it automatically adds to the CAD screen includes:

- Contact name.
- Address.
- City.
- Phone number.

Accurate Mapping

When used with the Flex CAD and CAD Mapping modules, the E9-1-1 Interface improves data accuracy, promotes faster response, and enables users to make informed dispatching decisions. As a service call is received, the E9-1-1 interface automatically validates the call location with the Flex GIS solution. Once verified, the call location is automatically plotted on the CAD map and routed to the appropriate dispatcher's screen. Dispatchers can view the street name, call location, and nearest cross streets.



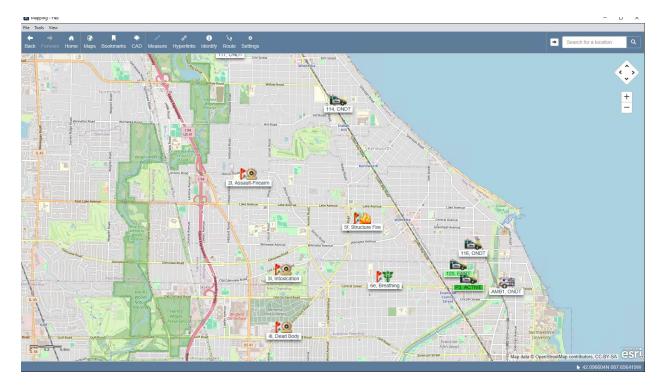
Preservation

Our E9-1-1 interface allows agencies to store valuable call information in the call record. When the agency receives a call from a wireless device, the initial Automatic Location Information (ALI) generally contains Phase I information. This information automatically populates the Address field of the Flex CAD Add Call screen. When an ALI rebid is performed to receive any additional Phase II latitude and longitude data, the updated location information also populates the Add Call screen. Agencies can configure to automatically transfer the original ALI information to the Comments field of the call record. Thus, the agency can perform continual ALI rebids to update location information while retaining a history of all ALI information received, providing continual situational awareness while maintaining location records for administrative purposes.

3.3 CAD Mapping

The Flex CAD Mapping module provides users with powerful access to location and call information. Dispatchers can quickly view jurisdictional data, including street names, major buildings, landmarks, police districts, and fire/EMS zones. The system automatically plots call locations, and allows dispatchers to view detailed data. This instant access to refined data gives dispatchers the ability to rapidly dispatch the most appropriate units to each call, saving valuable time and enhancing responder safety in critical situations.

Dispatchers can also click on the map to view information about a specific location. Flex CAD Mapping uses the Esri® ArcGIS server to communicate directly with the GIS. This eliminates the need to load map data into a separate database, streamlining accurate address verification. Our mapping solutions are compliant with Phase I and Phase II wireless requirements, displaying longitude and latitude points at the approximate location of the call. The following highlights some key features of Flex CAD Mapping:



3.3.1 Flexible Dispatching

The flexibility of our system accommodates a variety of user preferences. Users can quickly and easily dispatch units using the mouse, or retain full use of the keyboard by:

- Dragging and dropping a unit symbol to a call, or vice versa
- Entering any function directly into the CAD command line

3.3.2 Customizable Features

Flex facilitates efficient operation in accordance with user preferences by enabling agencies to configure CAD Mapping software to meet both agency and individual user needs. Agencies can do this in a number of ways:

- Customize map icons by selecting from a list and upload agency-defined symbols
- Center new calls on the map
- Add map layers such as street, landmarks, and districts
- Change map element colors to reflect roads, city boundaries, and more

3.3.3 Mapping Toolbar

Flex's CAD Mapping toolbar streamlines the dispatching process with intuitive navigation tools. The system provides reminders of each button's function by displaying tool tips that enhance usability. Users also have the option to control the map directly from the CAD command line. Additionally, users can quickly navigate the maps with the following functionality:

Zoom in

- Zoom out
- Pan
- View the entire map
- · Change layer properties as needed

3.3.4 Call and Unit Information

Our CAD Mapping solution gives users direct access to call and unit information, ensuring improved response times and appropriate officer actions. The system automatically suggests intersections and addresses that require geo-validation as the user is typing. Timely access to data increases officer safety, improves response results, and helps defuse potentially dangerous situations. Users achieve this timely access by right-clicking on a unit or call symbol and selecting the specific information they want to view. For example, users can choose to view information regarding:

- Call number or nature
- Address
- Complainant
- Assigned officer

3.3.5 System Integration

CAD Mapping fully integrates with the CAD and AVL modules, and our GIS system. With Flex's GIS, CAD calls automatically appear on the agency's jurisdictional map. Flex's AVL Mapping module, when used in conjunction with Global Positioning System (GPS), displays real-time location information for all units on the CAD map. With the system's radio integration, dispatchers can, upon demand, also view radio locations on the map, as well as when a radio emergency button is activated for real-time situational awareness and response. Any necessary radio programming to support portable location on the map is the responsibility of the agency.

3.4 Automatic Vehicle Locator (AVL)

Our AVL Mapping module employs the highest technological standards for this type of software. Advanced AVL technology is leveraged to track the location of all fleet units using GPS receivers, providing dispatchers with optimal, critical situational awareness. The following is an overview of key features:

3.4.1 Real-Time Unit Tracking

Knowing unit location in relation to an active CAD call enables users to quickly dispatch backup or provide further instruction. The AVL Mapping module allows CAD to display the real-time location of all AVL-equipped units. The software displays:

- Status
- Active call
- Assigned zone and agency
- Current location

Most recent radio log entry

3.4.2 Direct AVL

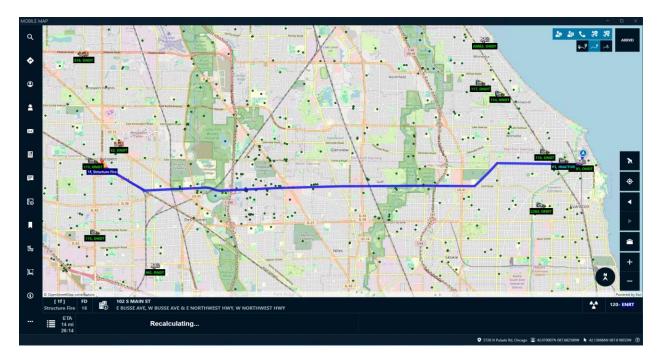
Direct AVL shows users the location of a unit the instant the vehicle is started, and its transmitter begins sending pulses. This information is sent directly to the agency using a combined GPS transmitter and wireless modem. Dispatchers can view the unit's real-time movements on the CAD map.

3.4.3 Indirect AVL

Indirect AVL enables users to view the unit's movements on the CAD map. It uses a wireless modem to receive real-time location information from a GPS transmitter connected to a mobile laptop computer. The GPS data, with other information from the laptop, is then transmitted to the agency's dispatch center.

3.4.4 Quickest Route

Dispatchers can use Flex's Quickest Route feature to determine the active unit with the fastest route to an incident, greatly reducing response time. Based on a unit's current location, the Quickest Route module calculates the total drive time to reach a call, and allows users to view the ideal route and driving directions. This feature takes into account the agency's local street network, while recognizing barriers such as rivers, canyons, and limited-access highways, enabling dispatchers to minimize time-consuming obstacles for responding units. In addition to proximity calculations, it computes actual drive time to determine which unit can respond first.



3.5 Radio Integration

With Flex CAD, agencies can leverage their use of radios for enhanced situational awareness. Specifically, the software provides the following capabilities to streamline communications and maximize user safety:

- Assign portable radios to first responders, and vehicle-mounted radios to units
- Enable dispatchers to change a radio's alias directly from CAD
- Display radio alias and fleet vehicle information for each unit within CAD
- Monitor radios from CAD with push-to-talk indicators that identify speakers in real time
- View radio talk groups directly within CAD

3.5.1 Motorola ASTRO Radio Location Integration

Motorola ASTRO Radio Location Integration enhances dispatch capabilities by allowing them to see the location of an officer's radio as well as the vehicle on Flex's Computer-Aided Dispatch (CAD) map. Dispatchers can help ensure officer safety with status alerts on integrated dispatch maps, and add new GPS devices to the Flex system without spending time on additional setup.

3.6 Response Plans

The Flex Response Plans module allows public safety agencies to prepare well-defined response plans that include personnel and resource recommendations, instructions, and guidelines for any call type or location. They can do this by defining agencies and units that will respond to a law, fire, or EMS call at a specified alarm level; or, by integrating Response Plans with other system modules like the Equipment Maintenance and Premises Inspection module. This enables agencies to ensure optimal

responder safety and efficient responder allocation during critical situations where community safety is of paramount concern. The following highlights a few of the advantages offered:

3.6.1 Unit Recommendations

The software streamlines unit assignment for a specified call. Agencies can configure the system to recommend units when a response plan has been activated, and users can create plans that identify:

- Order in which units are commended.
- Units that have unique capabilities or equipment.

3.6.2 Call-Back Assignments

The Response Plans module helps agencies prepare for a variety of incidents and request mutual aid from other agencies if needed. The plans include the following information:

- Call-back assignments.
- Instructions for agencies, divisions, shifts, and officers.
- · Personnel with specific skills.
- Pertinent request information.

3.6.3 Resource Management

Users have the ability to prepare responses that include equipment recommendations and instructions for any type of incident. These plans can include items such as:

- Map references.
- Water resources.
- Tiered recommendations for units, personnel, and other equipment.

3.6.4 Premises Integration

Agencies can use the Premises Integration module with the Premises Inspection module to give personnel the information they need to make immediate decisions in emergency situations. This enables personnel to include specific information in their response plan, such as:

- Structure type.
- Hazardous materials on premises.
- Proximate populations.
- Additional instructions

3.7 Rapid Notification

Flex's fully integrated Rapid Notification module allows users to send automatic report-of-call details to responding units. This module gathers information from the CAD screen and sends it to a printer at the

responding agency. Individual units can also be notified of an event by email, text message, and/or phone call. Information gathered from the screen includes details such as:

- Address
- Nature of call
- Contact name and priority

3.8 Return Sharing

Flex Return Sharing allows for an agency or agency's third party vendor to access encrypted StateLink responses using an API/access point that is CJIS compliant. These responses include Driver License, Vehicle Registrations, Wanted Person, and other NCIC and NLETS responses." (NOTE: The Return Sharing module is only compatible with StateLink 2.0)

3.9 Premises Information and HazMat

The Flex Premises Information and HazMat module enables agencies to respond accurately to disasters or calls at unfamiliar sites, facilitating timeliness and responder safety. They can record extensive data on residential, commercial, or public lots within a jurisdiction. Personnel can also view hazardous chemical data and obtain instructions regarding first-aid response, recommended protective clothing, and proper chemical handling. The following highlights several key advantages:

3.9.1 Detailed Premises Data

Agencies can make informed decisions regarding appropriate incident response when they have detailed premises information. Users will know exactly which agency should respond, enabling quicker dispatch. They can quickly view structure information such as alarm types, alarm locations, number of floors, and a physical premises description. The system will also provide information regarding all responsible law, fire, and EMS agencies.

3.9.2 **CAMEO®** Chemical Database

The ability to view hazardous chemical information can affect the health and safety of both agency personnel and the public. Users can link the Premises & HazMat module to the CAMEO® Chemical Database to view hazardous chemical information, aiding responders in maintaining responder and public safety. This database enables users to access data on more than 4,150 chemicals obtained from the National Oceanic and Atmospheric Administration (NOAA). Additionally, it provides instructions for handling chemicals and first-aid responses, and recommends protective clothing.

3.9.3 Proximate Populations

The information an agency has about a population directly impacts citizen safety. Flex software enables users to store information about populations near a potentially hazardous business, such as a chemical plant or a toxic waste site. Within the proximate populations detail window, the information the agency can record includes, but is not limited to:

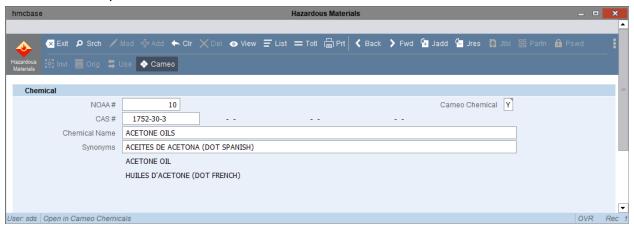
Population name and type

- Maximum number of persons occupying the premises
- Population address
- Business hours

3.9.4 HazMat Response

HazMat Response helps keep personnel safe by giving them the information they need to prepare for an emergency response involving hazardous materials. The information they can obtain includes:

- NOAA chemical number
- Health hazard potential
- Flammability
- Level of reaction
- Natural physical state
- Burning tendencies
- Appropriate firefighting tactics
- First aid procedures



3.10 Alarm Tracking and Billing

The Alarm Tracking and Billing module assists public safety personnel in record-keeping by:

- Assigning incident numbers
- Tracking false alarms
- Managing alarm tracking fees

3.10.1 Comprehensive Alarm Records

This allows the agency to responsibly track all devices, including false alarm incidents. Users can add an alarm tracking record for every alarm in the agency's jurisdiction. Under the alarm record, users can enter:

- Billing information
- Alarm tracking agency
- Alarm type
- Law and fire activation incident numbers
- Unlimited comments for each alarm

3.10.2 Fee Management

The Alarm Tracking and Billing module enables users to efficiently manage fees for alarm records. The system tracks incidents involving unregistered alarms, false alarms, and overdue bills. Users can create letters, tickets, and summaries for businesses and residents that owe fines. Proper tracking methods help ensure the agency collects the money owed to it, facilitating effective allocation and management of taxpayer money.

3.10.3 Detailed Reports

Detailed Reports ensure detailed, accurate alarm tracking. Alarm tracking reports enable users to create lists of registered alarms and identify discrepancies in false alarm incidents. Pre-formatted reports will display false alarm counts, enabling the agency to more quickly identify a false alarm at a particular business or residence. In addition to calculating false alarm fees, Reports will also display revenue generated from false alarm fines.

3.11 CAD Hybrid Features

3.11.1 CAD Web Client

The CAD Web Client is a light web-based CAD client that augments the Flex CAD on-premises system, providing seamless bi-directional functionality between the CAD web user and the dispatcher in communications.

The product is useful for the following user groups:

- Dispatch supervisors
- First Responders
- Command Staff in need of real-time CAD monitoring
- Desk Officers
- Non-emergency call takers

CAD Web Client provides authorized access to CAD incident and unit information via a Chrome web browser. The client provides the benefits of a cloud-based deployment without a need to VPN into a network to access critical CAD data. The application can be used on a single display or across multiple computer displays.

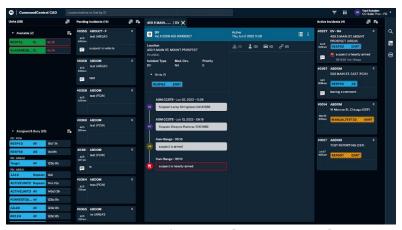
CAD Web Client also provides the capability to create single-agency / single-discipline CAD incidents with address validation against Esri World Geocoder as well as agency-owned GIS data. The application also provides the ability to assign Report numbers (single and multiple against owning and

responding agencies). Users can also update CAD incidents (involved persons, vehicles, comments). The CAD Web Client is exclusively cloud-hosted by Motorola Solutions, utilizing Azure Government Cloud.

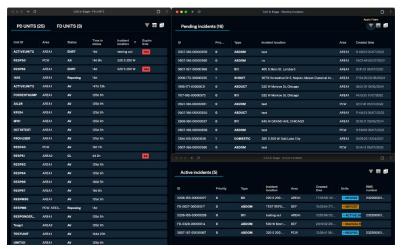
CAD Web Client provides basic incident search capabilities so that users can look up pending, active, and closed incidents by several parameters (CAD Incident ID, RMS Report ID, involved person's first, last name, and phone number, comments, address, and incident type). Users can also view incident history from within the Web Client UI to understand the chronology of events in a given CAD incident.

The customer will have access to the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and display of assigned units) including map layers
- · Incident search capabilities
- Basic agency-based incident and unit monitoring permissions to restrict unauthorized access
- Viewing printable incident details report from CAD incident details.
- Incident history
- Incident management capabilities
 - Incident create (single/multi-discipline) with ESRI World Geocoder Field initiated incident
 - Unit assignment
 - Add comment, persons, vehicles
 - Incident close and reopen
 - Request a Records/RMS Report Number
 - Display of associated incidents
- Unit status update, place on/off duty



Single screen default view [Dispatch mode]



CAD Web Client Extracted Status Monitors [single page view]

3.11.2 CommandCentral Responder with FLEX CAD Solution Description

CommandCentral Responder extends the power of an agency's FLEX computer-aided dispatch (CAD) system directly to the field, putting critical incident details in the hands of officers—exactly when they need them.

Available for iOS and Android, this intuitive companion app seamlessly integrates with existing Motorola Solutions technologies, enabling officers to update their unit status, monitor incidents and responding units, add CAD comments, capture information, complete workflows and stay connected to the dispatcher while in the field.

This means faster response times, improved communication, increased situational awareness, and enhanced officer safety. CommandCentral Responder breaks down the barriers between Dispatch and the field, enabling officers to access critical information anywhere, anytime. No longer tethered to vehicles or clogging the radio airwaves, officers can stay informed, react swiftly and make more informed decisions, leading to a safer and more connected situation for everyone.

CC Responder CAD supports the following Mobile Operating Systems:

iOS 15 and after

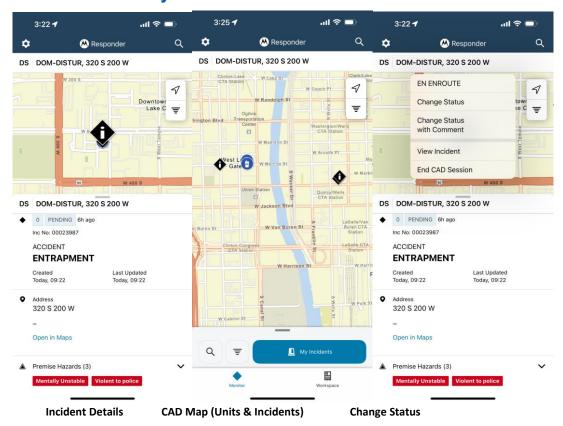
Android 10 and after

CommandCentral Responder is a cloud-based application that enables law enforcement officers to access FLEX CAD to view or update incident and status information using mobile devices.



Figure 1: Sample CommandCentral Responder Incident Details Screen

3.11.3 CAD Functionality



CommandCentral Responder CAD provides First Responders and other authorized personnel with the following functionality:

- Monitoring capabilities (incident and unit)
- CAD Map (incident display and location of of assigned units)
- Incident & Unit search capabilities
- Unit status update
- Address verification and reverse geocoding
- Premises hazards
- Apple CarPlay®
- Editing and Update capabilities
 - Incident creation
 - Self Assignment of Incidents
 - Send and Receive CAD comments
 - Unit status change
 - Incident close with disposition

3.11.3.1 Configuration

During the deployment process, Motorola Solutions will configure CommandCentral Responder with your agency's required fields as defined by CC CAD or FLEX CAD tables, including the incident status, unit status, incident type, and various other CAD options.

3.11.3.2 Authentication and Data Security

CommandCentral Responder data is transmitted to and from mobile devices through an HTTPS connection with FIPS 140-2 Transport Layer Security (TLS) v1.2 encryption to protect from unauthorized access. To access the system, a user must present multiple authentication factors to CommandCentral Identity Management. All user requests and other user data are protected by Azure Government services.

3.11.4 Situational Awareness

The Flex Subscription Offer includes a secure and interoperable solution for public safety agencies to speed response times by sharing data, automating workflows, and more effectively collaborating across jurisdictions and on different CAD systems. Using AI to enhance situational awareness, this software solution gives 9-1-1 dispatchers, first responders, and relevant emergency service agencies the information they need to respond more effectively and cohesively to critical incidents.



In moments of crisis, whether it be a mental health situation, an active assailant, or a weather emergency, there are many moving parts and often a deluge of incoming information. With an intuitive user interface that shows automated alerts, map locations, task assignments, and situational updates, the situational awareness solution allows you to give advance notice, allocate resources, and communicate better with the key leaders in your organization.

Tools that enhance agency responses include:

3.11.4.1 Proximity Alerts

Key data from an ongoing event, including locations indicated on an interactive map, are used to automate critical notifications and quickly get the right information to the right people.

3.11.4.2 Complex Event Management

During complex situations that require coordinated effort across multiple agencies or jurisdictions, an incident can automatically trigger a dedicated collaborative event, assign tasks for your team to complete, and offer easy mechanisms for tracking progress and updates.

3.11.4.3 Cross Agency Visibility

Sharing CAD data with neighboring organizations enables both jurisdictions to see events and updates in real time, allowing both teams to give a faster response, and increasing situational awareness across jurisdictions.

By sharing relevant information and improving workflows, the situational awareness solution offers the following benefits to your team:

Increased situational awareness for incidents across jurisdictions, such as a multi-alarm fire, major interstate crash, active string of crimes, severe weather, active pursuit of wanted person, missing person search, and more.

Improved officer safety through effective dispatch workflows and automatic notifications.

Reduced opportunities for human errors thanks to configured tools such as task assignment, reminders, and checklists, as well as an easy flow of communication that decreases the number of calls to transfer.

Best-in-class speed, deliverability, and reliability of notifications via SMS, voice, email, or applications based on automated rules leveraging any elements in the CAD incident data.

Support for expanded or alternate dispatch workflows, including for mental health or domestic violence incidents.

Lower total cost of ownership with cloud-based hosting and a single secure connection to a data hub.

3.11.5 Public | Private Incident Collaboration

The Flex Subscription Offer includes a crisis management platform that supports your team's communication and collaboration, whether in routine situations or emergencies.

Within the incident collaboration functionality included, it is easy to establish clear responsibilities, immediately assign critical tasks, and provide event-specific materials to ensure procedures are being followed. Responses and actions are automatically recorded and tracked to confirm that the appropriate steps are being taken.

Benefits of incident collaboration include:

3.11.5.1 Increased coordination between team members

From a single screen, users can see their own tasks as well as what has been assigned to others. Team members are connected and can address situations with a planned strategy, making coordinated decisions in real time as actions and tasks are accomplished.

3.11.5.2 Greater situational awareness for all personnel

Notes, status reports, and next steps are immediately visible. From the onset of an event through the all-clear signal, your organization's leadership and responsible personnel are current from one moment to the next.

3.11.5.3 Faster response times in moments of emergency

Incident collaboration provides a clear list of tasks and responsibilities, templates for all types of scenarios, and an easy mechanism to record and share actions taken. Teams are prepared to act quickly during the initial critical moments of an incident as first responders arrive.



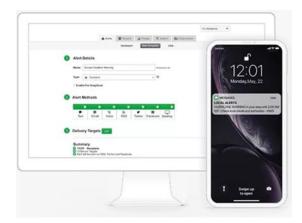
3.11.5.4 Automatic record of events and response sequence

A detailed timeline records all actions taken during routine situations or unexpected emergencies, providing your staff with the information they need to complete reports, communicate about outcomes, and improve response strategies for the future.

Incident collaboration helps your organization to be prepared for all possible scenarios. Team members quickly share critical data, send notifications, and coordinate a response to make sure every task is completed.

3.11.6 Agency Alerting

The Flex Subscription Offer includes a reliable, easy-to-use solution for sending mass notifications or targeted messages to your organization. This cloud-based, customizable platform supports both emergency communications and everyday operational messages for a defined audience.



3.11.6.1 Quick and Reliable Messaging

Whether for a planned event or an unforeseen emergency, agency alerting offers your administrators an intuitive interface and customizable templates that guarantee immediate and accurate messaging to the appropriate users. Instant notifications via all channels – text, voice, and email – helps to expand your reach for mass notifications.

3.11.6.2 Enhanced Internal Coordination

Using an intuitive database that administrators can easily manage and update, agency alerting helps to bolster the coordination of groups by location, department, or other criteria that you choose. Administrators can customize their interface, provide updates to internal users, and receive immediate reports on alert success and delivery rates.

3.11.7 Assist Map

Assist Map offers a unified mapping interface, powered by ESRI, to display resource and event locations and alerts. Users can view all location-based data on the map display. The Assist Map also includes access to the following:

- Custom Map Layers Add your custom map layers from ArcGIS, Mapbox or GeoServer.
- Data Layer Panel Show or hide data and custom map layers to refine the map view.
- Event Detail Display View details associated with each event on the map.
- Incident Recreation Replay a timelapse of mapped events over a set period of time for up to 90 days. This history can be exported and viewed in Google Earth or ESRI ArcGIS Pro.
- Traffic and Weather Overlay real-time traffic data and a weather radar map layer.
- Building Floor Plans Enhance your map view with the addition of static indoor floor plans.
- Collaborative Drawing Tools Draw and save polygons, polylines and points onto the map to support planning for pre-planned events and provide tactical awareness during a real-time incident response. Annotations are visible by all users as a data layer.
- Zones of Interest Create geofences that geographically filter information in a defined area.
- Directed Patrol Alerts Specify geographic areas, set alerts and define rules for resources to enter and remain in for a user-determined period of time.
- Unit Management From CommandCentral Admin, affiliate various resources into a single unit that can be named and intelligently tracked based on data from all affiliated resources.
- Modules:
 - Esri-based Unified Map
 - CAD-Like Configurable Event Monitor
 - Workflow Automation Rules Engine
- Integrations:
 - VESTA 9-1-1 Call locations and details
 - CommandCentral, PremierOne or Flex CAD Incident locations and details as well as unit location, status and detail (if enabled within CAD system)
 - Rave Mobile Safety Panic Button Panic alert locations and details
 - Rave Alert Receive location-based alerts on the map for immediate awareness of highpriority events.
 - Facility Profiles Access critical property, building and campus information
 - Smart911® Access critical person information, including health and emergency contact information.
 - NOTE: Smart911 must be purchased separately. If customer has Smart911, they will have access to Smart911 through the Assist map.
- Share critical incident data with jurisdictional partners and stakeholders outside of CAD such as Emergency Management, DOT, and other extended response teams via configurable rules

Proximity Alerts - based on event and location, automate critical notifications and quickly get the right information to the right people. Common use cases include soft target protection like schools and government facilities.

Section 4

Flex Records Management System Solution Description

4.1 Records Management System (RMS)

Flex's Law Records Management System consolidates all law incident records into one database, providing easy-to-generate incident and case management reports. Each record has information associated with the name, incident number, property, item, and vehicle involved. Agencies can track complaints, victims, offenders, suspects, witnesses, evidence, vandalism, arson, vehicles, or stolen and recovered property for criminal and non-criminal incidents.

4.1.1 Accurate Reports

Users can easily clarify department initiatives and document progress by developing preformatted reports or configuring ad hoc reports for:

- Crime analysis
- Presentation
- Archiving

Agencies can also compile detailed summaries and activity information for submitting UCR reports as necessary.

4.1.2 Detailed Case Management

Agencies have the ability to track cases from beginning to end by following detailed status information. Flex's case management feature uses Involvements® to link information on all persons, property, and vehicles associated with a case.

4.1.3 Dispatch Integration

Flex's integrated solutions ensure rapid and consistent data entry. The RMS module is linked directly with Flex CAD, which allows the software to automatically transfer appropriate information from calls to related incidents.

4.1.4 Advanced Security and Intelligence

Administrators can protect data integrity with flexible security features that allow users to secure privileged information. The Flex system allows agencies to store an unlimited amount of data regarding the following characteristics of individuals or groups:

- Hangouts
- Associates

Vehicles

Visalia Police Department

Motorola Flex Software

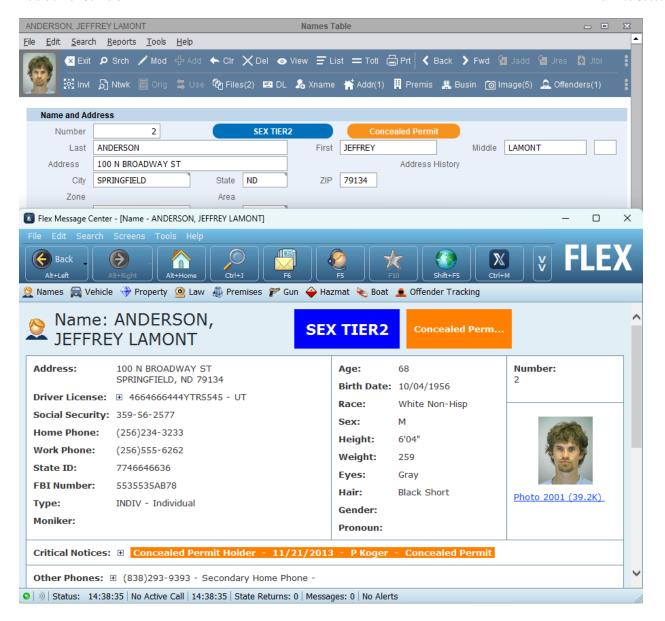
- Employment
- Activities

4.1.5 Organized Dissemination

The system provides information accountability by tracking all information disseminated through the RMS module. Users can record the full text of the disseminated information, and create a link to the name record of the party receiving the information.

4.1.6 Automatic Visual Alerts

Agencies improve investigator and officer safety with alerts that indicate dangerous, wanted, or missing persons. Once an alert is attached to a record, Flex's integration populates the alert wherever the record exists.

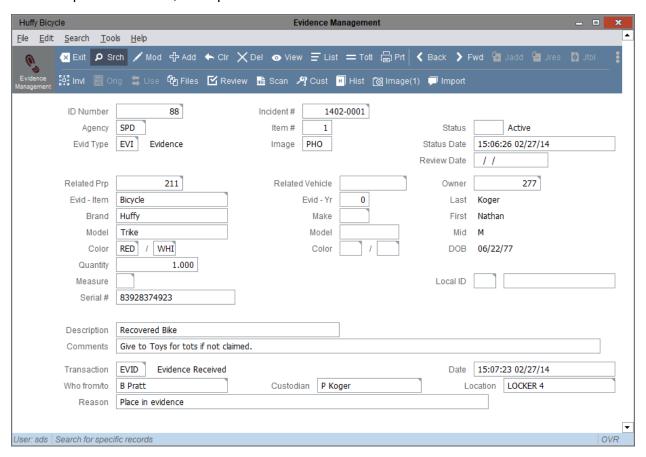


4.2 Incident-Based Reporting (IBR)

The Flex system enables the agency to easily compile detailed crime summary and activity information such as offenses, arrests, and law incidents for submitting IBR reports that meet state and federal standards. The software automatically retrieves information from the system upon data entry, eliminating manual efforts to create these reports. This retrieval enables the system to produce audit reports that verify the accuracy of reported data. Additionally, Flex holds state reporting certification and offers an integrated National Crime Information Center (NCIC) interface that aids in required report submissions.

4.3 Evidence Management

Flex's Evidence Management module simplifies evidence tracking, allowing each agency to maintain a complete and accurate chain of custody for every piece of evidence. The Evidence Management module records changes in the location, status, and custodian of evidence, providing a detailed history from reception to release, or disposal of the item.



4.3.1 Complete Evidence History

Users can automatically track modifications to evidence records from processing, through lab analysis and court appearances, to the release or disposal of the item.

4.3.2 Evidence Reporting

The system enables users to maintain optimal awareness and accountability of evidence and its status. Users can generate reports that show evidence custody, create barcodes for any code table, and show the location of evidence. Some of the reporting tools include:

- The Case Closed Evidence List Report
- The Generate Barcode List Report
- Evidence Location Summary Report

4.3.3 Detailed Evidence Data

The Flex solution facilitates efficient entry, adding, modifying, and searching for records within the screen. Using the Evidence Management screen, users can manage:

- Property item
- Storage location
- Identification number
- Activities associated with the item
- Comments

4.3.4 Interface Features

Flex's optional Evidence Barcode & Audit Interface module enables users to manage the evidence room in minutes and saves hours of personnel time. The interface's barcoding functionality allows for simplified data entry, precise labeling, and hand-held auditing of storage locations. Participating agencies can easily inventory and audit evidence using a handheld barcode reader to check data against the Evidence Management table for discrepancies in the item location.

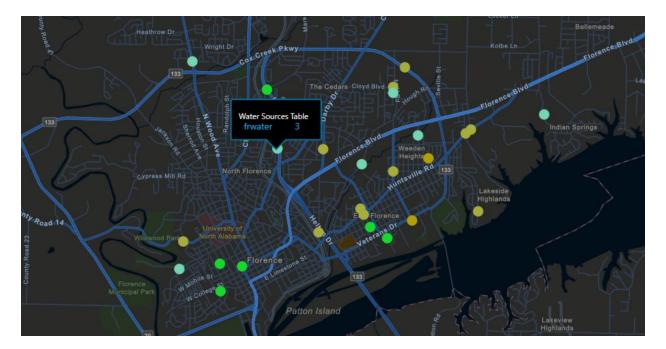
4.4 Pin Mapping

The system's Pin Mapping module provides investigators with accurate and timely data they can use to analyze incidents and crime trends. Thorough crime investigations are supported with powerful searching capabilities that allow users to access critical information for effective decision-making, rapid deployment tactics, and prompt assessments.

4.4.1 Powerful Mapping Options

Flex's comprehensive toolbar enables users to identify trends and ensure address consistency through a comprehensive database of street and address information. Users can:

- View different map layers
- Change the color, size, and type of points
- Restrict or show all incidents on the map



4.4.2 Efficient Analysis

The Pin Mapping module enhances investigative needs by allowing agencies to access any piece of data, record, or a combination of fields from any point on the map.

4.5 Offender Tracking

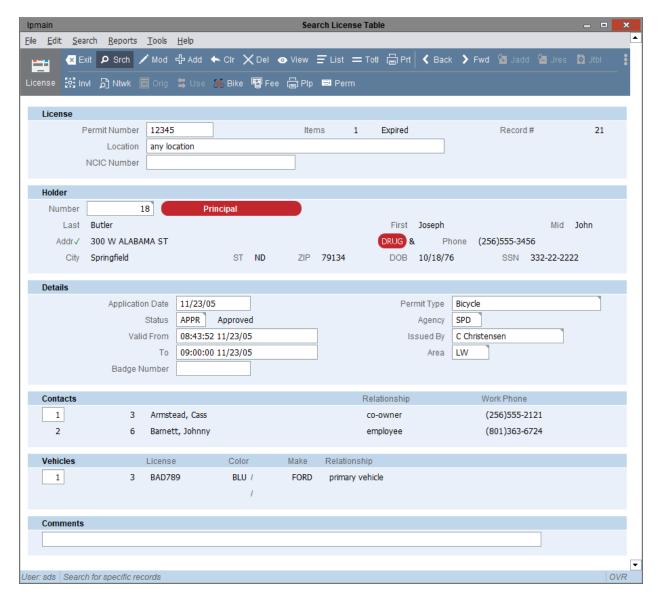
Flex's Offender Tracking module enables agencies to track critical information on various types of offenders. This enhances personnel and community safety by providing situational awareness of offenders within the agency's jurisdiction.

4.6 Licenses and Permits

The Flex Licenses and Permits module enables users to effectively manage a variety of certifications. These range from animal and bicycle licenses to weapon and fire permits. The agency can track information such as expiration dates, fees, payments, and adjustments. Users can also print permits, receipts, mailing labels, and reports.

4.6.1 Detailed Information

Our comprehensive module will allow the agency to track detailed data, ensuring users have access to the information they need. For example, users can quickly view a permit's status, effective date, permit holder, permit type, and any relevant contact persons. From an additional detail screen, users can also track information relevant to the type of permit, such as model, size, breed, item value, etc.



4.6.2 Integration with Law Records

The Licenses and Permits module helps investigators solve crimes through integration with the Flex RMS module. For example, users can easily view the permit record and owner name of any weapon used in a law incident—directly from the law incident record. Ready access to this information keeps officers informed, increasing safety and reducing potential agency liabilities.

4.7 Traffic Information

Our Traffic Information module delivers consistent, accurate data for shaping sound traffic safety policies and procedures. The software monitors activity on your roadways and generates quantifiable reports for traffic management. The following are key features of this powerful tool:

4.7.1 Citations and Warnings

Users can easily access citation and warning data. Full integration allows the agency to create a new name and vehicle record for a new contact, or link an existing name and vehicle while creating a citation or warning. They can also track:

- Offense
- Name information
- Vehicle description
- Citation dispositions
- Bail and/or fine collections

4.7.2 Traffic Reporting

This feature quickly turns data into comprehensive information. Users can view several preformatted reports and a full snapshot of warning and citation activity from the traffic reports menu. It also provides:

- Demographic analysis
- Accident summary reports

4.7.3 Imaging Integration

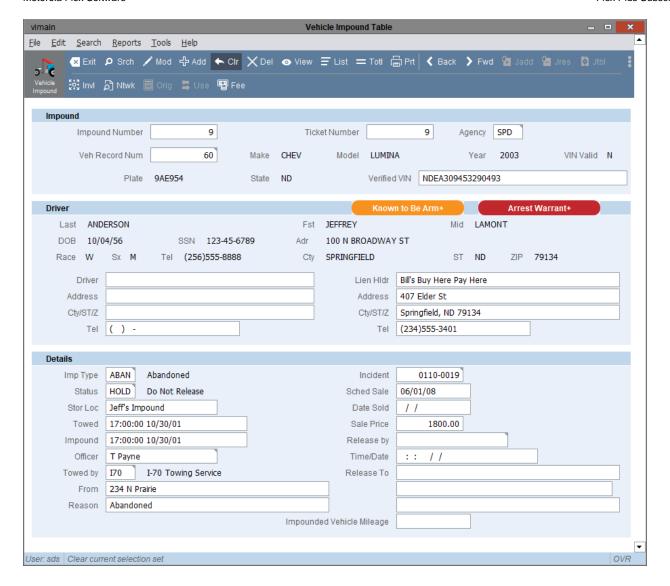
Utilizing Flex's optional Imaging module, users can attach photos to any record for quick reference during an investigation. The agency can capture and archive high-quality digital photos from accident scenes. Additionally, they can print or copy and paste images in a report. Users can attach multiple images to each vehicle record.

4.7.4 Powerful Searching

System integration enables users to search multiple record sources at once, providing detailed information on vehicles or persons involved in the same traffic accident or citation.

4.8 Vehicle Impound

Agencies can keep accurate, detailed records of all vehicles that are impounded, released from impound, or sold. Agencies can also record information for the vehicle, owner, driver, impound circumstances, and sale of the vehicle.



4.8.1 Detailed Impound Records

Users can track the status and location of an impounded vehicle, or enter the sale date and price directly from the module. A Vehicle Impound record can be added for every vehicle that captures detailed information such as:

- Owner
- Driver
- Vehicle
- Lien holder

4.8.2 Accurate Fee Management

Agencies can track all impound, towing, and storage fee transactions associated with an impounded vehicle. The module instantly calculates storage costs for each day the vehicle has been impounded.

When users enter a fee record, the balance due and total storage charges are also automatically displayed.

4.8.3 Automated Sales Tracking

Users can track and record the sale of impounded vehicles in the system, and monitor detailed sale information. When a vehicle has been marked as sold, the module automatically stops all charges and fees.

4.8.4 Vehicle Reports

The Vehicle Impound module condenses information into concise, easy-to-read reports. Report options include:

- Vehicle inventory status and summary
- Sale list
- Charges and payments
- Invalid VINs

The system also produces Preformatted Impound and Intent to Sell Notifications, making it easy for owners, lien holders, and other responsible parties to be notified of impounds and intentions to sell.

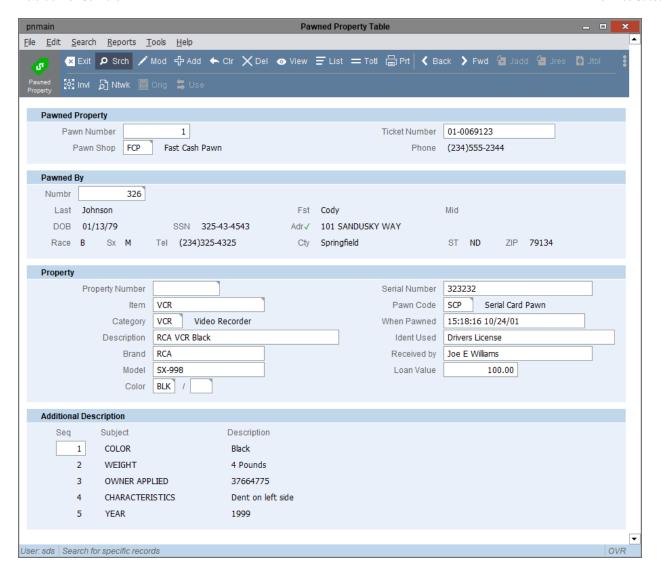
4.8.5 Vehicle Involvements

The Vehicle Impound module automatically creates involvements that link data associated with vehicle and impound records. Users can view:

- Record relationships
- Reported incident
- Record add date

4.9 Pawned Property

The Flex Pawned Property module is essential to helping agencies track, maintain, and report on pawn shops and their detailed pawn activities. Monitoring and maintaining an accurate trail of individual pawned items is easy with automatic, electronic pawn shop data submission. By linking pawned items to names, vehicles, property, and other pertinent data, this investigative source can assist law enforcement in locating stolen property.



4.9.1 Investigation Assistance

Pawned items added to an agency's database are automatically linked to name and property records throughout other Flex applications. These records are helpful during investigations, especially if the item is reported stolen or linked to a law incident.

4.9.2 Pawn Shop Information

The Pawned Property module can quickly locate pawn shop addresses, phone numbers, owners, and other pieces of information. Users can also search for detailed information about each shop in the agency's jurisdiction.

4.9.3 Pawn Activity Tracking

This module streamlines pawn activity tracking and gives agencies full-spectrum situational awareness of pawn activities. Users can maintain a complete record of pawn shop activities, including:

- Site visits
- Pawn shop inspections
- Stolen item pick-up

Agencies can also reference information with greater accuracy by recording a brief description of the activity, along with the following information:

- Law incident number
- Request
- Evidence number

4.9.4 Preformatted Reports

The Pawned Property module features an extensive reports menu to help compile system information into comprehensive, easy-to-read reports that maximize efficiency. Users can print reports that identify frequent pawners, or determine recovery rates for stolen items. The reports menu can also help agencies organize and share collected data.

4.10 Personnel Management

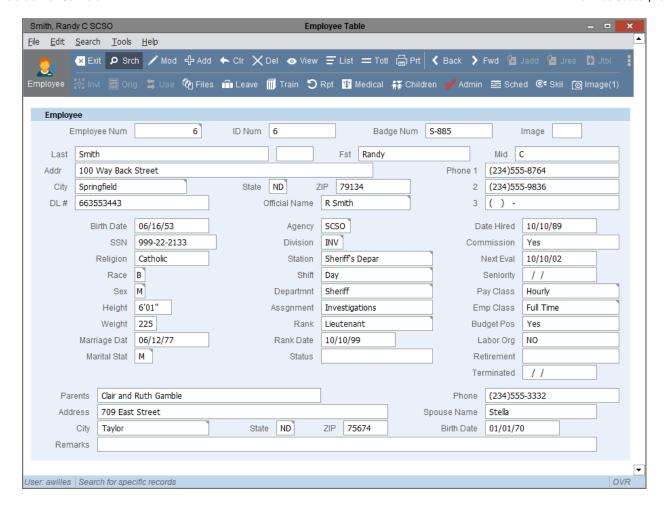
The Personnel Management module enables comprehensive employee management. Agencies can store, retrieve, and manage detailed employee information including special skills, medical history, training and certification, positions, attendance, activities, leave time, and overtime. The module also accurately accounts for administrative activities such as commendations and disciplinary actions. The following highlights a few of the system's advanced features that help to simplify personnel management.

4.10.1 Special Skills and CAD Integration

Dispatchers can send the best personnel to a given call by using the Personnel Skill screen to reference any employee's special job skills. Job skills can include foreign language fluency, CPR certifications, or explosives expertise.

4.10.2 Detailed Employee Information

A detailed record for each employee provides users with the ability to efficiently track and update general information, such as the employee's name, address, division, status, and Social Security Number.



4.10.3 Personnel Reports

Users can generate easy-to-view personnel reports from a comprehensive menu of options including:

- Identification numbers.
- · Medical events summaries.
- Administrative events summaries.
- Pay status and payroll reports.
- Training reports.
- Leave requests.
- Position status and demographics reports.
- Workload reports.

4.10.4 Training Information

Ensure that personnel are equipped with the training to do their jobs safely by monitoring their training portfolios. The system enables users to update and monitor the following training data for individual employees:

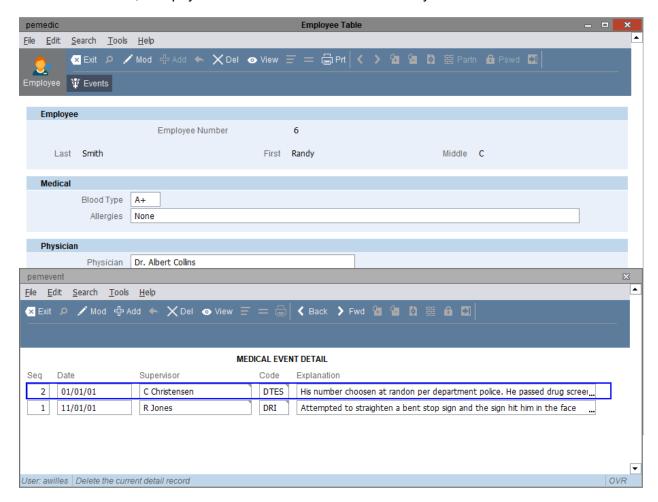
Flex Records Management System Solution Description



- Type of training completed.
- Dates and locations.
- Cost.
- Credit earned.

4.10.5 Medical History

The Medical Event detail screen can be used to track employee medical events that occur before and during employment. Detailed records of employee medical history including blood type, allergies, insurance information, and physical information are stored in the system.

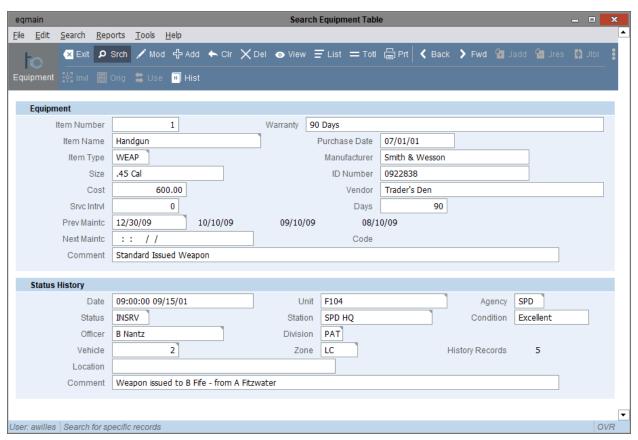


4.10.6 Attendance and Workload Management

Employees can easily enter work activity information into the Employee Workload screen. For each activity performed, employees can enter work dates, start and end times, activity and location codes, a reference number, and comments.

4.11 Equipment Maintenance

Flex's Equipment Maintenance module enables agencies to save money and maintain accountability of equipment by tracking the purchase, condition, location, history, repair, and maintenance of department equipment. This module offers many useful tracking features, a few of which are highlighted below.



4.11.1 Equipment Tracking

Users can add a record for each piece of equipment that the agency wants to track. The agency can then enter the name and quantity of an item, related purchase information, maintenance history, scheduled maintenance, and status history.

4.11.2 Scheduled Maintenance

Flex allows agencies to schedule equipment maintenance to ensure equipment is continually available and operating properly for personnel. Users can track a variety of information including maintenance dates and codes, assigned technicians, estimates, and other pertinent items.

4.11.3 Repair and Maintenance Log

By tracking equipment maintenance, the agency can also ensure the safety of personnel and avoid potential liabilities caused by failures. Users can track and analyze completed repairs and maintenance in order to calculate each agency's operating costs and the value of the agency's equipment.

4.11.4 Pre-formatted Reports

Users can efficiently compile system information into full, easy-to-read reports. Some options include equipment inventory, schedule and maintenance summaries, item status, and parts used.

4.11.5 Equipment and CAD Integration

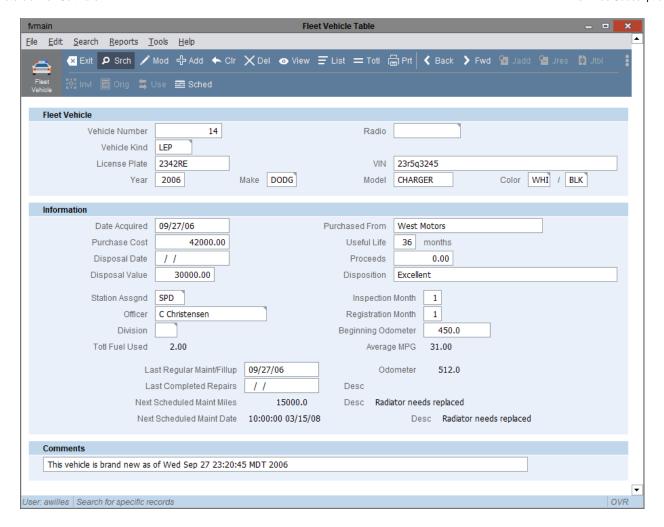
Dispatchers can locate an agency's resource items in the CAD module. When a dispatcher enters the Resource Inquiry (RI) command in the CAD Status screen, the software searches the Equipment screen to find agency-owned items that match the search criteria.

4.11.6 Equipment and Fleet Integration

The system links the Equipment and Fleet Maintenance modules so users can conveniently find and add agency vehicle information from the Equipment screen.

4.12 Fleet Maintenance

Flex's Fleet Maintenance module allows agencies to regulate and preserve vehicle resources, accurately determine fleet costs, and determine ongoing budgeting details. Users can log licensing, maintenance, repair, mileage, fuel consumption, identification, and unit assignment information for all fleet vehicles. A few of the system's features that help effectively manage fleet resources are described below.



4.12.1 Scheduled Maintenance

The scheduled maintenance feature enables users to schedule required vehicle services, ensuring all vehicles are in top condition. Users can record a comprehensive history of vehicle services including the date, mileage, and type of service. The software captures the date and time the maintenance was performed, the next scheduled maintenance mileage/date, and the responsible individual. Reports can be displayed or printed to outline the maintenance performed, and all maintenance for the life of the vehicle.

4.12.2 Detailed Gas Mileage Summaries

Agencies can track fuel consumption and mileage records to prepare effective fuel budgets. The software automatically calculates the vehicle's mileage, and enables users to include:

- Date.
- Current odometer reading.
- Quantity of oil or fuel added.
- Total cost.



4.12.3 Accurate Repair Records

These reports are critical to accurately tracking fleet vehicles. Users can access and manage detailed repair records for each fleet vehicle, and generate reports that detail repair information including the total price, part codes, quantity, and parts and labor.

4.13 Inventory Management

The Inventory Management module simplifies the process of monitoring and replenishing inventory with accurate accounting of supplies. Automatic balance updates, complete supplier information, and concise, pre-formatted reports provide the information agencies need for proper inventory control. These features, described below, are just some of the functionality provided to simplify inventory management. Additionally, this module integrates with our jail management solution to provide the same superior functionality for jails.

4.13.1 Supply Maintenance

The application allows users to ensure that proper supplies are on hand at any given time by viewing an item's balance, re-order point, and full stock quantity. The system displays item status in an easy-to-read, organized format, and the software intuitively generates a purchase order for each item when the quantity reaches the reorder point.

4.13.2 Supplier Tracking

Users can access a comprehensive history of orders to track supplier fulfillment and compare the promptness, completeness, and costs of each supplier to make informed purchasing decisions. Additionally, users can store each supplier's contact information and ordering instructions.

Preformatted Reports

Extensive reporting options help users create accurate inventory reports. The easy-to-read reports help compile the statistical data needed to efficiently manage inventory. Users can conveniently view reports such as:

- Supplier Summary.
- Orders Pending.
- Item Cost Summary

4.14 RMS Hybrid Features

The Multi-Agency Search feature provides a robust search interface enabling participating MSI agencies to share Persons, Vehicles, and Incident Report data from the Flex Records Management System (RMS) with other PremierOne and Flex agencies. This collaborative tool empowers agencies to:

• **Control Data Sharing:** Agencies have the discretion to select the specific types of information that are available for sharing.

• Manage Sharing Partners: Each agency can manage its list of trusted agencies with which to share data with, ensuring that data- sharing arrangements are mutually agreeable and maintain data integrity.

Enhance Search Capabilities: Participating agencies that have opted in will gain the ability to conduct searches across a broader regional data set, which can foster a cooperative environment among agencies, streamline investigative processes, and ultimately enhance public safety operations through more effective data utilization

Section 5

Flex Mobile Data Computing Solution Description

5.1 Mobile Records

The Flex Mobile Records module empowers personnel with universal data access. Convenient field narratives and image display options provide the necessary tools to effectively manage records from the field. Mobile personnel can also search for records in multiple places without leaving the vehicle or requesting dispatch assistance. Searchable databases include:

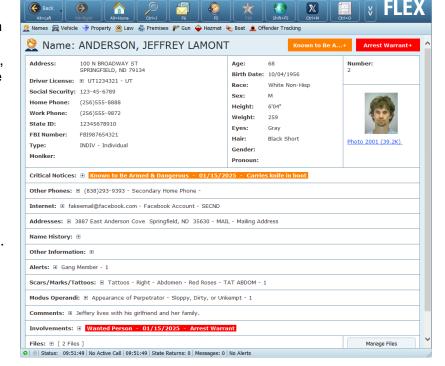
- Local databases
- Flex and non-Flex databases (requires Multi-Agency Search)
- State databases (requires the Mobile StateLink Interface)
- National databases (requires the Mobile StateLink Interface)

The following highlights several key advantages:

5.1.1 Local RMS Queries

Mobile Records combines speed with flexibility. Users have the ability to search for names, vehicles, incidents, property, and wanted persons. These queries provide comprehensive search results from local, state, and national databases, with the ability to encrypt state and national query responses for use with third-party citation and crash programs.

Additionally, a drop-down menu provides officers with more detailed fields to perform enhanced searching. Once the user has submitted his or her search criteria, a list of matching records appears in the returns folder of the Mobile Message Center.



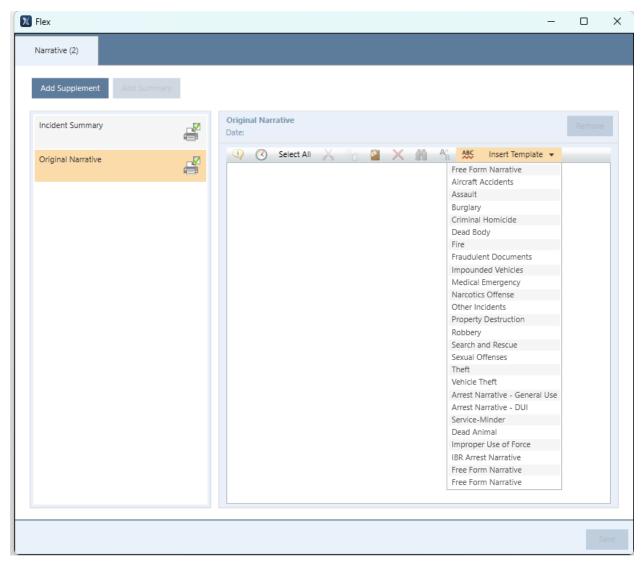
5.1.2 Image Display

The system's image display function helps field personnel identify suspects and verify criminal histories. While viewing a record, all associated images related to that record are available, including mug shots

or photos of vehicles and property. Images first appear in thumbnail size, but they can also be expanded to full-size.

5.1.3 Field Narratives

Users can enter field narratives into the system directly from the vehicle. This saves valuable time and improves record details. Each user can view, add, and append narrative information or supplemental narratives directly from the Law Incident screen. Additionally, field officers have the flexibility to enter an unlimited number of supplemental narratives for witness statements and other follow-up activities. For routine narrative entries, the system allows users to easily define templates for precise information gathering.



5.2 Mobile CAD

The Flex Mobile CAD module enables officers to prepare for any situation by accessing mission-critical information while responding to a call. Users can maintain constant contact with dispatchers and other

Flex Mobile Data Computing Solution Description



personnel while freeing up airtime for high priority calls. The Mobile CAD module allows users to easily view the status of calls and units while accessing additional call details. The following highlights several key advantages:

5.2.1 Local, State, and National Queries

Our Mobile CAD module combines speed with flexibility. Queries provide comprehensive search results from local, state, and national databases. Once the user has submitted his or her search criteria, a list of matching records appears in the folder of the Mobile Message Center. With a single query, users can search for:

- Names
- Vehicles
- Incidents
- Property
- Wanted persons

5.2.2 Voiceless CAD

Flex's Mobile software enables users to maintain constant communication with dispatchers and other officers. Users can send and receive messages with the Flex Mobile Messenger, and view scrolling 'Be On the Look-Out' (BOLO) reports and other alerts along the bottom of the screen. Voiceless CAD features enable users to also view calls and call comments in real time, update call and unit status, and access address and radio log history information.

5.2.3 Mobile Mapping AVL

With Flex's Mobile AVL Mapping module, personnel in the field can access critical call information and a map from the same screen. This provides centralized access to information that personnel need to stay safe. Address cross streets, hazards, updated call comments, responding units, weather, and premises and HazMat information can be viewed alongside the map. From the AVL map, users can see the location, status, and contact information of responding units, view the quickest route to the call, and access building schematics and live camera feeds.

5.3 Voiceless Dispatch

The Flex Mobile Voiceless CAD module allows field personnel to access accurate, real-time call information from their laptop computers, preserving radio channels for other critical communication during urgent situations. The module also enables personnel to quickly:

- Update their status
- Add and view call comments
- Access radio logs and incident information without burdening dispatchers



The following is an overview of key features:

5.3.1 Mobile Access to Call Information

The Flex Mobile Voiceless CAD module allows users to access information about a call's address, nature, and any additional comments as they are entered by dispatchers. The software frees up radio frequencies for high-priority calls and eliminates the potential for misheard information, or interrupted communications. Using Mobile Voiceless CAD also prevents others from monitoring your communications over an unsecure radio channel.

5.3.2 Status Updates and Call Comments

Users can update the status of a call or unit directly from their laptop, saving valuable time and eliminating the need to notify dispatchers via radio every time a situation changes. Users can also add comments to a call, and view new comments using the Mobile Voiceless CAD module. The ability to view call comments from the field provides users with critical access to important details, alerts, and tactical updates during critical situations.

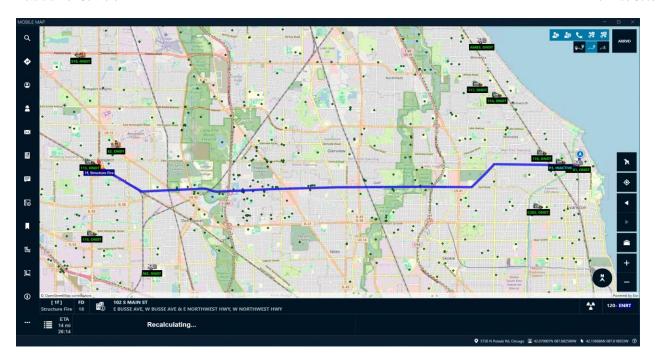
5.3.3 Efficient Radio Logs

Keep accurate radio logs for federal, state, or department records using Flex's Mobile Voiceless CAD module. The module automatically tracks response times and status updates, eliminating the need to request a radio log history from dispatchers.

5.4 Mobile Mapping AVL

The Mobile AVL module uses advanced technology to track the location of all fleet units through Global Positioning System (GPS) receivers, providing dispatchers with optimal situational awareness when dispatching calls and allocating resources. To view this information, Flex Mobile supports a variety of GPS devices. The following summarizes several of the advantages offered:

Flex Mobile Data Computing Solution Description



5.4.1 Mapping

Users can view the following from the AVL map:

- Location
- Status
- Contact information of responding units
- Quickest route to a call
- Building schematics
- Live camera feeds

Flex's Mobile AVL Mapping module also enables personnel in the field to access critical call information and a map from a single screen. Alongside the map, they can access:

- Addresses
- Cross streets
- Hazards
- Updated call comments
- Responding units
- Weather
- Premises and HazMat information

5.4.2 Mapping Tools

This powerful functionality allows users to view call and officer locations, and receive turn-by-turn driving directions to improve response times. Users have the ability to easily:

Flex Mobile Data Computing Solution Description



- Search by X and Y coordinates
- Calculate the distance between calls with a measuring tool
- Hyperlink a website or photo to a call
- View predefined map layers that include:
 - Law and fire zones
 - Water sources
 - Ortho images

5.4.3 Unit Location Display

Dispatchers and field officers can view the location of agency units and CAD calls on a jurisdictional map. This enables dispatchers to quickly assign units to calls based on proximity, and field officers can view the map to determine the shortest route to calls. Dispatchers can do this on the map by dragging a unit to a call, or vice versa.

5.4.4 Unit Status Information

The Unit Status screen complements overall situational awareness by displaying the status of dispatched units. For each unit, the software displays:

- Status
- Active call
- Assigned zone and agency
- Current location or most recent radio log entry

5.5 Driver License Scanning

Data gathered from a driver license can be used to efficiently conduct database searches and complete field reports, enhancing investigative abilities and officer safety. Flex's Driver License Scanning module gives officers the ability to populate Mobile search screens by scanning a driver license. Additionally, scanning the license will also automatically query the local, state, and national databases. Information drawn from scanning the license includes:

- Name
- Date of birth
- Address
- Race
- Gender
- Driver license ID number

5.5.1 Automated, Accurate Data Entry

When personnel scan a license, the Driver License Scanning module automatically populates the appropriate fields on the Mobile search screen with the driver's information. Driver license data can be used to populate the Mobile Law Form, Mobile Accident Form, Mobile Citation Form, and Law Field Interview Form (each form sold separately), reducing redundant data entry and saving officers and personnel time in the field.

5.5.2 Customizable Searching

The Flex Driver License Scanning module can be programmed to conduct searches in local, state, and/or national databases when a license is scanned. Officers can use the information returned from those searches to:

- Determine if the license is valid
- Check for outstanding warrants
- Confirm if the vehicle is stolen
- View criminal history information
- View previous incidents involving people or vehicles

5.5.3 **Dual Scanning Capability**

Officers can gather information by scanning both magnetic strip and barcoded licenses where available, preventing agencies from creating redundant processes for the same action. Because the module adheres to American Administration of Motor Vehicle Administrators (AAMVA) standards, it has access to information on multiple licenses from across the nation. Its access extends to 20 states and entities that use magnetic strip licenses, and 52 states and entities that use barcode licenses.

5.6 Mobile State and National Queries

Use a state connection to search state and national databases for name, vehicle, property, guns, and wanted person records as well as available images. Users can perform state and federal searches simultaneously with one query while using the local RMS query feature to search local database information. Returns are delivered audibly as well as with visual highlights, including any alerts on records containing warnings.

5.6.1 Feature List

- State and National Database Queries
- Transaction Recall
- CAD Integration
- Mobile Integration
- Multiple Response Destinations
- Alerts

Voice and Highlighting

Note that this module requires the StateLink Interface.

5.7 Flex Touch

The Flex system enables personnel to have full access to the information they need on the go. With the Flex Touch interface, users can access records and images, search for data within the local database, view dispatch information, receive call assignments, and update unit status from a mobile device like a smart phone or tablet.

Flex Touch is compatible with most major smart phones, including Android, iPhone, and systems. It can also be used on an iPad or a desktop computer, allowing personnel to take full advantage of crisp, high-resolution navigation through maps and other mobile data. Below are several of the key advantages:

5.7.1 Real-Time Call Updates

Calls are color-coded by status, allowing users to quickly see whether officers have arrived on the scene and if a unit's timer has expired. Users can view all active calls, the nature of the call, address, and any assigned units. Users can also view call comments and enter their own comments from the mobile device.

5.7.2 User-Friendly Interface

The Flex Touch interface is designed for convenient click or touch-screen navigation from a mobile digital device. Touch utilizes the same login information as the main Flex system, streamlining access to important data. Images appear on the screen as thumbnails, and can be viewed in full screen by touching or clicking on the image. Flex has configured the images for mobile digital device screens to conserve bandwidth for faster downloads. Phone numbers are automatically formatted as links so that users can direct-dial them from a device, and users can also send emails with links to a record.

5.7.3 Field Searching

The application helps provide redundancy in data access, enhance officer safety, and provide users with access to a wide range of information in the field. Flex Touch supports wildcard searching; if a search yields no results, secondary search rules are used to match a possible record. For example, if a name search yields no results, the software searches for a matching social security or driver license number. The application displays records with warrants or alerts in red, enabling the responding officer to be prepared for any possible situation. Additionally, users can search the agency database for names, property, vehicles, and incidents.

5.7.4 Data Partitioning

The partitioning feature protects sensitive data by allowing users in the field to only see records that they are authorized to view. The application obeys the partitioning rules already in place in the Flex system.

5.7.5 Integration with Google Maps

A Google map automatically opens when an address is selected in the Flex Touch application. Users can see the current address, destination, traffic information, and turn-by-turn directions.

5.8 CommandCentral Solution Descriptions

5.8.1 CommandCentral Evidence Overview

CommandCentral Evidence provides a suite of digital evidence management tools that help users contain, organize, and act on large amounts of incoming multimedia. These tools streamline the collection, capture, storage, and sharing of data from a single location. By centralizing digital evidence storage and management, CommandCentral Evidence removes data silos and helps users get the most out of their critical information.

Users access all case content from a single, cloud-based location. Cases integrate records and evidence content, allowing users to view all media associated with a case. These cloud-based tools help users account for all evidence regardless of source.



CommandCentral Evidence makes it easy to secure and share content with chain of custody intact to improve collaboration.

CommandCentral Evidence is available without any upfront investment. Monthly subscription service costs include the software and video storage. And CommandCentral Evidence uses the Azure GovCloud, securing data at rest and in transit to protect communications. This complies with CJIS guidelines and the NIST framework, audited annually against the Service Organization Control 1 and 2 reporting framework.



5.8.2 The CommandCentral Platform

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all CommandCentral software applications with one agency username and password for a more streamlined workflow. The CommandCentral platform puts your agency's data to

better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral evolves over time, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.

COMMUNITY ENGAGEMENT	EMERGENCY CALL MANAGEMENT	VOICE & COMPUTER AIDED DISPATCH	REAL-TIME INTELLIGENCE OPERATIONS	RECORDS & EVIDENCE MANAGEMENT	ANALYSIS & INVESTIGATION	JAIL & INMATE MANAGEMENT	
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The CommandCentral End-to-End Platform

Section 6

Flex Subscription Offer Statement of Work

6.1 Introduction

The System includes Equipment, pre-installed licensed software, Subscription Software (as outlined in the Solutions Description), Installation Services, and Maintenance Service. This Statement of Work sets forth the installation of the system and later sections address the maintenance of the system.

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola Solutions, Inc. (Motorola) subscription bundle offering as presented in this offer to Visalia Police Department (hereinafter referred to as "Customer"). When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners. When assigning responsibilities, the phase "Customer" will include Customer's third-party vendors and subcontractors.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement. The Customer acknowledges that such deviations and changes to this SOW may incur additional costs. Said additional costs will be disclosed and mutually agreed upon between Motorola and the Customer pursuant to the change provisions of the Agreement and prior to any work being performed.

Unless specifically stated, Motorola work will be performed remotely. The Customer will provide Motorola resources with unrestricted direct system access to enable Motorola to fulfill its delivery obligations.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon Project Schedule. Any changes to the Project Schedule will be mutually agreed upon via the change provision of the Agreement.

The number and type of software or subscription licenses, products, or services provided by Motorola or its subcontractors are specifically listed in the Agreement and any reference within this document as well as subcontractors' SOWs (if applicable) does not imply or convey a subscription license or service that are not explicitly listed in the Agreement.

Award, Administration, and Project Initiation

Project Initiation and Planning will begin following commencement of the Agreement between Motorola and the Customer.

Following the conclusion of the Project Planning Session, the Motorola Project Manager will conduct twice monthly one-hour remote status meetings with the Customer Project Manager for the purpose of baselining progress of current activities and the planning of future activities. Following the conclusion of the Contract Design Review, the Motorola Project Manager will prepare and submit monthly status reports to the Customer Project Manager. Monthly Status Reports provide a summary of the activities completed in the month, those activities planned for the following month, project progress against the

project schedule, items of concern requiring attention, as well as potential project risks and agreed upon mitigation actions.

Motorola uses Google Meet as its teleconference tool. If you desire a different teleconference tool, you may provide a mutually agreeable alternate tool at Customer expense.

6.2 Project Terms

The following terms are used in this document. Since these terms may be used differently in other settings, these definitions are provided for clarity.

Project Schedule means the schedule providing dates and timeframes for completion of tasks and deliverables during the course of the project. The Project Schedule is subject to change at the mutual agreement of Motorola and the Customer.

Project Management Plan is composed of the Communications Management Plan, Risk Management Plan, and Change Management Plan that provide the criteria for managing those tasks within the project.

6.3 Subscription Based License and Additional Integration Services Completion Criteria

The contracted system includes a subscription-based solution; the subscription service period will begin upon providing credentials to basic configuration ("basic" is defined as standard system functionality with cloud capabilities and Non customizations to the software or system) of the licensed software.

Additional Motorola Integration and Configuration are also provided as part of the Subscription. These additional services are considered complete upon Motorola performing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. The Customer's task completion will occur per the project schedule enabling Motorola to complete its tasks without delay.

You will provide Motorola written notification that it does not accept the completion of Motorola responsibilities or rejects a Motorola service deliverable within five (5) business days of completion or receipt of a deliverable.

The Service Completion will be acknowledged in accordance with the terms of Master Customer Agreement and the Service Completion Date will be memorialized by Motorola and the Customer. Software System Completion will be in accordance with the terms of the Software Products Addendum unless otherwise stated in this Statement of Work.

6.4 Project Roles and Responsibilities Overview

6.4.1 Motorola Project Roles and Responsibilities

A Motorola team will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multidisciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

Flex Subscription Offer Statement of Work



In order to maximize efficiencies Motorola's project team will provide services remotely via teleconference, web-conference, or other remote method in fulfilling its commitments as outlined in this Statement of Work. Motorola project team resources will be onsite at the Customer location as noted in this Statement of Work.

The personnel role descriptions noted below provide an overview of typical project team members. One or many resources of the same type may be engaged as needed throughout the project. There may be other personnel engaged in the project under the direction of the Project Manager.

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

6.4.1.1 Motorola Project Manager

A Motorola Project Manager will be assigned as the principal business representative and point of contact for the organization. The Project Manager's responsibilities include:

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- · Identify and manage project risks.
- Collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate, and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Prepare and submit a monthly status report that identifies the activities of the previous month, as well as activities planned for the current month, including an updated Project Schedule and action item log.
- Provide timely responses to issues related to project progress.

6.4.1.2 Application Specialist

The Motorola resource will work with your project team with system provisioning. The Application Specialist's responsibilities will include:

- Provide provisioning training and guidance to the Customer to set up, operate, and maintain the system.
- Provide support during the transition to live use operations of the Flex system.

6.4.1.3 Flex Training Specialist

The Flex Training Specialist provides instruction on the Flex software application. The Flex Training Specialist responsibilities include:

 Teaching and instructing the customer's end users and staff on the use and operating methods of Flex software products and services.

- Conducting onsite and/or virtual training of Motorola Flex software modules.
- Presenting training using a variety of classroom training methods, including lecture, online projection, live demonstration, etc.
- Maintaining communication with the Project Manager, Application Specialist, and agency contact(s) related to the training plan.

6.4.1.4 Solution Specialist

The Solution Specialist is responsible for influencing and driving optimal outcomes of the software solution. Specific responsibilities include the following:

- Consulting with the Customer on objectives and guiding best practice adoption.
- Driving early engagement of key project stakeholders to understand end-to-end workflows affecting outcomes.
- Providing training expertise that addresses your unique needs, objectives, and requirements.

6.4.1.5 GIS Specialist

The Motorola GIS Specialist specializes in geographical information technology. Responsibilities of the Motorola GIS Specialist include the following:

- Perform the GIS analysis on the Customer-supplied GIS source data.
- Provide the results of the GIS analysis based on the requirements of the Motorola GIS Build Requirements document to include:
 - Geocoding Data.
 - Centerlines to support Routing.
 - Response Area Polygons.
- Offer consultation services for the conversion of your GIS source data for Motorola use.
- Provide instruction on the use of GIS as it pertains to the Motorola system.

6.4.1.6 Solutions Architect

The Solutions Architect is responsible for the delivery of the technical and equipment elements of the solution. Specific responsibilities include:

- Confirmation that the delivered technical elements meet contracted requirements.
- The delivery of interfaces and integrations between Motorola products.
- Remain engaged throughout the duration of the delivery.

6.4.1.7 Customer Success Onboarding Advocate

A Customer Success Advocate will be assigned to the you post Go-Live event. The Customer Success Advocate' responsibilities include:

- Assist you with maximizing the use of their Motorola software and service investment.
- Actively manage, escalate, and log issues with Support, Product Management, and Sales.
- Provide ongoing customer communication about progress, timelines, and next steps.

6.4.1.8 Customer Support Services Team

The Customer Support Services team will provide ongoing support following commencement of beneficial use of your System(s) as defined in Customer Support Plan.

6.4.2 Customer Core Team, Project Roles, and Responsibilities Overview

The success of the project is dependent on early assignment of a Customer Core Team. Motorola has defined the following key resources that are critical to this project and must participate in all the activities further defined in this Statement of Work. During the Project Planning phase, you will be required to deliver names and contact information for the below listed roles that will make up the Customer Core Team. In many cases, the Customer will provide project roles that correspond with Motorola's project roles. It is critical that these resources are empowered to make decisions based on your operational and administration needs. The Customer Core Team will be engaged from project initiation through beneficial use of the system. Their continued involvement in the project and use of the system will convey the required knowledge to maintain the system post-completion of the project and drive change and user adoption. In some cases, one person may fill multiple project roles. The Customer Core Team must be committed to participate in activities for a successful implementation. In the event that you are unable to provide the roles identified in this section Motorola may be able to supplement Customer resources at an additional price.

6.4.2.1 Customer Project Manager

The Project Manager will act as your primary point of contact for the duration of the project. The Project Manager is responsible for management of any third-party vendors that are the Customer's subcontractors. In the event the project involves multiple agencies, Motorola will work exclusively with a single Customer-assigned Project Manager (the primary Project Manager). The Project Manager's responsibilities include:

- Communicate and coordinate with other project participants.
- Manage the Customer project team including timely facilitation of efforts, tasks, and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from your staff to present to the Motorola Project Manager.
- Review the Project Schedule with the Motorola Project Manager and finalize the detailed tasks, task dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor the project to ensure resources are available as scheduled.
- Attend status meetings.
- Provide timely responses to issues related to project progress.



 Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.

- Review and administer change control procedures, hardware and software certification, and all related project tasks required to maintain the Project Schedule.
- Ensure Customer vendors' adherence to overall Project Schedule and Project Plan.
- Assign one or more personnel who will work with Motorola staff as needed for the duration of the project, including at least one Application Administrator for the system and one or more representative(s) from the IT department.
- Identify the resource with authority to formally acknowledge and approve Change Orders, approval letter(s), and milestone recognition certificates, as well as approve and release payments in a timely manner.
- Provide building access to Motorola personnel to all Customer facilities where system
 equipment is to be installed during the project. Temporary identification cards are to be issued
 to Motorola personnel if required for access to facilities.
- Ensure remote network connectivity and access to Motorola resources.
- As applicable to this project, assume responsibility for all fees for licenses and inspections and for any delays associated with inspections due to required permits.
- Provide reasonable care to prevent equipment exposure to contaminants that cause damage to the equipment or interruption of service.
- Ensure a safe work environment for Motorola personnel.
- Provide signatures of Motorola-provided milestone certifications and Change Orders within five
 (5) business days of receipt.

6.4.2.2 System Administrator

The System Administrator manages the technical efforts and ongoing tasks and activities of their system as defined in the Customer Support Plan (CSP).

6.4.2.3 System Application Administrator (SAA)

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Business Process Review (BPR) stage of the project. They will attend provisioning and training events and remain engaged throughout the project to ensure they are able to maintain the provisioning post Customer Provisioning handoff. For solutions that consist of multiple Motorola products (e.g. CAD and Records) you may elect to have multiple Application Administrators. The Application Administrator's responsibilities include:

- Participate in overall delivery and training activities to understand the software, interfaces, and functionality of the system.
- Participate with the SMEs during the BPR, provisioning process, and training.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.
- Obtain inputs from other user agency stakeholders related to business processes and provisioning.



6.4.2.4 GIS Administrator

The GIS Administrator is responsible for the development and maintenance of all the GIS data used in the Motorola system. The GIS Administrator must have a working knowledge of Esri software including ArcDesktop and ArcPro. Administrator proficiency with model builder, toolbox tools, Network Analyst, and general database structures is key to the GIS Administrators ability to manage the GIS needs of the Motorola system. Duties for this resource include: providing data in the correct schema; developing, maintaining and updating GIS data; support the GIS elements used in Motorola software; keep in regular communication with the other administrative resources.

6.4.2.5 Subject Matter Experts

The Subject Matter Experts (SME) are the core group of users involved with the Business Process Review (BPR) and analysis, the provisioning process, including making global provisioning choices and decisions, and training. These members should be experienced users in the working area(s) they represent, i.e. dispatch, patrol, etc., and should be empowered to make decisions related to provisioning elements, workflows, and screen layouts.

6.4.2.6 IT Personnel

IT personnel provide required information related to LAN, WAN, wireless networks, server, and client infrastructure. They must also be familiar with connectivity to internal, external, and third-party systems to which the Motorola system will interface.

Training Representative

Training representatives will be the point of contact for the Motorola Application Specialist when policy and procedural questions arise. They will act as course facilitators and are the Customer's training monitors.

6.4.2.7 Additional Resources

Additional resources, such as trainers and database administrators, may also be required.

6.4.2.8 User Agency Stakeholders

User Agency Stakeholders, if the system is deployed in a multi-agency environment, are those resources representing agencies outside of your agency. These resources will provide provisioning inputs to the Customer Core Team if operations for these agencies differ from that of the Customer. You will manage User Agency Stakeholder involvement, as needed, to fulfill Customer responsibilities.

6.4.3 General Customer Responsibilities

In addition to the Customer Responsibilities stated elsewhere in this SOW, you are responsible for:

 All Customer-provided equipment including hardware and third-party software necessary for delivery of the System not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, or TDD equipment and the like.

- Configuration, maintenance, testing, and supporting the third-party systems the Customer
 operates which will be interfaced to as part of this project. For those third-party systems, you are
 responsible for providing Application Programming Interface (API) documentation that details
 the integration process for the level of interface integration defined by Motorola.
- Initiate, coordinate, and facilitate communication between Motorola and the Customer's thirdparty vendors as required to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of your operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- Provision Customer code tables, following CAD Admin Training.
- Provisioning of GIS data as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.
- Allow Motorola remote access (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).

6.5 Project Planning

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of project-specific information in order to set clear project expectations and guidelines, create the Project Management Plan and project schedule, and set the foundation for a successful implementation. Examples of information gathered include the Business Process Review Agency Pre-Kickoff Survey (a Google survey that is sent to you to collect agency-specific information, such as dispatch logistics, communication center information, operational process, and workflow).

6.5.1 Project Planning Session – Telecommunication / Web Meeting

A Project Planning Session teleconference will be scheduled after the Agreement has been executed. The Project Planning Session is an opportunity for both the Motorola and Customer PMs to meet prior to the formal Project Kickoff meeting and review key elements of the project as well as expectations of each other. The agenda typically includes:

- A high level review of the following project elements:
 - The Agreement documents.
 - A summary of the contracted applications, query(ies) and interface(s), and bill of materials.
 - Project delivery requirements as described in this SOW.
 - Which tasks will be conducted by onsite Motorola resources as well as the activities when the Motorola Project Manager will be onsite.

 Customer involvement in provisioning to confirm understanding of the scope and required time commitments.

- The high level Project Schedule milestones and dates.
- The Project Management Plan structure.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or contractors. Required fingerprints will be submitted on Motorola provided FBI FD-258 Fingerprint cards.
- Review CommandCentral Admin and Learning eXperience Portal (LXP) roles in the Project Plan and provide Customer User Name and Access Information.
- Discuss Motorola remote access requirements (24-hour access to a secured two-way Internet connection to the Motorola system firewalls for the purposes of deployment, maintenance, and monitoring).
- Discuss your obligation to manage change among the stakeholder and user communities.
- Review Software System completion criteria and the process for transitioning to support.

6.5.1.1 Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment and attendance of Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide the initial Project Schedule and Project Management Plan.
- Confirm Customer receipt of the TPS packet and GIS Build Requirements Document.
- Conduct a review of the Project Management Plan.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document the mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola Learning eXperience Portal (LXP).
- Establish the Customer within the CommandCentral cloud platform enabling CommandCentral as outlined in the Solution Description.
- Provide you with a web link (URL) to the CommandCentral Admin application on via the web (Chrome browser).

6.5.1.2 Customer Responsibilities

- Confirm with Motorola Customer GIS Administrator reviews the GIS Build Requirements Document.
- Provide existing GIS source data to Motorola by the start of Project Kickoff and Discovery.
- Identify Customer Core Team and any additional Customer resources that are instrumental in the project's success, as needed.
- Provide acknowledgement of the mutually agreed upon Project Kickoff Meeting agenda.
- Provide approval to proceed with the Project Kickoff meeting.



- Provide LXP and CommandCentral user information: first name, last name, unique email address, and role.
- Verify that your Administrator(s) have access to the LXP and CommandCentral Admin Console.
- Review and complete the Business Process Review Agency Pre-Kickoff Survey within ten (10) business days of the Project Planning Session to avoid impact on the Project Schedule.

6.5.1.3 Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Project Management Plan.

6.5.2 Interface Planning

The objective of the interface planning teleconference is to discuss the user experience presented by each contracted interface. Topics of discussion will include:

- Reviewing the functionality delivered with each interface.
- Reviewing the deployment requirements and dependencies of each interface (NDA, network information, API, and access credentials required to connect to third-party systems).
- Reviewing the interface delivery and validation process.

Note - The interface deployment requirements (NDA, network information, API, and access credentials) may be required to connect to third-party systems. Particular requirements must be satisfied prior to the deployment of the interfaces. Delayed, incomplete, or inaccurate information may have a significant impact on the Project Schedule.

Motorola is not responsible for third-party vendor management, scheduling, or additional cost for software, customization, development, or testing unless the work is defined in this SOW or amended to the Agreement via a change order.

6.5.2.1 Motorola Responsibilities

- Discuss the need for additional information such as third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces.
- Conduct reviews of the interface to explain how each functions as well as any dependency on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with local and remote systems.
- Review the functional interface demonstration process.

6.5.2.2 Customer Responsibilities

- Provide all required third-party API and SDK licensing and documentation for your existing systems.
- Discuss and collect information on third-party API, SDKs, data schema, and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting to avoid impact on the Project Schedule.

 Establish network connectivity between the Motorola server(s) and all third-party interface demarcations

6.6 Endpoint Security Deployment

In order to establish initial expectation for deployment, Motorola will work with you on preparedness for implementation and support of Endpoint Detection and Response (EDR) with Security Operations Center (SOC) monitoring.

6.6.1.1 Motorola Responsibilities

- Schedule an EDR kickoff meeting with the Customer.
- Provide detailed requirements regarding your infrastructure preparation actions within 10 business days of the EDR kickoff meeting.
- Provision tools in accordance with the requirements of the EDR Service.
- Provide required Customer deployment actions within 10 business days for the completion of infrastructure readiness tasks.

6.6.1.2 Customer Responsibilities

- Provide assistance to Motorola to perform the Services; this assistance could include, but is not limited to, smart hands assistance with issues that may require physical access to the software affected by the EDR Services or virtual assistance with environmental issues that require administrative access.
- Attend EDR kick off meeting.
- Perform all network and system integrations necessary, as outlined by Motorola, for EDR. This will include, but not limited to, external internet connectivity for EDR security components.
- Install agents on EDR Service system components.
- Provide the name, email, and telephone numbers for all shipping, installation, and security points-of-contact.
- You must accomplish all infrastructure preparation tasks, as outlined in the Project Schedule.

6.7 CommandCentral Enablement (Milestone)

Your cloud based features and functionality, as listed in the System Description, will be enabled and connected to the ancillary systems as defined in the Project Schedule. As new features and functionality are added to these base applications they will become available to you during deployment and for the term of the subscription.

You will work with Motorola on the setup and configuration of your firewall in order to allow traffic from CommandCentral.

6.7.1 Agency and User Setup

The Customer's agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user.

6.7.1.1 Motorola Responsibilities

- Use the CommandCentral Admin tool to establish Customer and Customer's agency(s) within the CommandCentral cloud platform. This activity is completed during the order process.
- Provision agency's CommandCentral initial users and permissions.

6.7.1.2 Customer Responsibilities

- Identify a System Administrator(s).
- Ensure all System Administrators complete the LXP CommandCentral Admin training.
- Use the CommandCentral Admin Console to set up CommandCentral administration and user passwords, and provision agency's CommandCentral users and permissions.

6.7.1.3 Motorola Deliverable

Initial agencies and users have been configured.

6.7.2 CloudConnect Installation and Configuration

Your agency(s) and CommandCentral users must be provisioned within the CommandCentral cloud platform using the CommandCentral Admin Console. The provisioning process allows the agency(s) to define the specific capabilities and permissions of each user. Remotely complete the installation of CommandCentral Connector to include networking, firewall and load-balancer configurations.

6.7.2.1 Motorola Responsibilities

- Create CommandCentral Agencies
 - Production Agency Use the Customer's existing agency if available or create a new Agency if needed.
 - Non-Production Agency New CommandCentral Agency for the non-production CommandCentral Connector to facilitate software evaluation and training.
- Remotely install CommandCentral Connector on the follow Flex environments:
 - Primary Production
 - Disaster Recovery Production
 - Hosting Site Non-Production (Training or Staging)
- Verify network connectivity and test connection between Flex and CommandCentral.

6.7.2.2 Customer Responsibilities

Provide a network path from the Flex firewall to the internet.

 Open the firewall ports or FQDNs specified by Motorola to facilitate connectivity between CommandCentral Connector and the Cloud Services.

- Provide an external internet connection to a Network Time Protocol (NTP) source of NIST or Google.
- Provide an internet connection with capacity, as stated in in the Networking Guide provided by Motorola Solutions, to support the operations of all Motorola hybrid solutions.
- Participate in Cloud Agency configuration and testing.

6.7.2.3 Motorola Deliverable

CloudConnect Virtual Machine configuration is complete.

6.7.3 CloudConnect Workstation Configuration

6.7.3.1 Motorola Responsibilities

- Verify remote access to workstation(s).
- Request IP address to target workstation(s).
- Configure contracted CommandCentral workstation(s).

6.7.3.2 Customer Responsibilities

- Provide a dedicated delivery point for receiving, inventory, and storage of equipment.
- Receive and inventory contracted equipment (reference equipment list).
- Perform physical installation of the CommandCentral Solution workstations. Connect to power and network. Assign IP addresses for the network.
- Give assigned IP addresses of target workstation(s) to Motorola.
- Provide remote access to the CommandCentral Solution workstation(s).

6.7.4 CommandCentral Provisioning

Motorola will discuss industry best practices, current operations environment, and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

6.7.4.1 Motorola Responsibilities

 Using the CommandCentral Admin Console, provision users, groups, and rules based on your Active Directory data.

6.7.4.2 Customer Responsibilities

- Supply the access and credentials to your Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

6.7.5 Client Installations

6.7.5.1 Customer Responsibilities

• Need to validate the RAM capacity and the hard drive space based on Motorola requirement.

6.7.5.2 Motorola Deliverables

Installation Guide.

6.7.6 Assist Map CloudConnect Installation and Configuration

6.7.6.1 Motorola Responsibilities

- Verify remote access capability.
- If Motorola is providing hardware, perform physical installation of the Cloud Anchor Server on existing equipment rack, connect to power and network, and assign IP addresses for the network.
- Remotely configure CloudConnect Virtual Machine within the Cloud Anchor Server.
- Configure network connectivity and test connection to the CloudConnect Virtual Machine.

6.7.6.2 Customer Responsibilities

- If Customer is providing hardware, install Cloud Anchor Server in Customer's existing equipment rack and conduct a power on test demonstrating its availability to Motorola to commence with software installation and configuration activities.
- Give Motorola two static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

6.7.6.3 Completion Criteria

CloudConnect Virtual Machine configuration is complete.

6.7.7 Cloud Enablement

The Cloud component of this solution is made up of three different Cloud applications: Alert, Collaborate and Link.

Alert is a cloud-based mass notification platform that enables you to send critical information and alerts to employees and the public via text, voice calls and email. Link is a comprehensive event management platform that enables streamlined communication and coordination for 9-1-1 agencies, particularly during high-pressure incidents and emergencies. Collaborate is a secure and interoperable situational awareness solution that enables enhanced 9-1-1 response by sharing data and automating workflows between dispatchers, first responders, and emergency personnel.

6.7.7.1 Motorola Responsibilities

- Configure agency specific alerts, workflows, and protocols
- Integrate Link with your current CAD system.
 - Integration of Link with Flex CAD will occur during deployment, as defined in the Project Schedule.
- Implementation and configuration of Smart 911 data with your 9-1-1 system (only applicable if agencies are currently leveraging the Smart911 feature and it is already installed and operational in their current 9-1-1 system).

6.7.7.2 Customer Responsibilities

- Provide requested access to systems, data, and personnel to assist in Motorola's enablement of Cloud applications.
- Participate with Motorola in configuration of alerts, protocols and workflows to enable knowledge transfer of Cloud solution management.

Smart911® - Access critical person information, including health and emergency contact information.

NOTE: Smart911 must be purchased separately. If customer has Smart911, they will have access to Smart911 data in the assist map.

6.8 Business Process Review (BPR)

The purpose of the BPR is to review the contracted software with your project team. Unless otherwise noted the remote review will be scheduled over up to three (3) concurrent business days. The Motorola Application Specialist will coordinate the delivery of the BPR. The BPR is a focused discussion regarding related operational policies, workflows, and data entry standards. Your policies and current workflow will assist Motorola in consulting with you on ways in which to optimize system configuration.

You are responsible for developing data entry standards and policies to ensure users enter data correctly and in conformity with quality assurance expectations. At the BPR, Motorola will provide and explain sample data entry standards as a starting point for the Customer. You will need to revise the sample standards to meet its specific needs. Once standards are established, you will be expected to formalize the policy as standard operating procedure for data entry tasks and share the agency data entry standards with Motorola prior to the start of end user training. Motorola will incorporate the data entry standards into end user training.

Motorola will conduct a single BPR session to review workflow and forms with the Customer. You will assemble a group of representatives from the host and user agencies (as applicable) to review existing paper forms and manual reports that may be eliminated, or require modification by the Customer, as a result of assuming operation of the Motorola system. Additionally, the review session provides Motorola and the Customer the opportunity to review current operational processes identifying opportunities for you to streamline or modify processes in order to optimize the functionality of the Motorola system. The BPR session can be conducted during any three (3) consecutive business days Monday through Friday 8:00 a.m. to 5:00 p.m. local Customer time.

The Customer is responsible for engaging and obtaining input from stakeholders that affect provisioning decisions made by the Customer.

The BPR agenda includes items such as:

- Business Process Review Survey Responses.
- Overview of the contracted Product.
- Provisioning processes.
- Agency and Discipline Information (Role Type, # of Personnel, shift types).
- User Permissions/Security Groups.
- Interface Field Mapping Provisioning.
- · Code Tables.
- · Workflows.
- Available Reports.
- Role-based Training Recommendations.
- Additionally for CAD deployments, discuss:
 - Agency data gathering (includes incident types, unit status codes, dispositions, unit IDs, and personnel).
 - Dispatcher/Responder workflow (incident creation to closure).
 - Recommended units and/or Response Plans.
 - Notifications and Status Monitors.

6.8.1.1 Motorola Responsibilities

- Provide the BPR Agenda/Workbook prior to the meeting.
- Conduct a Product overview demonstration.
- Review the documented business processes and provide configuration options.
- Review the completed BPR Workbook.
- Conduct the BPR session.

6.8.1.2 Customer Responsibilities

- Review the BPR Agenda/Workbook prior to the meeting.
- Schedule applicable resources for remote interview sessions.
- Provide resources knowledgeable in your business processes to provide relevant documentation on the workflow and operating procedures.
- Provide required information to complete the BPR, such as personnel information, workflow configuration and agency logo (if desired by the Customer).
- Review the completed BPR Workbook.
- Share the agency data entry standards with Motorola.

6.8.1.3 Motorola Deliverables

Completed BPR Workbook.

NOTE: Any features and or functionalities that are not chosen upon initial implementation may be added at a later point in time. However, Customer understands and agrees that additional integration costs and/or hardware charges may apply if such features and/or functionality are added later.

6.9 Base System Interfaces and Integration

The installation, configuration, and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured as reviewed during the Project Kickoff. Integrated functionality between Motorola developed products will be completed through the software installation and provisioning activities described herein. Integration activities that have specific requirements will be completed as outlined in this SOW.

6.9.1 Interface Deployment

Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. You are responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

6.9.1.1 Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the System Description and reviewed during the Interface Planning Session.
- Validate each interface can transmit and/or receive data in accordance with the System Description.

6.9.1.2 Customer Responsibilities

- Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.
- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.
- Provide network connectivity between Flex and the third-party systems.

6.9.1.3 Motorola Deliverables

Contracted Interfaces.

6.9.2 Integration Activities

Proprietary processes enable the transfer and receipt of data between Motorola systems.

6.9.2.1 Motorola Responsibilities

Establish and validate connectivity between the Motorola systems.

- Validate each system can transmit and/or receive data.
- Enable the Data Exchange API (DEX) and on-board your third-party vendor via the partner program, if/as contracted.

6.9.2.2 Customer Responsibilities

- Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between the Motorola systems.
- Work with your third-party vendor to sign up for the partner program. Participation in the Partner
 program is not included in this offer and is a post contract purchase. If purchased, Motorola will
 provide the instructions to signup, post, contract if purchased.
- Cover any license fees access to the DEX API or participation in the Advanced Partner Program not included in the contract.

6.9.3 Federal National Incident Based Reporting System (NIBRS)

Crime reporting functionality is delivered as part of the software delivery task and is provisioned through the provisioning activities outlined in this SOW. Given the critical nature of crime reporting, the following supplemental tasks are provided for emphasis:

6.9.3.1 Motorola Responsibilities

- Deliver the NIBRS reporting capability.
- Collaborate with you to understand any provisioning parameters that may be or are impacting NIBRS submission acceptance in the event of an initial failed submission.
- Delivery Motorola NIBR Training class 503-V.

6.9.3.2 Customer Responsibilities

- Maintain code tables to account for any requirements necessary to be compliant with state specific reporting requirements, changes or additions, as required by the State.
- Initiate a NIBRS submission to the State.
- Resolve any provisioning issues impacting State submission acceptance.

6.9.4 Reports

Motorola will deliver the standard reports library and, unless specifically contracted, has not included the effort to develop any Customer-specific or Customer-defined reports.

6.9.5 Interface Validation

The objective of Interface Validation is to verify that the installed interfaces perform in accordance with the user experience as reviewed during the Interface Planning Session.

Motorola is not responsible for issues arising from lack of engagement of third-party and/or Customer resources to perform work required to enable/provision and/or configure an interface to a third-party system, or troubleshooting any issues on your third-party systems.

Interfaces that cannot be tested due to connectivity issues to external systems or the unavailability of your third-party system will be demonstrated to show that Motorola's portion of an interface is enabled to send and/or receive data that supports the user experience. In such cases, Motorola demonstrating the elements within Motorola's control will constitute a successful demonstration and completion of the demonstration task.

6.9.5.1 Motorola Responsibilities

- Conduct Interface Validation demonstration.
- Develop a Remediation Plan for anomalies that do not align with Motorola's stated user experience.
- Manage the Remediation Plan and take Motorola remediation actions.

6.9.5.2 Customer Responsibilities

- Provide access to a resource with access to the interfacing system to validate functionality.
- Witness the execution of the demonstration and acknowledge successful completion.
- Participate in the documentation of anomalies and work with Motorola to develop remediation action(s).
- Coordinate and manage your remediation actions.

6.9.5.3 Motorola Deliverable

- Completed Interface Validation Results.
- Remediation Plan (as applicable).

6.10 Future Migration

During the term of the subscription, you may opt to transition to Motorola's full cloud CAD | RMS suite. Exercising this option will limit scope to all functionality contained in the full cloud CAD | RMS suite base offer and all available cloud add-on subscription and services that are equivalent to your onpremises functional entitlements, at the time of full cloud suite adoption.

Professional services associated with provisioning and/or training end users on Motorola's full cloud CAD | RMS suite will be available at an additional price.

6.11 Application Monitoring by Solutions II

6.11.1 Description of Services

The Application Monitoring and Update services include monitoring of the Motorola Flex Application and operating system updates on one virtual machine and do not include any system administration or remediation services for the system being monitored and updated. Any assistance provided by Solutions II, as part of the Application Monitoring service is limited to informing the Agency of problems and issues detected by monitoring.

Solutions II staff will monitor and provide update services for the following components as detailed in below in this description of services.

- I. One (1) virtual machine running the Spillman Flex application
 - a. Operating System updates
 - b. Solutions II Flex Application Monitoring
 - I. Database Monitoring
 - II. Web Interface Monitoring
 - III. Tomcat Service Monitoring
 - c. Operating System performance monitoring
 - I. CPU
 - II. Memory
 - III. File System
- 2. One (1) virtual machine running the Test Spillman Flex application
 - a. Operating System updates
 - c. Operating System performance monitoring
 - I. CPU
 - II. Memory
 - III. File System

Ten (10) hours of pre-paid support per year is available for work scheduled at least 1 week in advance, and performed during the hours of 8am to 5pm, Monday – Friday. After hours and weekend work scheduled at least 1 week in advance will consume pre-paid hours at a rate of 1.25 pre-paid hours per 1 hour of actual work performed. Any unscheduled or emergency work will consume pre-paid hours at a rate of 1.5 pre-paid hours per 1 hour of actual work performed.

Pre-paid support hours are intended for critical support services on the infrastructure supporting the Spillman Flex application and are not a suitable replacement for regular system administration.

- 1. Support may be used for critical support services on the following infrastructure supporting Spillman Flex application.
 - A. HPE, Dell, Cisco and Lenovo servers.
 - B. VMware vSphere and vSAN software.
 - C. OS administration on virtual machines supporting the Spillman Flex application.
- 2. Support will be scheduled in advance for a mutually agreed upon date and time. If urgent help is needed and cannot be scheduled in advance, Solutions II will engage on a "best effort" basis and After Hour rates may apply.
- 3. Remote access will be achieved via WebEx or similar mechanism under oversight of the Agency's designated representative.

4. Unused Support will expire at the termination date of the contract.

Solutions II shall be responsible for performing all tasks necessary to provide the following services listed below as part of this service. The frequency that tasks are performed depends on the type of task and how critical the task is to maintain system availability. Tasks will generally fall under the following categories and are performed at the listed frequencies.

Monitoring: Monitoring is a non-disruptive automated task that runs continuously and is maintained as needed to ensure issues are detected and resolved as quickly as possible.

Operating System Patches and Updates to the Flex Server: Scheduled and performed quarterly unless a critical update is identified. Services will be performed according to industry best practices to address security issues, add needed functionality or to improve the ability of Solutions II to support the environment.

Patches, Updates, Upgrades and System Administration for all other hardware and software is not included with this service.

6.11.2 Infrastructure Monitoring

- 1. Application Monitoring of the Spillman Flex application
 - A. Database service and logs
 - B. Tomcat and Interfaces server service and logs
 - C. Web Interface
- 2. Other Monitoring on the Primary and Test Flex Servers
 - A. OS performance and resource usage

6.11.3 System Administration Services

- 1. Flex Server Operating System Updates
 - A. Quarterly scheduled upgrades and patches of the operating system running the Spillman Flex application, with the assumption the Agency's environment is licensed for and can support the desired OS version.
 - B. Emergency patching of the Operating System running the Spillman Flex application to address vulnerabilities with a CVSS 3.0 severity of "Critical" and that have been identified by Motorola or Solutions II to affect the environment.

Any out of scope or additional work associated with the customers environment will draw from pre-paid support.

6.11.4 Reporting

- Application Monitoring Reports Available with the Application Monitoring and Full Managed Services
 - A. Automated reports generated as required by the Agency
 - i. Application Database
 - ii. Tomcat Application Server
 - iii. Web Interfaces

- 2. Flex Server OS Health Report
 - A. Automated reports generated as required by the Agency
 - i. Virtual Machine CPU and memory utilization
 - ii. File system capacity and useage

6.11.5 Agency Responsibilities

Solutions II's performance is dependent upon Motorola and the Agency for fulfillment of their responsibilities, at no charge to Solutions II. Any delay in performance of these responsibilities may result in additional charges and/or delay of the completion of the services. Such additional charges and/or delay will be handled in accordance with the change order procedure.

Motorola will ensure the Agency is aware of and complies with the following responsibilities:

- The Agency will provide the network infrastructure and access required for Solutions II to deliver the Monitoring Services in scope.
- The Agency will provide a Windows Server virtual machine with adequate resources to deploy a monitoring collector. The Windows Server VM will require at least 2 vCPU, 2GB of free memory and 75GB of free storage.
- 3. The Agency will ensure all systems to be monitored by Solutions II are operational and stable prior to Launch.
- 4. The Agency will ensure that all systems to be monitored by Solutions II are covered by a valid support contract with the appropriate vendor, and such coverage will be maintained throughout the term of this SOW with Solutions II.
- 5. The Agency is responsible for obtaining and maintaining all necessary licensing for the environment.
- 6. Tasks will be performed through a combination of coordination via telephone, email, or other remote means as appropriate and as mutually agreed.
- 7. The Agency will provide the following technical and management resources to participate in the implementation and ongoing support of Solutions II's Services.
 - A. An authorized contact who will be responsible for approving business or technical changes (for example, approving access or maintenance activities).
 - B. Authorized contacts with physical access to hardware being managed by Solutions II that can assist with simple tasks that must be performed onsite (for example, checking status lights on hardware or plugging in network connections).
- 8. The Agency will notify Solutions II when conducting work that may have an impact on the monitored environment.
- 9. The Agency will perform environment remediation as recommended by Solutions II during the Agency environment readiness assessment and throughout the term of the contract.
- 10. The Agency is responsible for maintaining any infrastructure outside of the environment which affects the delivery of Monitoring Services.
- 11. Infrastructure components (hardware and software) must meet the vendor's minimum requirements for any upgrade or patch to be installed. If the vendor's minimum requirements are not met, Solutions II and the Agency may mutually agree to move forward with the change, based on additional information available at the time.

- 12. The Agency does not have any business or regulatory requirements that prohibit services to be performed by individuals other than they must be legally authorized to work in the United States.
- 13. In the event Solutions II provides training and/or support services to Client or Agency via Solution II's or Client's or Agency's video conference service ("Video Support"), Client and/or Agency shall have the right to request that Solutions II record and make available to Client or Agency the Video Support if it is provided through Solutions II's service, or may record the Video Support directly if it is provided through Client's or Agency's service, in each case solely for Client's or Agency's internal use and not for release to any third parties or the public. Client and Agency acknowledges that the Video Support may include discussions of proprietary and confidential information belonging to Solutions II or Client or Agency and that Client and Agency shall be solely responsible for, and shall indemnify Solutions II for, any damages or other costs resulting from Client's or Agency's statements made during the Video Support or the disclosure of any confidential or proprietary information by Client or Agency and eithers of their employees or representatives, including any damages resulting from Client's or Agency's or eithers of their employees' or representatives' social media posts.
- 14. The Agency has no requirement pertaining to the location or jurisdiction where remote services are to be performed.

6.12 Existing Product Breakdown

Description		Term		
Flex	Flex			
Core Integration				
HUB MAINTENANCE - STANDARD 24x7	1	5 YEAR		
Resource Management				
LICENSES & PERMITS MAINTENANCE - STANDARD 24x7	1	5 YEAR		
VEHICLE IMPOUND MAINTENANCE - STANDARD 24x7		5 YEAR		

Description		Term
Flex		
Computer-Aided Dispatch (CAD)		
FLEX CAD MAINTENANCE - STANDARD 24x7	1	5 YEAR
FLEX CAD MAPPING MAINTENANCE - STANDARD 24x7		5 YEAR
FLEX RAPID NOTIFICATION MAINTENANCE - STANDARD 24x7		5 YEAR
FLEX PREMISES AND HAZMAT MAINTENANCE - STANDARD 24x7	1	5 YEAR
AUTOCITE INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR

Description		Term
HIPLINK PAGING INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
PHOENIX G2 INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
QUICKEST ROUTE INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
E911 INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
ZOLL EPCR INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR
RESPONSE PLANS MAINTENANCE - STANDARD 24x7	1	5 YEAR
STATELINK MAINTENANCE - STANDARD 24x7	1	5 YEAR

Description	Quantity	Term		
Flex	Flex			
Mobile Data Computing				
FLEX MOBILE STATE & NATIONAL QUERIES MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX MOBILE VOICELESS CAD MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX MOBILE AVL AND MAPPING MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX MOBILE RECORDS MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX MOBILE FIELD REPORT AND INTERVIEW MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX MOBILE FIELD ARREST FORM MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX MOBILE PREMISES AND HAZMAT MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX TOUCH MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX DRIVERS LICENSE SCANNING MAINTENANCE - STANDARD 24x7	1	5 YEAR		
Records Management System (RMS)				
FLEX LAW RECORDS MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX IBR MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX IMAGING MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX EVIDENCE MANAGEMENT - STANDARD 24x7	1	5 YEAR		
FLEX EVIDENCE AND BARCODING MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX PIN MAPPING MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX TRAFFIC INFORMATION MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX EQUIPMENT MAINTENANCE - STANDARD 24x7	1	5 YEAR		
FLEX OFFENDER TRACKING MAINTENANCE - STANDARD 24x7	1	5 YEAR		
COMPSTAT MANAGEMENT MAINTENANCE - STANDARD 24x7	1	5 YEAR		
OFFICER PRODUCTIVITY MAINTENANCE - STANDARD 24x7	1	5 YEAR		
CA STATE CRASH FORM 555 MAINTENANCE - STANDARD 24x7	1	5 YEAR		
DATAWORKS INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR		
COPLOGIC INTERFACE MAINTENANCE - STANDARD 24x7	1	5 YEAR		
DATA REPLICATION MAINTENANCE - STANDARD 24x7	1	5 YEAR		

Description		Term
COMMANDCENTRAL EVIDENCE - STANDARD 24x7	1	5 YEAR
ADDITIONAL SERVER SUPPORT – STANDARD 24x7	1	5 YEAR

6.13 Flex Plus-Subscription Offer Comparison

Comparison Matrix	Existing	Plus	Add On	
CAD Functionality				
Flex Hub	Х	Х		
CAD	Х	Х		
Imaging	Х	Х		
Rapid Notification 2.0		Х		
Data Replication		Х		
CAD Mapping	Х	Х		
Esri ArcGIS licenses		Х		
Alarm Tracking and Billing	Х	Х		
Premises and Hazmat Information	Х	Х		
Motorola ASTRO Radio Location integration		Х		
Response Plans		Х		
Quickest Route		Х	Х	
Esri ArcGIS high-availability CAD mapping environments			Х	
CAD Management Dashboard			Х	
CompStat Management Dashboard			Х	
Records Management Functionality				
Law Records	X	Х		
IBR	X	Х		
Evidence Barcode and Auditing	X	Χ		
Evidence Management	X	Х		
Offender Tracking	Х	Х		
Personnel Management	Х	Х		
Traffic Information	Х	Х		
Pin Mapping	Х	Х		
Demographic Summary		Х		
Civil Process		Х		
Fleet Maintenance		Х		
Inventory Management		Х		
Licenses and Permits		Х		
Pawned Property		Х		
Vehicle Impound		Х		

Comparison Matrix	Existing	Plus	Add On
Equipment Maintenance	Х	Х	
Premises Inspections			Х
Mobile CAD Functionality			1
Mobile Voiceless CAD	Х	Х	
Mobile AVL and Mapping	Х	Х	Х
Mobile Premises and Hazmat		Х	Х
Flex Touch	Х	Х	
Mobile RMS Functionality			
Mobile Records	Х	Х	
Driver's License Scanning	Х	Х	
Return Sharing		Х	
Mobile Arrest form	Х		Х
Mobile Field Report With Field Interview	Х		Х
Mobile Warning form			Х
Jail Functionality			
Jail Management	Х	Х	
Inmate Tracking		Х	
Cell Check		Х	
Disciplinary Actions		Х	
Inmate Tracking		Х	
Livescan	Х	Х	
Civil Process		Х	
Commissary Management			Х
Cloud Hybrid Functionality			•
Internal text, email, and voice alerting for PSAP communication		Х	
CAD inter-agency data sharing		Х	
Proximity alerting based on event and location		Х	
Automated intelligent workflows for incident and task management		Х	
Private premises information access		Х	
Map and event monitor of 9-1-1 calls, CAD incidents and panic button alerts		Х	
Additional 9-1-1 data through RapidSOS		Х	
Additional map location or device package integrations including: radios, body cameras, in-car video, drones, smartphone apps, LPR, cameras and AVL-equipped vehicles		Х	
Managed Services			
Software maintenance		Х	
Remote technical support		Х	
24/7 network monitoring with SOC support to find and respond to threats		Х	

Flex Subscription Offer Statement of Work



Comparison Matrix	Existing	Plus	Add On
24/7 SOC identification and prevention of cyber threats on CAD endpoints			Х
GIS Managed Services			Х
Remote SAA-as-a-Service through Reliable Administration			Х
Server replacement and support through Solutions II			Х

This list is not exhaustive. Flex has dozens of third-party interfaces, as well as state-specific forms and modules, all available as an add on to your Flex subscription. Check with your Motorola Solutions sales representative for a comprehensive list of functionality, supported integration types and specific compatible vendors.

Section 7

Proposal Pricing

Motorola is pleased to provide the following products and services to Visalia Police Department.

7.1 Flex Subscription Pricing

Year	Description	Price
July 1, 2026 – June 30, 2027	Flex Subscription Plus, Application Monitoring	\$235,539.86
July 1, 2027 – June 30, 2028	Flex Subscription Plus, Application Monitoring	\$242,044.86
July 1, 2028 – June 30, 2029	Flex Subscription Plus, Application Monitoring, Maintenance, Linux Server Migration	\$250,344.86
July 1, 2029 – June 30, 2030	Flex Subscription Plus, Application Monitoring, Maintenance	\$242,044.86
July 1, 2030 – June 30, 2031	Flex Subscription Plus, Application Monitoring, Maintenance	\$242,044.86
Grand Total 5 Years (Tax Exclusive)		\$1,212,019.30

7.2 Customer Contact

INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name:	
Address:	
Phone:	
Email:	
The address	which is the ultimate destination where the Equipment will be delivered to Customer is:
Address:	
The Equipm nformation i	ent will be shipped to and/or services performed at the following address (insert if this is known):
Name:	
Address:	
Phone:	

7.4 Payment Milestones

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

Milestone	Milestone Detail	Percentage
1	Completion of Contract	20%
2	Delivery of applicable System Hardware and Application Software to Customer Site	35%
3	Installation of System Hardware at Customer Site	30%
4	Successful Completion of System Live Cut	10%
5	Final Acceptance	5%

For Maintenance and Support Plan and Subscription Based Services: Motorola will invoice Customer annually in advance of each year of the plan.

Motorola will invoice Customer annually in advance of each year of the plan, or as otherwise stated in the applicable addenda.

Section 8

Contractual Documentation

Motorola's Proposal is subject to the terms and conditions of the MCA and the Awareness Addendum (collectively, the Agreement). You may accept this Proposal by signing the attached Agreement and sending your order to your Motorola Public Safety Solutions Consultant listed below. Any purchase order should specifically reference "PO is subject to Motorola's proposal dated December 4, 2025, and the terms and conditions of the MCA and Awareness Addendum attached to Motorola's proposal."

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "MCA") is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("Motorola") and the entity purchasing Products (as defined below) from Motorola ("Customer"). Motorola and Customer will each be referred to herein as a "Party" and collectively as the "Parties". This Agreement (as defined below) is effective as of July 1, 2026.

1. Agreement.

- 1.1. <u>Scope: Agreement Documents</u>. This MCA governs Customer's purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an "Addendum", and collectively the "Addenda"). This MCA, the applicable Addenda, and Proposal collectively form the Parties' "Agreement".
- 1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

Definitions.

"Authorized Users" means Customer's employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

"Change Order" means a written amendment to this Agreement after the Effective Date.

"Communications System" is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

"Contract Price" or "Fees" means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

"Confidential Information" means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

"Customer Data" has the meaning given to it in the DPA.

"Customer-Provided Equipment" means components, including equipment and software, not provided by Motorola which may be used with the Products.

"Data Processing Addendum" or "DPA" means the Motorola <u>Data Processing Addendum</u> applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

- "Documentation" means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.
- "Equipment" means hardware provided by Motorola.
- "Equipment Lease-Purchase Agreement" means the agreement by which Customer finances all or a portion of the Contract Price.
- "Feedback" means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.
- "Integration Services" means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.
- "Licensed Software" means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.
- "Lifecycle Management Services" or "LMS" means upgrade services as set out in the applicable Proposal.
- "Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.
- "Motorola Data" means data owned by Motorola and made available to Customer in connection with the Products;
- "Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.
- "Non-Motorola Materials" means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.
- "Proposal" means solution descriptions, pricing, equipment lists, statements of work ("SOW"), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan ("ATP"); a "Payment" Form (Communications System purchase only); or a "System Acceptance Certificate" (Communications System only), depending on the Products purchased by Customer.
- "Products" or "Product" is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as "Products", or individually as a "Product").
- "Professional Services" are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.
- "Prohibited Jurisdiction" means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

- "Services" means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.
- "Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.
- "Service Use Data" has the meaning given to it in the DPA.
- "Site" or "Sites" means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.
- "Software-as-a-Service" or "SaaS" means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.
- "Software System" means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.
- "Subscription" means a recurring payment for Products, as set out in the Proposal.
- "Subscription Services" or "Recurring Services" means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.
- "**Term**" means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.
- 3. Products and Services.
- 3.1. <u>Products.</u> Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. "At any time during the Term, Motorola may substitute any Products at no cost to Customer, if Customer agrees that the substitute is substantially similar to the Products set forth in this Agreement. Agreement by Customer shall not be unreasonably withheld." All Licensed Software is provided pursuant to the terms of the <u>Software License Agreement</u>.
- 3.2. Services.
- 3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.
- 3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the Maintenance, Support and Lifecycle Management Addendum.
- 3.2.3. <u>Service Proposals</u>. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.
- 3.2.4. <u>Service Completion</u>. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.
- 3.2.5. Professional Services

- 3.2.5.1. <u>Additional Service Terms</u>. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, <u>Additional Services Terms</u> apply.
- 3.3. <u>Additional Product Terms</u>. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software

Drone related Products

Comparison Manager

Data licensed from Motorola

- 3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.
- 3.5. <u>Customer Obligations</u>. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.
- 3.6. <u>Documentation</u>. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.
- 3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.
- 3.8. <u>Authorized Users</u>. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.
- 3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

4. Term and Termination.

- 4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.
- 4.1.1. <u>Subscription Terms</u>. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the "Initial Subscription Period") and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a "Renewal Subscription Year"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "Subscription Term".) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.
- 4.2. <u>Termination</u>. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.
- 4.3. <u>Termination for Non-Appropriation</u>. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.
- 4.4. <u>Suspension of Services</u>. Motorola may promptly terminate or suspend any Products under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.
- 4.5. <u>Wind Down of Subscription</u>. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.
- 4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.
- 4.7. <u>Equipment.</u> In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the

discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of \$1,212,019.30 excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

- 5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.
- 5.3. <u>Taxes</u>. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.
- 5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.
- 5.5. <u>Payment.</u> Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future deliveries of Products if Customer fails to make any payments when due.

- 5.6. Inflation Adjustment. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).
- 5.7. As it applies to the Subscription Based Services, if: (a) Purchasing Entity chooses early termination at any time within the term of the Agreement or (b) Motorola terminates the Agreement for cause, then the Customer shall pay to Motorola, within thirty (30) calendar days after such termination, an amount equal to 50% of the annually recurring charges as set forth in the pricing schedule for years 2-4 of the term of the Agreement.

Notwithstanding anything to the contrary, any up-front fees set forth in a pricing schedule are non-refundable. Up-front fees are the payments for the PremierOne/Flex (or applicable solution) Hardware and System Software, Organizational Change Management and Implementation Services as identified in the ordering document and payment milestones

5.8.	INVOICING AND SHIPPING ADDRESSES.	Invoices will be sent to the Customer at the	following address:

Name:
Address:
Phone:
E-INVOICE. To receive invoices via email:
Customer Account Number:
Customer Accounts Payable Email:
Customer CC (optional) Email:
The address which is the ultimate destination where the Equipment will be delivered to Customer is: Name:
Address:
The Equipment will be shipped to the Customer at the following address (insert if this information is known):
Name:
Address:
Phone:

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

5.9. <u>Delivery, Title and Risk of Loss.</u> Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment

and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.

Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

- 5.10. <u>Delays</u>. Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.
- 5.11. <u>Future Regulatory Requirements</u>. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.
- 5.12. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.
- 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.
- 6.1. <u>Access to Sites</u>. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.
- 6.2. <u>Site Conditions</u>. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.
- 6.3. <u>Site Issues</u>. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 Sites**; **Customer-Provided Equipment**; **Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.
- 6.4. <u>Customer-Provided Equipment</u>. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola)

will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

- 6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials with the Products.
- 6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).
- 6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's <u>terms and conditions</u> will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.
- 6.8. <u>End User Licenses.</u> Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain <u>third party flow-down terms</u> applicable to Motorola Products may apply.
- 6.9. <u>Prohibited Use.</u> Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.
- 6.10. <u>API and Client Support.</u> Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

7.1. <u>Mutual Representations and Warranties</u>. Each Party represents and warrants to the other Party that (a) it has the right to enter into, and execute, the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

- 7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "Warranty Period").
- 7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.
- 7.4. SaaS. SaaS Products do not qualify for the System Warranty above.
- 7.5. Motorola Warranties Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.
- 7.6. Motorola Warranties Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.
- 7.7. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.
- 7.8. <u>Pass-Through Warranties</u>. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.
- 7.9. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND

SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLECT; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

- 8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this Section 8.1 General Indemnity are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.
- 8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.
- 8.2.1. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).
- 8.2.2. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product with any products or materials not provided by Motorola; (c) a Product designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product by a party other than Motorola; (e) use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim

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extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

- 8.2.3. This **Section 8.2 Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.
- 8.3. Customer Indemnity. To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

9. **Limitation of Liability.**

- 9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES. THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.
- 9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

IN ADDITION TO THE FOREGOING EXCLUSIONS FROM DAMAGES, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH SOFTWARE-AS-A-SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- 9.3. <u>Statute of Limitations</u>. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the Customer is or should have discovered the accrual of the cause of action or claim.
- 10. **Confidentiality.**
- 10.1. <u>Confidential Information</u>. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's <u>Confidentiality Terms</u> apply to information shared between the Parties.
- 11. Proprietary Rights; Data; Feedback.
- 11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

- 11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.
- 11.3. <u>Feedback</u>. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.
- 11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

- 12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with Beneficial Use deemed to occur thirty days after functional demonstration if not otherwise defined in the Proposal.
- 13. Force Majeure; Delays Caused by Customer.
- 13.1. <u>Force Majeure</u>. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
- 13.2. <u>Delays Caused by Customer</u>. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).
- 14. **Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):
- 14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.
- 14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this Section 14.2 Negotiation; Mediation will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with Section 14.3 Litigation, Venue, Jurisdiction below.
- 14.3. <u>Litigation, Venue, Jurisdiction</u>. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. **General.**

15.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products complies with law (including privacy laws), and Customer will obtain any FCC, FAA, and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products. Motorola may, at its discretion, cease providing or otherwise modify Products (or any terms related thereto in an Addendum or Proposal), in order to comply with any changes in applicable law.

- 15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.
- 15.3. <u>Assignment and Subcontracting</u>. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.
- 15.4. <u>Waiver</u>. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
- 15.5. <u>Severability</u>. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
- 15.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.
- 15.7. <u>Third-Party Beneficiaries</u>. The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

- 15.8. <u>Interpretation</u>. The section headings in this Agreement are included only for convenience The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
- 15.9. <u>Notices</u>. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.
- 15.10. <u>Cumulative Remedies</u>. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
- 15.11. <u>Survival</u>. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 Customer Obligations; Section 4.6 Effect of Termination or Expiration; Section 5 Payment and Invoicing; Section 7.9 Warranty Disclaimer; Section 7.10 Additional Warranty Exclusions; Section 8.3 Customer Indemnity; Section 9 Limitation of Liability; Section 10 Confidentiality; Section 11 Proprietary Rights; Data; Feedback; Section 13 Force Majeure; Delays Caused by Customer; Section 14 Disputes; and Section 15 General.
- 15.12. Entire Agreement. This Agreement, including all Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this MCA as of the Effective Date.

Motorola Solutions, Inc.	Customer:
Ву:	Ву:
Name:	Name:
Title:	Title:
Date:	Date:

Situational Awareness Data Sharing Agreement Addendum

THIS AGREEMENT is made by and between Motorola and Customer, and will be subject to and governed by the terms of the MCA. This Agreement is among those public entities that utilize various types of Situational Awareness Data (as hereinafter defined) to support for emergency planning, response, and mitigation of all types of hazards. The purpose of this Agreement is to define the conditions for sharing of Situational Awareness Data sharing amongst the Parties, other public safety entities and third-party vendors.

A. RECITALS

WHEREAS, the Parties to this Agreement utilize various types of geospatial data, sensor data, imagery data, resource location services and computer aided dispatch information;

WHEREAS, the Parties desire to share these various types of Situational Awareness Data with their public safety partners through a solution provided by Motorola Mobile Safety;

WHEREAS, the sharing of these types of Situational Awareness Data supports the effective and efficient response to all types of public safety emergencies and hazards;

WHEREAS, the sharing of these types of Situational Awareness Data supports civilian and first responder safety; and

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and conditions contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

B. DEFINITIONS.

- 1. "Situational Awareness Data" is defined as follows: emergency resource location, emergency incident details, 9-1-1 caller location, computer aided dispatch incident record details and/or incident management detail.
- 2. "Party" or "Parties" are the public entities that are a current signatory to this Agreement.

C. TERM.

This Agreement shall become effective upon execution by the Parties and shall be binding upon all Parties hereto, until such time as the Parties agree to amend or terminate the Agreement. Any modification shall be set forth in writing and be signed by the Parties. If any Party determines to no longer participate in this Agreement, the terms of this Agreement will continue to apply to historical data collected while the departing Party was a participant.

D. OBLIGATIONS OF THE PARTIES.

- 1. The Parties shall maintain their Situational Awareness Data in accordance with local, State and Federal regulations.
 - 2. The Parties shall each maintain and support their own technology systems that support the Situational Awareness Data sharing.
 - 3. The Parties shall ensure that all credentialed users with access to the Motorola solutions and shared data subject to this Agreement are an employee or a contractor of a public entity and that their position includes a

public safety responsibility and a need for access to the shared data. The Parties will ensure that credentialed users maintain best practices for cyber security requirements.

- 4. The Parties understand that portions of the data are deemed "For Official Use Only," and shall be kept confidential in accordance with local policies and regulations.
- 5. The Parties understand and agree that the Situational Awareness Data may be collectively displayed in an agency's version of the Motorola Solution while providing public safety. It will also be incidentally visible to other vendors providing necessary services and infrastructure support.
- 6. The Parties understand and agree that the Situational Awareness Data subject to this Agreement may be extended to other third-party applications that are utilized by the Parties as needed while providing public safety.
- 7. The Parties shall not extend data sharing to other persons or entities that are not a Party to this Agreement without the written permission of the data owner.

E. DATA USE AND DISCLOSURE.

- 1. Sharing of Information. Each Party authorized the release of information residing in Motorola's Solution to the other Parties as permitted by law. A Party that does not want certain information made available to another Party or available for rules-based processing is responsible for ensuring that the information is not included in the data transfer to Motorola. A Party that wants certain data to be made available to other parties but wants to have a different data set available for their own visualization and rules process in Motorola is responsible for ensuring the proper configuration in Motorola to not allow sharing of that specific data set.
- 2. Limitation on Information Sharing. Information contributed by each Party shall be shared with or released only to other specifically designated Parties. Only authorized employees who have an approved login and password ("Authorized Users") will be allowed to access or use the information in Motorola. Each Party is responsible for keeping the authorized users in Motorola current.
- 3. Each party shall use reasonable efforts to insure the completeness and accuracy of its source data.
- 4. Any Situational Awareness Data from other public safety agencies or private companies that may be obtained from data sharing applications shall only be used in the performance of each Party's ascribed duties for the safety of the public, and the Parties will not utilize said data for gain, either personal or corporate, other than that gain which is considered to be allowed to be made on behalf of public agencies. The Parties shall not use said data to obtain any perceived advantage or be used against any other Party to this Agreement.
- 5. A Party's data will not be used, shared, published, or released without that Party's written consent.
- 6. Public Records Act requests will be referred to the respective Party whose data is being requested for handling and response and, if appropriate, will provided directly from the Parties source systems. Information in Motorola Solution's in confidential and is not subject to public disclosure except as required by law.
- 7. Legal Obligations to Release. In the case where data release is required by law (e.g., search warrant or court order), the Party being required to turn over data will notify any other respective Agency whose data is included in the mandated release and provide a courtesy copy of data prior to release.

F. UNDERSTANDING ON ACCURACY OF INFORMATION

Accuracy and timeliness of Information. Agencies agree that the data maintained in Motorola's Solutions consists of information assumed to be accurate and updated near-real time by participating agencies. Agency Parties will participate in several testing sessions to validate and ensure that its information is accurate; however, data inaccuracies can arise for multiple reasons (e.g. entry errors, misinterpretation, incorrect data mapping rules, etc). It shall be the responsibility of the Agency requesting or using the data to confirm the accuracy and timeliness of the information with the Source Agency before taking any action.

G. LIABILITY

DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, Motorola, ITS AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "Motorola PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS ADDENDUM (WHETHER UNDER Motorola'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF Motorola HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE Motorola PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE ADDENDUM WILL NOT EXCEED THE TOTAL FEES PAID FOR THE THIRD-PARTY DATA CONNECTOR. IF THE COST OF THE THIRD-PARTY DATA CONNECTOR IS PROVIDED AS A RECURRING FEE, THEN THE TOTAL AGGREGATE LIABILITY SHALL NOT EXCEED THE AGGREGATE FEES FOR THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

ADDITIONAL EXCLUSIONS. NOTWITHSTANDING ANY OTHER PROVISION OF THIS ADDENDUM, Motorola WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO Motorola, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-Motorola CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SUBSCRIPTION SOFTWARE OR SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF THE THIRD-PARTY DATA CONNECTOR BY ANY PERSON OTHER THAN Motorola; (F) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (G) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; OR (H) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SUBSCRIPTION SOFTWARE OR SERVICES.

Otherwise, each Party is solely responsible for any all claims (including without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgements, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) ("Claims") of every kind and nature whatsoever, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement, including the use or alleged or actual misuse of the Solutions offered by Motorola, its officers, agents or employees.

H. DISCLAIMER.

Motorola, its subcontractors, subsidiaries and other affiliates disclaim any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to the Third-Party Data Connector and any sharing or transfer of Customer Data with the Third-Party Agency.

IN WITNESS WHEREOF, this Agreement is executed by the Parties named below, acting by and through the Administrator or his designee.

Motorola Solutions, Inc.	Visalia Police Department	
By:	By:	
Name:	Name:	
Title:	Title:	
Date:	Date:	
Agency:		
Name	Signature	
I HEREBY APPROVE the following form of the	e foregoing agreement this day of	_, 2025.