



## ***Dale County Commission***

### **Commission Meeting Minutes – June 22, 2021**

The Dale County Commission convened in a regular session Tuesday, June 22, 2021. The following members were present: Chairman Steve McKinnon; District Two Commissioner Donald O. Grantham; District Three Commissioner Charles W. Gary; and District Four Commissioner Frankie Wilson. Absent: District One Commissioner Chris Carroll

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Grantham opened with the Pledge of Allegiance. Commissioner Wilson followed with prayer.

#### **APPROVED – AGENDA**

Commissioner Gary made a motion to approve the agenda.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

#### **APPROVED – MEMORANDUM OF WARRANTS**

Commissioner Wilson made a motion to approve the following Memorandum of Warrants:

- Accounts Payable Check Numbers 90260-90359.
- Payroll Check Numbers: 154757-154757.
- Direct Deposit Check Numbers: 38733-38878.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

#### **APPROVED – JUNE 8, 2021 MINUTES**

Commissioner Gary made a motion to approve the Minutes of the Commission Meeting on June 8, 2021.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

**APPROVED - PERSONNEL**

Commissioner Wilson made a motion to approve the following:

- New Hire - Clee Peters – Deputy Sheriff/Security Guard – (VIII) - \$14.77 /hr.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

**APPROVED – MOTOROLA SERVICE AGREEMENT - SHERIFF**

Commissioner Gary made a motion to approve an one (1) year service agreement with Motorola for the Sheriff's communication system – Fund 050. See Exhibit 1. Also, the budget amendments as follows:

- 1) Expense increase for Fund 050, Sheriff Communication, \$71,890.61
- 2) Increase transfer from Fund 001, General, to Fund 050, \$71,890.61

Commissioner Grantham seconded the motion, all voted aye. Motion carried

**APPROVED – FINGERPRINT MACHINE MAINTENANCE - JAIL**

Commissioner Gary made a motion to approve the Indemia maintenance one-year agreement for the fingerprint machine for the Jail. See Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried

**APPROVED - REVISED ACCA IAC AGREEMENT**

Commissioner Grantham made a motion to approve the revised ACCA, Investing in Alabama Counties Program Maintenance and Support, Membership Agreement. See Exhibit 3.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

**APPROVED - MONEY MARKET ACCOUNT**

Commissioner Grantham made a motion to approve opening a money market account with Synovus Bank.

Commissioner Gary seconded the motion, all voted aye. Motion carried.

**OPEN BIDS - PISTOL RANGE BUILDING**

After opening bids, see Exhibit 4, Commissioner Wilson made a motion to table awarding of the bid.

Commissioner Grantham seconded the motion, all voted aye. Motion carried

**ANNOUNCEMENT – NEXT REGULAR MEETING**

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, July 13, 2021 at 10:00am.

**ADJOURNMENT: CONFIRMATORY STATEMENT**

Commissioner Wilson made a motion to adjourn the meeting. Commissioner Gary seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.

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**Steve McKinnon, Chairman**



# SERVICE AGREEMENT

500 W Monroe Street  
 Chicago, IL. 60661  
 (888) 325-9336

Quote Number : QUOTE-1377782  
 Contract Number: USC000021036  
 Contract Modifier: R01-DEC-20 14:42:52

Company Name: DALE COUNTY COMMISSION  
 Attn: ADMINISTRATOR CHERYL GANEY  
 Billing Address: 202 S HWY 123 STE C  
 City, State, Zip: OZARK, AL, 36360  
 Customer Contact: SHERIFF WALLY OLSON  
 Phone: 334-774-6025

Required P.O.:  
 Customer #: 1036822288  
 Bill to Tag #:  
 Contract Start Date: 01-Apr-2021  
 Contract End Date: 31-Mar-2022  
 Anniversary Day: Mar 31st  
 Payment Cycle: ANNUALLY  
 PO #:

Qty	Service Name	Service Description	Extended Amt
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$27,064.60
	LSV01S01109A	ASTRO SYSTEM ADVANCED PLUS PACKAGE FOR 4 RF SITES	\$44,826.01
		-- NETWORK MONITORING -- ONSITE SYS SUPPORT-STD -- PREVENTIVE MAINTENANCE LEVEL 1 -- REPAIR AND RETURN -- SYSTEM TECH SUPPORT -- ADVANCE EXCHANGE	

	Subtotal - Recurring Services		\$71,890.61
	Subtotal - One-Time Event Services	\$0.00	\$0.00
	<b>Total</b>		<b>\$71,890.61</b>

THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA





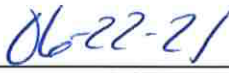
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Quote Number : QUOTE-1377782  
Contract Number: USC000021036  
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**SPECIAL INSTRUCTIONS:**

I received Statements of Work that describe the services provided on this Agreement. Motorola's Service Terms and Conditions, a copy of which is attached to this Service Agreement, is incorporated herein by this reference.

		
_____ AUTHORIZED CUSTOMER SIGNATURE	_____ TITLE	_____ DATE


_____ CUSTOMER (PRINT NAME)

_____ MOTOROLA REPRESENTATIVE(SIGNATURE)	_____ TITLE	_____ DATE
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Trinece Y Henry

_____ MOTOROLA REPRESENTATIVE (PRINT NAME)	_____ PHONE
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Company Name: DALE COUNTY COMMISSION  
 Contract Number: USC000021036  
 Contract Modifier: R01-DEC-20 14:42:52  
 Contract Start Date: 01-Apr-2021  
 Contract End Date: 31-Mar-2022



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### Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

#### Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

#### Section 2. DEFINITIONS AND INTERPRETATION

2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2 "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3 "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

#### Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

#### Section 4. SCOPE OF SERVICES

4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for these services.

4.2 If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3 If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4 All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5 Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6 If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7 Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this.

#### Section 5. EXCLUDED SERVICES

5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2 Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet, or the worldwide web, or for Equipment malfunction caused by the transmission medium.



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### Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

### Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

### Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service 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).

### Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### Section 10. DEFAULT/TERMINATION

10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2 Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term.

### Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.



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ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies not withstanding any contrary provision.

### Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1 This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2 Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

### Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1 Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information, or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2 Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3 This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

### Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

### Section 15. COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

### Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

### Section 17. GENERAL TERMS

17.1 If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2 This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3 Failure to exercise any right will not operate as a waiver of that right, power, or privilege.





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17.4 Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5 Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6 Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7 THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8 If Motorola provides Services after the termination or expiration of this Agreement, the terms, and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability, and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised June 16, 2018



# ASTRO 25 ADVANCED PLUS SERVICES STATEMENT OF WORK AND SUA II AGREEMENT

JANUARY 29, 2021

# DALE COUNTY, AL

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

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## SECTION

# ASTRO 25 ADVANCED PLUS SERVICES STATEMENT OF WORK

## 1.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Advanced Plus Services ("Advanced Plus Services") provide an integrated and comprehensive sustainment program for fixed end network infrastructure equipment located at the network core, RF sites, and dispatch sites. Advanced Plus Services do not include maintenance for mobile devices, portable devices, or network backhaul equipment.

Advanced Plus Services consist of the following elements:

- Network Event Monitoring.
- Remote Technical Support.
- Network Hardware Repair.
- On-site Infrastructure Response.
- Annual Preventive Maintenance.
- Network Updates.

Each of these elements is summarized below and expanded upon in Section 1.4. In the event of a conflict between the descriptions below and an individual subsection of Section 1.4, the individual subsection prevails.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the Services Agreement for maintenance services, Professional Services Agreement for security update and monitoring services, Communications System and Services Agreement ("CSSA") for Network Updates, or other applicable signed agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the Customer ("Customer"), and is subject to the terms and conditions set forth in the Agreement.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola Solutions' [Software Support Policy \("SwSP"\)](#).

### Network Event Monitoring

Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.



**Remote Technical Support**

Motorola Solutions will provide telephone consultation with specialists skilled at diagnosing and swiftly resolving infrastructure performance and operational technical issues requiring a high level of ASTRO 25 network experience and troubleshooting capabilities.

**Network Hardware Repair**

Motorola Solutions will repair Motorola Solutions-manufactured infrastructure equipment and select third-party manufactured infrastructure equipment supplied by Motorola Solutions. Motorola Solutions coordinates the equipment repair logistics process.

**On-site Infrastructure Response**

When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Customer's location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on pre-defined incident priority levels.

**Annual Preventive Maintenance**

Qualified field service technicians will perform proactive, regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

**Network Updates**

Periodically updates the Customer's ASTRO 25 system release software and includes hardware and implementation services necessary to complete the update. With this service, the Customer's system is kept current so that it is prepared to support the latest capabilities.

## 1.2 MOTOROLA SOLUTIONS SERVICE DELIVERY ECOSYSTEM

Advanced Plus Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, product repair depots, and MyView Portal. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues to restore the Customer's network to normal operations.

### 1.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service-related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with pre-defined response.

times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The CMSO coordinates with the field service organization that will serve the Customer locally.

## 1.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure response, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

## 1.2.3 Customer Support Manager

A Motorola Solutions Customer Support Manager ("CSM") will be the Customer's key point of contact for defining and administering services. The CSM's initial responsibility is to create the Customer Support Plan ("CSP") in collaboration with the Customer.

The CSP functions as an operating document that personalizes the services described in this document. The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, any tailored case priority level definitions, case handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises.

The CSP governs how the services will be performed and will be automatically integrated into this Statement of Work by this reference. The CSM and Customer will review and amend the CSP on a mutually agreed cadence so the CSP remains current and effective in governing the Advanced Plus Services.

## 1.2.4 Repair Depot

The Motorola Solutions Repair Depot provides the Customer with a central repair location, eliminating the need to send network equipment to multiple vendor locations for repair. All products sent to the Depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables Customer representatives to see repair status.

## 1.2.5 MyView Portal

Supplementing the CSM and the Service Desk as the Customer points of contact, MyView Portal is a web-based platform that provides network maintenance and operations information. The portal is accessed from a desktop, laptop, tablet, or smartphone web browser. The information available includes:

- Network Event Monitoring: Manage cases and view self-service reports. Observe incident details by incident priority level and track the progress of issue resolution.
- Remote Technical Support: Manage cases and view self-service reports. Observe incident details by incident priority level and track the progress of issue resolution.



- Network Hardware Repair: Track return material authorizations (“RMA”) shipped to Motorola Solutions’ repair depot and eliminate the need to call for status updates. In certain countries, customers will also have the ability to create new RMA requests online.
- Remote Security Update Service: View patch history and status of recently completed security updates.
- On-site Infrastructure Response: Manage cases and view self-service reports. Observe incident details by incident priority level and track the progress of issue resolution.
- Annual Preventive Maintenance: View case status and details of each annual change request for preventive maintenance, including completed checklist information for the case.
- Network Updates: View system status overview and software update information.
- Security Monitoring: Manage cases and view self-service reports. Observe incident details by incident priority level and track the progress of issue resolution.
- WAN Port Monitoring: Manage cases and view self-service reports. Observe incident details by incident priority level and track the progress of issue to resolution.
- Orders and Contract Information: View available information regarding orders, service contracts, and service coverage details.

The data presented in MyView Portal is provided to support the services described in the following sections, which define the terms of any service delivery commitments associated with this data.

## 1.3 CONNECTIVITY SPECIFICATIONS

The Advanced Plus Services package requires available internet connectivity provided by the Customer. A minimum connection of 2 Mbps is necessary to enable remote monitoring and update services.

## 1.4 ADVANCED PLUS SERVICES DETAILED DESCRIPTION

Due to the interdependence between deliverables within the detailed sections, any changes to or any cancellation of any individual section may require a scope review and price revision.

### 1.4.1 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for radio communications networks. Motorola Solutions uses a defined set of tools to remotely monitor the Customer’s ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident, which Centralized Managed Support Operations (“CMSO”) technologists acknowledge, assess, and initiate a defined response.

#### 1.4.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools (“MSST”) to detect events 24/7 as they occur, analyze them, and escalate them to the Network Operation Center (“NOC”). Incidents will be generated automatically based on the criteria shown in Table 1-1.





**Table 1-1: Alarm Threshold Rule Options for all Event Types**

Standard Threshold	Optional Threshold
An incident will be triggered if an event fulfills one of the two following criteria: \ Event occurs 5 times in 30 minutes. \ Event causes 10 minutes of continuous downtime for a monitored component.	An incident will be triggered if an event fulfills one of the two following criteria: \ Event occurs 7 times in 30 minutes. \ Event causes 15 minutes of continuous downtime for a monitored component.

The CMSO NOC agent assigns a priority level to incidents based on an incident's severity, then initiates a response in accordance with the Customer Handling Procedure ("CHP"). Depending on the incident, Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open: – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Case closure information.
- Site Arrival – Site arrival and exit process information.

The Customer will be able to access information on Network Event Monitoring activities via MyView Portal, including incident management reports. Any specific remediation and action notes from Motorola Solutions' CMSO or field service technicians will be available for the Customer to review as well.

Service Configuration Portal-Lite ("SCP-Lite"), accessed through MyView Portal, provides a read only view of the Customer's current service configuration, including site parameters, notification preferences, and dispatch information. If the Customer or Motorola Solutions make changes to the network, the updated information will be incorporated into SCP-Lite allowing the Customer a view of the ASTRO 25 radio network's state.

### 1.4.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with the times and priorities defined in Section 1.4.1.7: Engagement Matrix.

Network Event Monitoring is a globally provided service unless limited by data export control or other applicable local and regional regulations. Timeframes are based on the Customer's local time zone.

### 1.4.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 1.4.1.10: Monitored Elements.

### 1.4.1.4 Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Customer's communication network. Section 1.4.1.8: Connectivity Matrix describes available connectivity options.
- If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. The type of equipment and location of deployment is listed in Section 1.4.1.9: Motorola Solutions Owned and Supplied Equipment.
- Verify connectivity and event monitoring prior to system acceptance or start date.
- Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 1.4.1.7: Engagement Matrix.
- Remotely access the Customer's system to perform remote diagnosis as permitted by the Customer pursuant to Section 1.4.1.6: Customer Responsibilities.
- Create an incident, as necessary. Gather information to perform the following:
  - Characterize the issue.
  - Determine a plan of action.
  - Assign and track the incident to resolution.
- Provide the Customer with system configuration info, site info, system notifications, and system notes via MyView Portal.
- Cooperate with the Customer to coordinate the transition of monitoring responsibilities between Motorola Solutions and the Customer as specified in Section 1.4.1.6: Customer Responsibilities.
- If the Customer's technician designated in the CSP is Mobile OSS ("MOSS") enabled, the incident will be Automatically Dispatched to MOSS. Otherwise, the incident will be sent to the CMSO Service Desk.
- Maintain communication as needed with the Customer in the field until incident resolution.
- Provide available information on incident resolution to the Customer.

### 1.4.1.5 Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
  - Motorola Solutions will not monitor any elements outside of the Customer's ASTRO 25 network, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
  - Additional support charges above contracted service agreement fees may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
  - Monitoring of network transport, such as WAN ports, WAN cloud, and redundant paths, unless provided by supplemental service outside this standard scope.



### 1.4.1.6 Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager ("CSM").
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may include but is not limited to: installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Send system configuration change requests to Motorola Solutions' CSM via MyView Portal.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Allow Motorola Solutions' field service technician, if designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer's system upon request, when opening a request for service support, or when needed to enable response to a technical issue.
- Pay additional support charges above the contracted service agreements that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Contact Motorola Solutions to coordinate transition of monitoring when the responsibility for monitoring needs to be transferred to or from Motorola Solutions, as specified in pre-defined information provided in the Customer's CSP. An example of a transfer scenario is transferring monitoring from Motorola Solutions for network monitoring after normal business hours.
  - Upon contact, the Customer must provide Motorola Solutions with customer name, site ID, status on any open incidents, priority level of any open incidents, brief descriptions of any ongoing incident, and action plan for resolving those incidents.
- Acknowledge that incidents will be handled in accordance with the times and priorities as defined in Section 1.4.1.7: Engagement Matrix.

### 1.4.1.7 Engagement Matrix

Motorola Solutions responds to events based on the defined priority levels in Table 1-2:

**Table 1-2: Priority Levels**

Incident Priority	Definition	Engagement Times
<b>Critical</b>	<p><b>Core:</b></p> <ul style="list-style-type: none"> <li>⌘ Core server failures.</li> <li>⌘ Core link failure.</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>⌘ Entire simulcast not wide trunking.</li> <li>⌘ &gt;= 33% of sites/subsites down.</li> </ul> <p><b>AXS:</b></p> <ul style="list-style-type: none"> <li>⌘ Cluster site - two or more redundant server loss.</li> </ul>	Response provided <b>24 hours, 7 days a week</b> , including US Holidays.
<b>High</b>	<p><b>Consoles:</b></p> <ul style="list-style-type: none"> <li>⌘ Console positions down (&gt;= 33%).</li> <li>⌘ Console site link down.</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>⌘ &lt; 33% of sites/subsites down.</li> <li>⌘ &gt;= 33% of channels down.</li> </ul> <p><b>Conventional Channels:</b></p> <ul style="list-style-type: none"> <li>⌘ &gt;= 50% of conventional channels (CCGW) down.</li> </ul> <p><b>AXS:</b></p> <ul style="list-style-type: none"> <li>⌘ Cluster site - one server down but redundancy available.</li> </ul> <p><b>Devices:</b></p> <ul style="list-style-type: none"> <li>⌘ Site router/switch, GPS server down.</li> </ul>	Response provided <b>24 hours, 7 days a week</b> , including US Holidays.
<b>Medium</b>	<p><b>Consoles:</b></p> <ul style="list-style-type: none"> <li>⌘ Console positions down (&lt; 33% at a site).</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>⌘ &lt; 33% of channels down.</li> </ul> <p><b>Conventional Channels:</b></p> <ul style="list-style-type: none"> <li>⌘ Less than 50% of conventional channel down.</li> </ul>	Response provided Monday through Friday <b>8 a.m. to 5 p.m.</b> local time, excluding U.S. Holidays.
<b>Low</b>	Minor events and warnings in the system.	Response provided Monday through Friday <b>8 a.m. to 5 p.m.</b> local time, excluding U.S. Holidays.

1.4.1.8 Connectivity Matrix

Request connectivity eight weeks in advance of service start date.

**Table 1-3: Available Connectivity**

System Type	Available Connectivity	Set up and Maintenance
ASTRO@ 25	Internet VPN	Motorola Solutions
ASTRO@ 25	Ethernet	Motorola Solutions

1.4.1.9 Motorola Solutions Owned and Supplied Equipment

This table identifies equipment that Motorola Solutions will supply to support the network monitoring service for the duration of the service.

**Table 1-4: Motorola Solutions Owned and Supplied Equipment**

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

1.4.1.10 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CSP.

**Table 1-5: Monitored Elements**

Monitored Elements		
Active Directory	Enrichment Testing	Probe
Agent	Environmental	QUANTAR
AIS	ESX	Radio Interface
AMB	Exit Router	RDM
Application Server	Firewall	RFDS
APX Cloud Application	GAS Server	RGU
ATR	Gateway	RNG
AUC	Gateway Router	Router
Backup Server	Gateway Unit	RTU
Base Radio	GIS Server	SCOM Server
Call Processor	HSS	Short Data Router
CAM	Infrastructure (CHI CAM)	Site
Camera	Install Server	Statistical Server
CBSD	LAN Switch	Storage Networking
CCGW	Licensing Service	Switch
CEB	Link	Telephony
Channel	Load Balancer	TENSR
Client Station	Logging Recorder	Terminal Server
CommandCentral AXS dispatch console	Logging Replay Station	Timekeeper
Controller	MGEG	Training App
Conventional	Microwave	Training Database
Core	MME	TRAK
Core Router	MOSCAD Server	Trap Forwarder
Data Processing	Network Address	UCS

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Monitored Elements		
Database Server	Network Device	UEM
Data Warehouse Server	NTP	Virtual Machine
Device Configuration Server	OP	VMS
DIU	OSP	VPM
DNS	Packet Data Gateway	WSGU
Domain Controller	Physical Host Environmental	ZDS
DSC 8000 Site Controller	Physical Host Power and Network	Zone Controller
eNodeB	Power Distribution Unit	



## 1.4.2 Remote Technical Support

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola Solutions applies leading industry standards in recording, monitoring, escalating, and reporting for technical support calls from its contracted customers to provide the support needed to maintain mission-critical systems.

### 1.4.2.1 Description of Service

The CMSO organization's primary goal is Customer Issue Resolution ("CIR"), providing incident restoration and service request fulfillment for Motorola Solutions' currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is an integral part of the support and technical issue resolution process. The CMSO supports the Customer remotely using a variety of tools, including fault diagnostics tools, simulation networks, and fault database search engines.

Calls requiring incidents or service requests will be logged in Motorola Solutions' Customer Relationship Management ("CRM") system, and Motorola Solutions will track the progress of each incident from initial capture to resolution. This helps ensure that technical issues are prioritized, updated, tracked, and escalated as necessary, until resolution. Motorola Solutions will advise and inform Customer of incident resolution progress and tasks that require further investigation and assistance from the Customer's technical resources.

The CMSO Operations Center classifies each technical support request based on the Remote Technical Support priority level definitions outlined in Section 1.4.2.7. The response to a Remote Technical Support request is based on the Remote Technical Support priority level response goals outlined in Section 1.4.2.8.

This service requires the Customer to provide a suitably trained technical resource that delivers maintenance and support to the Customer's system, and who is familiar with the operation of that system. Motorola Solutions provides technical consultants to support the local resource in the timely closure of infrastructure, performance, and operational issues.

### 1.4.2.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, 7 days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with the assigned priority.

### 1.4.2.3 Inclusions

Remote Technical Support service will be delivered for Motorola Solutions sold infrastructure, including integrated third-party products.



#### 1.4.2.4 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-MSI-HELP) 24 hours per day, 7 days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to incidents and technical service requests in accordance with the response times set forth in Section 1.4.2.8: Remote Technical Support Priority Level Response Goals and the incident priority levels defined in the Section 1.4.2.7: Remote Technical Support Priority Level Definitions.
- Provide caller a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.

#### 1.4.2.5 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

#### 1.4.2.6 Customer Responsibilities

- Prior to contract start date, provide Motorola Solutions with pre-defined information necessary to complete Customer Support Plan ("CSP").
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes, but is not limited to, the name of contact, name of Customer, system ID number, site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to close of the incident.
- Acknowledge that incidents will be addressed in accordance with the response times and priorities defined in Section 1.4.2.7: Remote Technical Support Priority Level Definitions and Section 1.4.2.8: Remote Technical Support Priority Level Response Goals.
- Cooperate with Motorola Solutions, and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide Remote Technical Support.





- In the event that Motorola Solutions agrees in writing to provide supplemental Remote Technical Support to third-party elements provided by the Customer, the Customer agrees to obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.

### 1.4.2.7 Remote Technical Support Priority Level Definitions

The following priority level definitions will be used to determine the maximum response times of the incidents:

Incident Priority	Definition
<b>Critical</b>	<p><b>Core:</b></p> <ul style="list-style-type: none"> <li>∩ Core server failures.</li> <li>∩ Core link failure.</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>∩ Entire simulcast not wide trunking.</li> <li>∩ &gt;= 33% of sites/subsites down.</li> </ul> <p><b>AXS:</b></p> <ul style="list-style-type: none"> <li>∩ Cluster site - two or more redundant server loss.</li> </ul>
<b>High</b>	<p><b>Consoles:</b></p> <ul style="list-style-type: none"> <li>∩ Console positions down (&gt;= 33%).</li> <li>∩ Console site link down.</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>∩ &lt; 33% of sites/subsites down.</li> <li>∩ &gt;= 33% of channels down.</li> </ul> <p><b>Conventional Channels:</b></p> <ul style="list-style-type: none"> <li>∩ &gt;= 50% of conventional channels (CCGW) down.</li> </ul> <p><b>AXS:</b></p> <ul style="list-style-type: none"> <li>∩ Cluster site - one server down but redundancy available.</li> </ul> <p><b>Devices:</b></p> <ul style="list-style-type: none"> <li>∩ Site router/switch, GPS server down.</li> </ul>
<b>Medium</b>	<p><b>Consoles:</b></p> <ul style="list-style-type: none"> <li>∩ Console positions down (&lt; 33% at a site).</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>∩ &lt; 33% of channels down.</li> </ul> <p><b>Conventional Channels:</b></p> <ul style="list-style-type: none"> <li>∩ Less than 50% of conventional channel down.</li> </ul>
<b>Low</b>	Minor events and warnings in the system.

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### 1.4.2.8 Remote Technical Support Priority Level Response Goals

Response times are based on the following incident priority level definitions:

Incident Priority	Response Time
<b>Critical</b>	Motorola Solutions' CMSO will contact the Customer's technical representative within <b>one hour</b> of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided <b>24 x 7</b> .
<b>High</b>	Motorola Solutions' CMSO will contact the Customer's technical representative within <b>four hours</b> of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided <b>24 x 7</b> .
<b>Medium</b>	Motorola Solutions CMSO will contact the Customer's technical representative within <b>one business day</b> of the request for support being logged in the issue management system. Response provided Monday through Friday <b>8 a.m. to 5 p.m.</b> local time, excluding U.S. Holidays.
<b>Low</b>	Motorola Solutions CMSO will contact the Customer's technical representative by <b>the next business day</b> after the request for support being logged in the issue management system. Response provided Monday through Friday <b>8 a.m. to 5 p.m.</b> local time, excluding U.S. Holidays.

## 1.4.3 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions and select third-party infrastructure equipment supplied by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

### 1.4.3.1 Description of Service

Infrastructure components are repaired at Motorola Solutions-authorized Infrastructure Depot Operations ("IDO"). At Motorola Solutions' discretion, select third-party infrastructure may be sent to the original equipment manufacturer or third-party vendor for repair.

Network Hardware Repair is also known as Infrastructure Repair.

### 1.4.3.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations ("CMSO") organization Service Desk, which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online by contacting the Customer Support Manager ("CSM").

### 1.4.3.3 Inclusions

This service is available on Motorola Solutions-sold infrastructure components, including integrated third-party products. Motorola Solutions will make a commercially reasonable effort to repair Motorola Solutions manufactured infrastructure products after product cancellation. The post-cancellation support period of the product will be noted in the product's end-of-life ("EOL") notification.

### 1.4.3.4 Motorola Solutions Responsibilities

- Provide the Customer access to the CMSO Service Desk, operational 24 hours a day and 7 days per week, to request repair service.
- Provide repair return authorization numbers when requested by the Customer.
- Receive malfunctioning infrastructure components from the Customer and document its arrival, repair, and return.
- Conduct the following services for Motorola Solutions infrastructure:
  - Perform an operational check on infrastructure components to determine the nature of the problem.
  - Replace malfunctioning components.
  - Verify that Motorola Solutions infrastructure components are returned to applicable Motorola Solutions factory specifications.
  - Perform a box unit test on serviced infrastructure components.
  - Perform a system test on select infrastructure components.
- Conduct the following services for select third-party infrastructure:
  - When applicable, perform pre-diagnostic and repair services to confirm infrastructure component malfunctions and prevent sending infrastructure components with No Trouble Found ("NTF") to third-party vendor for repair.
  - When applicable, ship malfunctioning infrastructure components to the original equipment manufacturer or third-party vendor for repair service.



- Track infrastructure components sent to the original equipment manufacturer or third-party vendor for service.
- When applicable, perform a post-test after repair by Motorola Solutions, original equipment manufacturer, or third-party vendor to confirm malfunctioning infrastructure components have been repaired and function properly in a Motorola Solutions system configuration.
- Reprogram repaired infrastructure components to original operating parameters based on software and firmware provided by the Customer, as required in Section 1.4.3.6. If the Customer's software version and configuration are not provided, shipping will be delayed. If the repair depot determines that infrastructure components are malfunctioning due to a software defect, the repair depot reserves the right to reload these components with a different but equivalent software version.
- Properly package repaired infrastructure components.
- Ship repaired infrastructure components to Customer-specified address during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. Central Standard Time ("CST"), excluding holidays. Infrastructure component will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above-mentioned standard business hours or carrier programs, such as next flight out ("NFO"). In such cases, the Customer will be responsible for paying shipping and handling charges.

#### 1.4.3.5 Limitations and Exclusions

Motorola Solutions may return infrastructure equipment that is no longer supported by Motorola Solutions, the original equipment manufacturer, or a third-party vendor without repairing or replacing it. The following items are excluded from this service:

- All Motorola Solutions infrastructure components over the post-cancellation support period.
- All third-party infrastructure components over the post-cancellation support period.
- All broadband infrastructure components over the post-cancellation support period.
- Physically damaged infrastructure components.
- Third-party equipment not shipped by Motorola Solutions.
- Consumable items including, but not limited to, batteries, connectors, cables, toner or ink cartridges, tower lighting, laptop computers, monitors, keyboards, and mouse.
- Video retrieval from digital in-car video equipment.
- RF infrastructure and backhaul components, including but not limited to, antennas, transmission lines, antenna dehydrators, microwave line boosters, amplifiers, data talker wireless transmitters, short haul modems, combiners, multicouplers, duplexers, TTAs, UPS's, and test equipment.
- Racks, furniture, and cabinets. Non-standard configurations, customer-modified infrastructure and certain third-party infrastructure are excluded from advanced replacement service.
- Firmware or software upgrades.

#### 1.4.3.6 Customer Responsibilities

- Contact or instruct servicer to contact the Motorola Solutions CMSO organization and request a return authorization number prior to shipping malfunctioning infrastructure components.



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- Provide model description, model number, serial number, type of system, software and firmware version, symptom of problem, and address of site location for spare infrastructure components.
- Indicate if Motorola Solutions or third-party infrastructure components being sent in for service were subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding including or removing firmware and software applications on infrastructure components being sent in for service.
- In the event that the Customer requires repair of equipment that is not contracted under this service at the time of request, the Customer acknowledges that charges may apply to cover shipping, labor, and parts. Motorola Solutions and the Customer will collaborate to agree on payment vehicle that most efficiently facilitates the work, commensurate with the level of urgency that is needed to complete the repair.
- Properly package and ship the malfunctioning component, at the Customer's expense. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure it is not damaged in-transit and arrives in repairable condition.
  - Clearly print the return authorization number on the outside of the packaging.
- Maintain versions and configurations for software, applications, and firmware to be installed on repaired equipment.
- Provide Motorola Solutions with proper software and firmware information to reprogram equipment after repair unless current software has caused this malfunction.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide hardware repair services to the Customer.
- At the Customer's cost, obtain all third-party consents or licenses required to enable Motorola Solutions to provide the service.



### 1.4.3.7 Repair Process

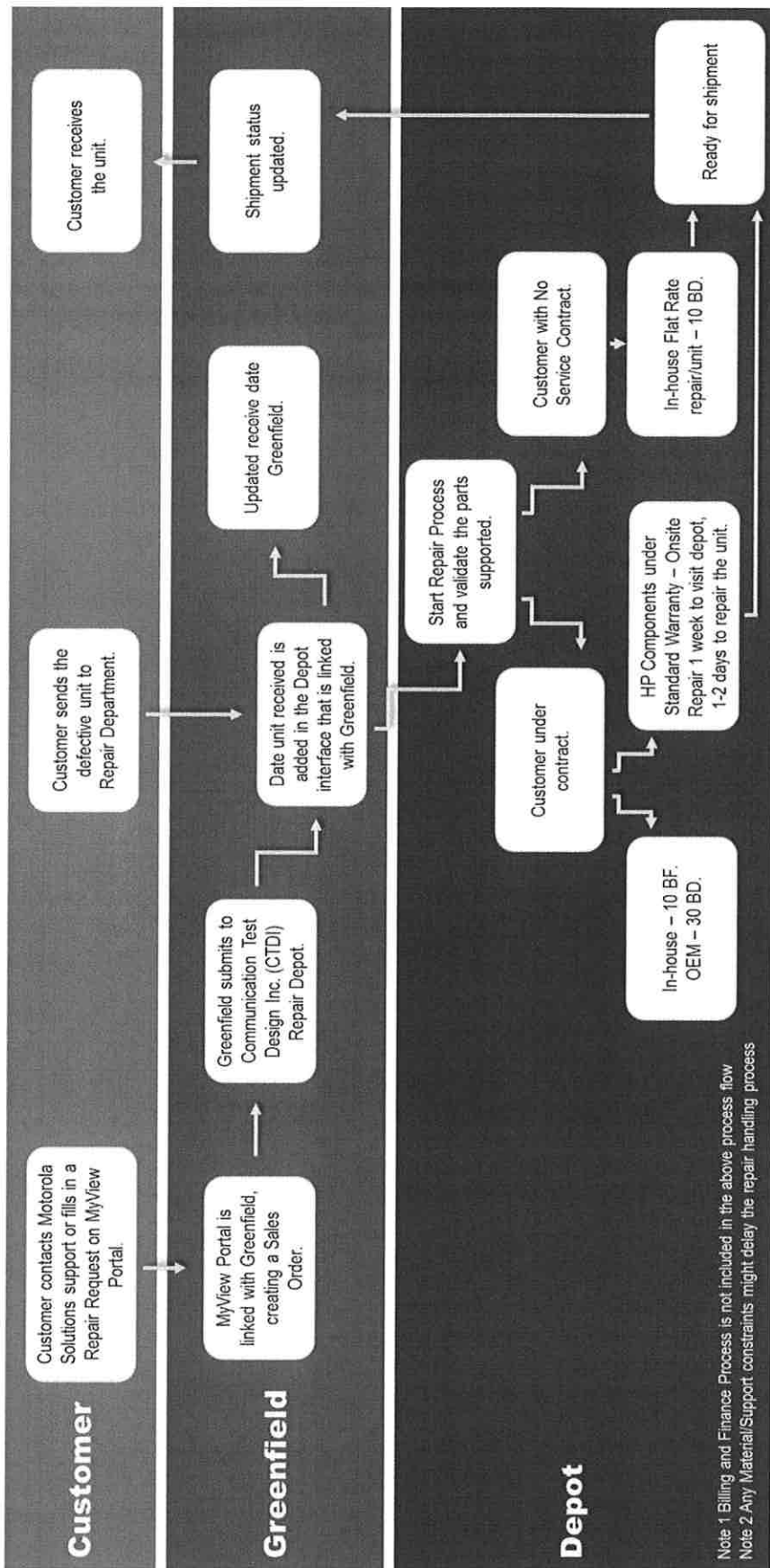


Figure 1-1: Repair Decision Process

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### 1.4.3.8 Advanced Replacement

As an addition to Hardware Repair service, Advanced Replacement is a repair exchange service for Motorola Solutions and select third-party infrastructure components supplied by Motorola Solutions. When available, Motorola Solutions will provide the Customer with advanced replacement units or Field Replacement Units (“FRU”) in exchange for the Customer’s malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipment and add that equipment to the depot’s FRU inventory after completing repairs.

Customers who prefer to maintain their own FRU inventory may request a “Loaner” FRU while their unit is being repaired. Refer to Figure 1-2 for details on the unit loan process.

#### 1.4.3.8.1 Added Motorola Solutions Responsibilities for Advanced Replacement

- Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU’s to the Customer upon request, subject to availability. The FRU will be an equipment type and version similar to the Customer’s malfunctioning component and will contain equivalent boards and chips.
- Load firmware and software for equipment that requires programming. The Customer’s software version information must be provided for the replacement FRU to be programmed accordingly. If the Customer’s software version and configuration are not provided, shipping will be delayed.
- Package and ship FRU from the FRU inventory to Customer-specified address.
  - Motorola Solutions will ship FRU as soon as possible, depending on stock availability and requested configuration. FRU will be shipped during normal operating hours of Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. Motorola Solutions will pay for the shipping to the Customer, unless the Customer requests shipments outside of standard business hours or carrier programs, such as weekend or next flight out (“NFO”) shipment. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending FRU to the Customer, provide a return air bill in order for the Customer to send the Customer’s malfunctioning component. The Customer’s malfunctioning component will become property of the Motorola Solutions repair depot or select third party replacing it, and the Customer will own the FRU.
  - For loaner equipment, Motorola Solutions will ship repaired infrastructure components to Customer-specified address during normal operating hours, Monday through Friday from 7:00 a.m. to 7:00 p.m. CST, excluding holidays. FRU will be sent using two-day air shipping unless the Customer requests otherwise. Motorola Solutions will pay for shipping unless the Customer requests shipments outside of the above-mentioned standard business hours or carrier programs, such as NFO. In such cases, the Customer will be responsible for paying shipping and handling charges.
  - When sending a loaner FRU to the Customer, Motorola Solutions will pay for outbound shipping charges. Inbound shipping to Motorola Solutions for repair will be the Customer’s responsibility. Motorola Solutions will repair and return the Customer’s component and provide a return air bill for the Customer to return the loaner FRU. Refer to Figure 1-2 for the loaner process, and Table 1-6 for shipping charge details.



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- Provide repair return authorization (“RA”) number upon Customer request to replace infrastructure components that are not classified as an advanced replacement or loaner FRU.
- Provide a repair RA number so that returned components can be repaired and returned to FRU stock.
- Receive malfunctioning components from the Customer, carry out repairs and testing, and return it to the FRU stock.

#### 1.4.3.8.2 Added Customer Responsibilities for Advanced Replacement

- Pay for Advanced Replacement or Loaner FRU shipping from Motorola Solutions repair depot if the Customer requested shipping outside of standard business hours or carrier programs set forth in Section 1.4.3.8.1. See Table 1-6 for shipping charge details.
- Properly package and ship the malfunctioning component using the pre-paid air-bill that arrived with the FRU. The Customer is responsible for properly packaging the malfunctioning infrastructure component to ensure that it is not damaged in transit and arrives in repairable condition. The Customer will be subject to a replacement fee for malfunctioning components returned improperly.
- Within five business days of receipt of the advanced replacement FRU from Motorola Solutions’ FRU inventory, properly package the Customer’s malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola Solutions’ repair depot for evaluation and repair. The Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. The Customer will be subject to a full replacement fee for FRU’s not returned within five business days.
- At the Customer’s expense and risk of loss, the Customer may send a malfunctioning Motorola Solutions or third-party infrastructure component for repairs before a replacement has been sent. In such cases, the malfunctioning component should be properly packaged and shipped to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.





1.4.3.8.3 Replacement Process for Advanced Replacement

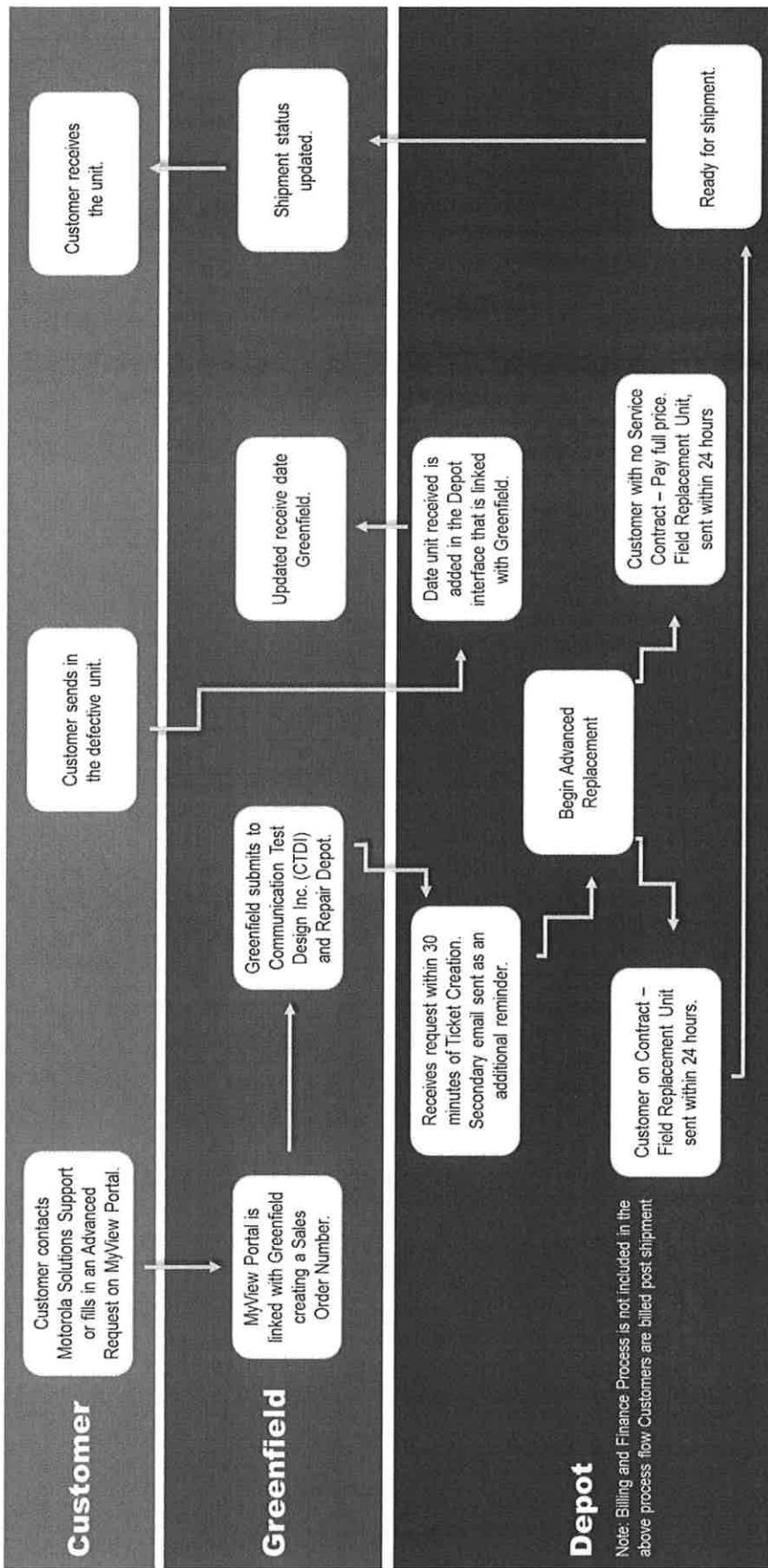


Figure 1-2: Advanced Replacement or Loaner Decision Process

**Table 1-6: Shipping Charges and Default Mail Service:**

Service	Advanced Replacement Charges Responsibility
Advanced Replacements (Normal Business Hours) Shipped FedEx Overnight or equivalent	Motorola Solutions
Loaner Shipping Outbound to Customer	
Loaner Repair and Return Shipping Outbound to Customer	
Advanced Replacements (Next Flight Out or Other)	Customer
Exchanges or Loaners Shipped Outbound to Customer by Non-Motorola Carrier*	
Loaner Repair Shipping Inbound to Motorola Solutions	
Loaner Installation Labor	

\*Motorola Solutions shipping carrier – FedEx.

## 1.4.4 On-site Infrastructure Response

Motorola Solutions' On-site Infrastructure Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations ("CMSO") organization in cooperation with a local service provider.

On-site Infrastructure Response may also be referred to as On-site Support.

### 1.4.4.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times.

The dispatched field service technician will travel to the Customer's location to restore the system based on priority levels defined in the Section 1.4.5.6: On-site Infrastructure Response Priority Level Definitions and response times defined in Section 1.4.5.7: On-site Infrastructure Response Priority Level Response Time Goals.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

### 1.4.4.2 Scope

On-site Infrastructure Response is available 24 hours a day, 7 days a week in accordance with Section 1.4.5.6: On-site Infrastructure Response Priority Level Definitions and Section 1.4.5.7: On-site Infrastructure Response Priority Level Response Time Goals.

### 1.4.4.3 Inclusions

On-site Infrastructure Response is provided for Motorola Solutions-sold infrastructure.

### 1.4.4.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure component, as supplied by the Customer.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.



- If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
- If required by the Customer's repair verification in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed, and the field service technician will be released.
- Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

#### 1.4.4.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:
  - Incident notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide the following information when initiating a service request:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technician with access to equipment.
- Supply infrastructure spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete, or system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees in writing to provide supplemental On-site Infrastructure Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.



### 1.4.4.6 On-site Infrastructure Response Priority Level Definitions

The following priority level definitions will be used to determine the maximum response times:

Incident Priority	Definition
<b>Critical</b>	<p><b>Core:</b></p> <ul style="list-style-type: none"> <li>⌘ Core server failures.</li> <li>⌘ Core link failure.</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>⌘ Entire simulcast not wide trunking.</li> <li>⌘ &gt;= 33% of sites/subsites down.</li> </ul> <p><b>AXS:</b></p> <ul style="list-style-type: none"> <li>⌘ Cluster site - two or more redundant server loss.</li> </ul>
<b>High</b>	<p><b>Consoles:</b></p> <ul style="list-style-type: none"> <li>⌘ Console positions down (&gt;= 33%).</li> <li>⌘ Console site link down.</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>⌘ &lt; 33% of sites/subsites down.</li> <li>⌘ &gt;= 33% of channels down.</li> </ul> <p><b>Conventional Channels:</b></p> <ul style="list-style-type: none"> <li>⌘ &gt;= 50% of conventional channels (CCGW) down.</li> </ul> <p><b>AXS:</b></p> <ul style="list-style-type: none"> <li>⌘ Cluster site - one server down but redundancy available.</li> </ul> <p><b>Devices:</b></p> <ul style="list-style-type: none"> <li>⌘ Site router/switch, GPS server down.</li> </ul>
<b>Medium</b>	<p><b>Consoles:</b></p> <ul style="list-style-type: none"> <li>⌘ Console positions down (&lt; 33% at a site)</li> </ul> <p><b>Sites/Subsites:</b></p> <ul style="list-style-type: none"> <li>⌘ &lt; 33% of channels down</li> </ul> <p><b>Conventional Channels:</b></p> <ul style="list-style-type: none"> <li>⌘ Less than 50% of conventional channel down</li> </ul>
<b>Low</b>	Minor events and warnings in the system

1.4.4.7 On-site Infrastructure Response Priority Level Response Time Goals

Customer's Response Time Classification is designated in the Customer Support Plan.

Incident Priority Level	Response Time
<b>Critical</b>	Within 4 hours from receipt of notification continuously
<b>High</b>	Within 4 hours from receipt of notification continuously
<b>Medium</b>	Within 8 hours from receipt of notification Standard Business Day, Hours (8 a.m. - 5 p.m. local time)
<b>Low</b>	Within 12 hours from receipt of notification Standard Business Day, Hours (8 a.m. - 5 p.m. local time)

Incident Priority Level	Premier Time
<b>Critical</b>	Within 2 hours from receipt of notification continuously
<b>High</b>	Within 2 hours from receipt of notification continuously
<b>Medium</b>	Within 8 hours from receipt of notification Standard Business Day, Hours (8 a.m. - 5 p.m. local time)
<b>Low</b>	Within 12 hours from receipt of notification Standard Business Day, Hours (8 a.m. - 5 p.m. local time)

## 1.4.5 Level 1 Annual Preventive Maintenance

### 1.4.5.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Customer's infrastructure equipment to monitor its conformance to specifications.

### 1.4.5.2 Scope

Annual Preventive Maintenance will be performed during standard business hours, unless otherwise agreed to in writing. After the service starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quotation will be provided. The Customer is responsible for any charges associated with unusual access requirements or expense.

### 1.4.5.3 Inclusions

Annual Preventive Maintenance service will be delivered for Motorola Solutions-sold infrastructure, including integrated third-party products, per the level of service defined in Section 1.4.5.7: Preventive Maintenance Tasks.

### 1.4.5.4 Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when a case requires more than the Annual Preventive Maintenance services described in this SOW and notify the Customer of an alternative course of action.
- Provide the Customer with a report in MyView Portal, or as otherwise agreed in the Customer Support Plan ("CSP"), comparing system performance with expected parameters, along with any recommended actions. Time allotment for report completion is to be mutually agreed.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Field service technician will perform the following on-site:
  - Perform the tasks defined in Section 1.4.6.7: Preventive Maintenance Tasks.
  - Perform the procedures defined in Section 1.4.6.8: Site Performance Evaluation Procedures for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure ("MOP") defined for each task.

### 1.4.5.5 Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.



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- Preventive maintenance for third-party equipment not sold by Motorola Solutions as part of the original system.
- Network transport link performance verification.
- Verification or assessment of Information Assurance.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

#### 1.4.5.6 Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location as described in equipment specifications, and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager ("CSM").
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

#### 1.4.5.7 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section.





<b>RF SITE CHECKLIST – 4 SITES</b>	
<b>Level 1 PM Checklist</b>	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
Trunking Site Controller Redundancy, ASTRO 25 Site Repeater only	Roll site controllers with no dropped audio.
PM Optimization Workbook (See Section 1.4.5.8 Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

1.4.5.8 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

<b>ASTRO 25 GTR ESS SITE PERFORMANCE</b>
<b>Antennas</b>
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
<b>FDMA Mode</b>
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
<b>TDMA Mode</b>
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

## 1.4.6 Network Updates – SUA II

### 1.4.6.1 Description of Service

The ASTRO 25 Network Updates service periodically provides updates to system software, with associated implementation services and hardware changes, to keep the overall ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

### 1.4.6.2 Scope

As system releases become available, Motorola Solutions agrees to provide the Customer with the software updates and implementation services necessary to maintain the ASTRO 25 system. If needed to perform the software updates, Motorola Solutions will provide updated and/or replacement hardware for covered components. System release updates, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola Solutions' option, new system releases may introduce new features or enhancements that Motorola Solutions may offer for purchase. These new features, available separately for purchase, are not part of the Network Update service.

As system releases become available, Motorola Solutions agrees to provide the Customer with the software, hardware, and implementation services required to execute up to one system infrastructure upgrade in each eligible update window over the term of this agreement. The term of the Network Updates service is listed in Table 1-7. The eligible update windows, and their duration, are illustrated in Table 1-8.

**Table 1-7: Network Updates Term**

<b>Duration:</b>	4 Year(s)
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**Table 1-8: Eligible Update Windows**

First Eligible Update Window	Second Eligible Update Window	Third Eligible Update Window	Fourth Eligible Update Window
<b>Duration:</b>	<b>Duration:</b>	<b>Duration:</b>	<b>Duration:</b>
TBD Based on AIRS_AL Upgrade schedule	TBD Based on AIRS_AL Upgrade schedule	TBD Based on AIRS_AL Upgrade schedule	TBD Based on AIRS_AL Upgrade schedule

To be eligible for recurring ASTRO 25 Network Updates, the ASTRO 25 system must be in the Standard Support Period as defined in Motorola Solutions' Software Support Policy ("SwSP").

The methodology for executing each Network Update is described in Section 1.4.7.4: Update Planning and Preparation through Section 1.4.7.7: Update Completion.

ASTRO 25 Network Updates pricing is based on the system configuration outlined in Section 1.4.7.11: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 Network Updates price adjustment.

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The price quoted for Network Updates requires the Customer to choose a certified system update path from the system release update chart referenced in Section 1.4.7.10: ASTRO 25 System Release Update Paths. Should the Customer elect an update path other than one listed in Section 1.4.7.10: ASTRO 25 System Release Update Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system update. In this case, Motorola Solutions agrees to provide a price quotation for any additional materials and services necessary.

### 1.4.6.3 Inclusions

ASTRO 25 Network Updates entitles the Customer to eligible past software versions for the purpose of downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

ASTRO 25 Network Updates makes available the subscriber radio software releases that are shipping from the factory during the Network Updates coverage period.

The Network Updates service covers ASTRO 25 certified software releases for the following products:

- Servers.
- Workstations.
- Firewalls.
- Routers.
- LAN switches.
- MCC 7100 Dispatch Consoles.
- MCC 7500 Dispatch Consoles.
- MCC 7500E Dispatch Consoles.
- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- DSC 8000 Site Controllers.
- GCM 8000 Comparators.
- Motorola Solutions logging interface equipment.
- PBX switches for telephone interconnect.
- NICE and Verint IP logging solutions (if purchased).

The following hardware components, if originally provided by Motorola Solutions, are eligible for full product replacement when necessary to support the system release update:

- Firewalls.
- Servers.
- Workstations.
- CommandCentral AXS Hub.
- Routers.
- LAN switches.
- PBX switches for telephone interconnect.

The following hardware components, if originally provided by Motorola Solutions, are eligible for board-level replacement when necessary to support the system release update. A "board-level replacement" is defined as any Field Replaceable Unit ("FRU") for the products listed below:



- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- GCM 8000 Comparators.
- MCC 7500 Dispatch Console Voice Processing Module.

The ASTRO 25 Network Updates does not cover all products. Refer to Section 1.4.7.8: Limitations and Exclusions for exclusions and limitations.

The ASTRO 25 Network Updates applies only to system release updates within the ASTRO 25 7.x platform.

#### 1.4.6.4 Update Planning and Preparation

All items listed in this section are to be completed at least 6 months prior to a scheduled update.

##### 1.4.7.4.1 Motorola Solutions Responsibilities

- Obtain and review infrastructure system audit data as needed.
- If applicable, identify additional system hardware needed to implement a system release, and determine if the Customer has added hardware that is not covered under this agreement.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the actual field update implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the system update.
- Assign program management support required to perform the certified system update. Prepare an overall project schedule identifying key tasks and personnel resource required from Motorola Solutions and Customer for each task and phase of the update. Conduct a review of this schedule and obtain mutual agreement of same.
- Assign installation and engineering labor required to perform the certified system update.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the update path elected. This training needs to be completed at least 12 weeks prior to the scheduled update. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola Solutions will provide this training only once per system.

##### 1.4.7.4.2 Customer Responsibilities

- Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release update and provide necessary information requested by Motorola Solutions to execute the update. Review update schedule and reach mutual agreement of same.
- If applicable, provide network connectivity at the zone core site(s) for Motorola Solutions to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola Solutions will provide the network connection specifications, as listed in Section 1.4.7.4.1: Motorola Solutions Responsibilities. Network connectivity must be provided at least 12 weeks prior to the



scheduled update. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the system release update.

- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the system release update when applicable. Upon reasonable request by Motorola Solutions, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the Network Updates service is included in Section 1.4.7.11: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the Network Updates service. The Customer may purchase these under a separate agreement.
- Participate in release impact training at least 12 weeks prior to the scheduled update. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

#### 1.4.6.5 System Readiness Checkpoint

All items listed in this section must be completed at least 30 days prior to a scheduled update.

##### 1.4.7.5.1 Motorola Solutions Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus updates have been updated on the Customer's system.

##### 1.4.7.5.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus updates to the Customer's system have been completed.

#### 1.4.6.6 System Update

##### 1.4.7.6.1 Motorola Solutions Responsibilities

- Perform system infrastructure update for the system elements outlined in this Statement of Work ("SOW").

##### 1.4.7.6.2 Customer Responsibilities

- Inform system users of software update plans and scheduled system downtime.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software update services.



#### 1.4.6.7 Update Completion

##### 1.4.7.7.1 Motorola Solutions Responsibilities

- Validate all certified system update deliverables are complete as contractually required.

##### 1.4.7.7.2 Customer Responsibilities

- Cooperate with Motorola Solutions in efforts to complete any post update punch list items as needed.

#### 1.4.6.8 Limitations and Exclusions

The Customer and Motorola Solutions agree that systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 Network Updates service unless otherwise agreed in writing by Motorola Solutions and included in this SOW.

Customer acknowledges that if the system has a Special Product Feature, that it may be overwritten by the software update. Restoration of that feature is not included in the coverage of this SOW.

The parties acknowledge and agree that the ASTRO 25 Network Updates does not cover the following products:

- MCC5500 Dispatch Consoles.
- MIP5000 Dispatch Consoles.
- E911 systems.
- MOTOBRIDGE solutions.
- ARC 4000 systems.
- Motorola Solutions Public Sector Applications Software ("PSA").
- Custom software, Computer-aided Dispatch ("CAD"), Records Management Software.
- Data radio devices.
- Mobile computing devices such as laptops.
- Non-Motorola Solutions two-way radio subscriber products.
- Genesis products.
- Point-to-point products, such as MPLS equipment, microwave terminals, and associated multiplex equipment.

ASTRO 25 Network Updates does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.

ASTRO 25 Network Updates service does not include repair or replacement of hardware or software that is due to defects that are not corrected by the system release, nor does it include repair or replacement of hardware defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software; or excessive wear and tear; or accidental damage, power surges, neglect, acts of God or other force majeure events.

Updates for equipment add-ons or expansions during the term of this ASTRO 25 Network Updates service are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola Solutions.



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Items that are consumed in the normal operation of the hardware are excluded, such as accessories. The Network Updates service excludes repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola Solutions has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or worldwide web, or for hardware malfunction caused by the transmission medium.

Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Platform migrations are the replacement of a product with the next generation of that product. Unless otherwise stated, platform migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 Network Updates coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 Network Updates coverage.

Any implementation services that are not directly required to support the certified system update are not included. Unless otherwise stated, implementation services necessary to provide system expansions, platform migrations, and/or new features or functionality that are implemented concurrently with the certified system update are not included.

#### 1.4.6.9 Special Provisions

Any Motorola Solutions software, including any system releases, is licensed to Customer solely in accordance with the applicable Motorola Solutions Software License Agreement. Any non-Motorola Solutions Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the copyright owner has granted to Motorola Solutions the right to sublicense the Non-Motorola Solutions Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola Solutions makes no representations or warranties of any kind regarding non-Motorola Solutions Software. Non-Motorola Solutions Software may include Open Source Software.

ASTRO 25 Network Updates coverage and the parties' responsibilities described in this SOW will automatically terminate if Motorola Solutions no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 Network Updates program. In either case, Motorola Solutions will refund to Customer any prepaid fees for ASTRO 25 Network Updates services applicable to the terminated period.

If the Customer cancels a scheduled update within less than 12 weeks of the scheduled on site date, Motorola Solutions reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.

The Network Updates annualized price is based on the fulfillment of the system release update in each eligible update window. If the Customer terminates, except if Motorola Solutions is the defaulting party, the Customer will be required to pay for the balance of payments owed in that eligible update window if a system release update has been taken prior to the point of termination.





### 1.4.6.10 ASTRO 25 System Release Update Paths

The update paths for standard ASTRO 25 system releases are listed in Table 1-9.

**Table 1-9: Certified Standard ASTRO 25 System Release Update Paths**

ASTRO 25 System Release	Certified Upgrade Paths
Pre-7.16	Upgrade to Current Shipping Release
7.16	7.18
7.17.X*	A2019.2; A2020.1
7.18	A2021.1
A2019.2	A2021.2
A2020.1	A2021.2

The update paths for high security ASTRO 25 system releases for federal deployments are described in Table 1-10.

**Table 1-10: Certified High Security ASTRO 25 System Release Update Paths**

ASTRO 25 High Security System Release	Certified Upgrade Paths
7.17.X*	A2020.HS
A2020.HS	A2022.HS

\* Includes planned incremental releases.

The release taxonomy for the ASTRO 25 7.x platform is expressed in the form "ASTRO 25 7.x release 20YY.Z". In this taxonomy, YY represents the year of the release, and Z represents the release count for that release year.

A20XX.HS enhances the ASTRO 25 System release with support for Public key infrastructure ("PKI") Common Access Card/Personal Identity Verification (CAC/PIV) and with Cyber Security Baseline Assurance.

- The most current system release update paths can be found in the most recent SMA bulletin.
- The information contained herein is provided for information purposes only and is intended only to outline Motorola Solutions' presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola Solutions reserves the right to make changes to the content and timing of any product, product feature, or software release.

### 1.4.6.11 System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 Network Updates price adjustment.

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Table 1-11: System Configuration

<b>Master Site Configuration</b>	
# of Master Sites	0
# of DSR Sites	0
<b>System Level Features</b>	
ISSI 8000 / CSSI 8000 - Total # of Servers (2 if redundant and/or DSR)	0
MOSCAD NFM RTU (typically 1 per site location)	0
MOSCAD NFM / SDM Clients	0
Network Management Clients	0
Unified Network Services (UNS) ex: POP25, Presence Notifier, Text Messaging, Outdoor Location, KMF/OTAR	0
Telephone Interconnect	0
InfoVista - Transport Network Performance Service (One per system)	0
<b>Security Configuration</b>	
Firewalls	0
Intrusion Detection Sensor (IDS)	0
Centralized Event Logging (SysLog)	0
Zone Core Protection (ZCP)	0
Radio Authentication	0
<b>RF Site Configuration</b>	
# of RF Sites	4
Simulcast Prime Sites (including co-located/redundant)	0
RF Sites (includes Simulcast sub-sites, ASR sites, HPD sites)	4
GTR 8000 Base Stations	13
HPD Base Stations	0
QUANTAR Base Stations	0
STR 3000 Base Stations	0
SmartX Site Converters	0
<b>Dispatch Site Configuration</b>	
# of Dispatch Sites	0
Gold Elite Consoles	0
MCC7500 Dispatch Consoles	0
MCC7100 Dispatch Consoles	0
MIP 5000 Dispatch Consoles	0
AIS	0
<b>Third Party Elements</b>	
NICE Logging recorders (IP, Telephony, or Analog)	0
Verint Logging recorders (IP, Telephony, or Analog)	0
MACH Alert FSA	0
Genesis Applications	0

