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USA

February 27, 2025

Lake County Sheriff's Office  
1220 Martin Street  
Lakeport, CA 95452

**Reference: Requests for Proposals In Car and Body Worn Camera Systems**

Dear Mary Beth Strong,

Motorola Solutions, Inc. ("Motorola") is pleased to provide the County of Lake ("County") with a proposal for In-Car and Body Worn cameras. As a strong ecosystem partner today in Land Mobile Radio and License Plate Recognition Solutions, Motorola is excited to have the opportunity to expand our partnership with the County. Motorola currently serves over 7,800 law enforcement agencies in the US and Canada with our suite of video technology and evidence management solutions, and we look forward to the opportunity to showcase the benefits of our products. Our proposal offers a solution that is tailored to the unique circumstances of the County and provides exceptional value by leveraging your previous investments and expanding the cohesiveness and information sharing of your technologies.

We are pleased to provide the following body-worn and in-car camera solution offer.

Motorola's offer is subject to its response to the County's solicitation, including all clarifications and exceptions, and the terms and conditions of the enclosed Motorola Solutions Customer Agreement, including all Addenda ("MCA"). This offer remains valid for a period of ninety (90) days from the date of this letter. The County may accept this offer by returning a signed copy of the MCA to Motorola.

Motorola will be pleased to address any concerns the County may have regarding the proposal and questions can be directed to Troy Sakaguchi, Regional Sales Manager at 657-447-9109 or [troy.sakaguchi@motorolasolutions.com](mailto:troy.sakaguchi@motorolasolutions.com). We thank you again for the opportunity to partner in your In Car and Body Worn Camera Systems procurement and look forward to working together to build a best-in-class solution that serves your public safety agents and your community

Sincerely,

Norberto Colon  
**VP MSSSI & Director of Sales**

Motorola Solutions, Inc.

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**Section 1**

# Company Profile

Motorola has provided an Executive Summary on the following pages.

# Lake County, CA

## In Car Video and Body Worn Camera Systems

February 27, 2025

Lake County seeks an in-car video (ICV) and body-worn camera (BWC) system to replace end-of-life equipment with modern technology that efficiently captures, stores, and manages video evidence. The system should be highly intuitive and easy to use, and should help the County meet its goals of providing community-oriented policing that keeps residents and visitors safe.

Motorola Solutions has the technology and the experience to help Lake County meet these goals. We are proposing our **M500 in-car camera** and **V700 body-worn camera**, and **VideoManager EL Cloud Digital Evidence System**. This system offers advanced capture capabilities and high-definition recording, with a digital evidence management solution that streamlines operations, so that officers can focus less on the details of technology and more on the work of law enforcement. We are also including **CommandCenter Aware** software, which unifies real-time data and video streams into a secure common operational view, increasing situational awareness and supporting informed, effective responses.

## Benefits to Lake County

The M500 and V700 cameras and VideoManager evidence system meet, and exceed, all capabilities listed in your RFP. In particular, we want to highlight the following benefits:

- The M500 and V700 are designed to work in the most challenging conditions, each with rugged hardware, ample triggers, and intuitive controls that ensure evidence is captured in critical moments – even if an officer forgets to deploy the camera.
- The M500 has a 1 TB automotive-grade solid-state hard drive for durability and reliability.
- The V700 has advanced battery technology, providing reliable power up to 16 hours and the capacity to swap batteries in the field.
- Both cameras feature Record-after-the-Fact™ technology, which enables events to be recovered from the system even if no recording was initiated.
- VideoManager is a secure, scalable, user-friendly system for managing digital evidence, with significant advantages:
- Capacity to integrate with wide spectrum of applications, including automatic integration with Motorola's Flex RMS and CommandCentral AWARE as well as integrations with other vendor software.
- Permissions-based hierarchy for post-recording review and redaction, including easy-to-use AI-based redaction function as well as editing and tagging capabilities.
- An audit trail feature to maintain a comprehensive chain of custody, including detailed tracking of access and actions, tamper-proof logs, user access controls and exportable audit reports.
- High-level security features, such as encryption both at rest and in transit, that comply with regulations and standards (including the CJIS).



# System integration with CommandCentral Aware

We are including in our proposal CommandCentral Aware, a powerful situational awareness software. CommandCentral Aware gives your personnel a seamless approach to organizing and analyzing data feeds. You can connect, view, and control real-time camera feeds from disparate video sources, organized the way you want, to provide additional eyes and ears on scene, regardless of the solution provider.

The integration of your body-worn cameras and in-car video will enable Lake County to:

## Maximize the power of your video

Realize unprecedented visibility of a scene with real-time and historical video including streaming in-car and fixed camera feeds in a single operational view with easy evidentiary tagging and storing.


## Improve situational awareness

Gain a complete view, with real-time V700 location and video, and receive activation alerts on the CommandCentral Aware map.

## Streamline workflows

Apply rules triggered by in-car video or body-worn location or activation to reduce visual clutter, remove unnecessary steps, and enhance focus of attention. Up to 90 days post-response, view a historical map that includes location data around a response, for training and future staging of resources and investigations to pair with video evidence.

# A strong partner in Motorola

 Motorola has been an innovator in communication technology since our founding as the Galvin Manufacturing Corporation in 1928. We pioneered the walkie-talkie and the police car radio, and for decades we've deployed our industry-leading Land Mobile Radio (LMR) networks, with over 13,000 systems implemented worldwide.

In 2011, we made a pivotal decision to spin off our consumer electronics division and bring our focus on safety and security to the forefront of all that we do. As Motorola Solutions, our singular mission is developing cutting-edge technology to support better safety services. We put our efforts and resources into developing a robust ecosystem of technology and services, and now nearly half of Motorola's revenue comes from video and access control solutions, command center software, recurring services, and cybersecurity offerings.

## Best-in-class video solutions

Video and video analytics are a key part of an effective public safety ecosystem. That is why Motorola expanded our portfolio with the acquisition of leading organizations in video security, including Avigilon (2018), Watchguard (2019), and Pelco (2020). Motorola has continued to develop these video solutions in order to provide our customers with technology that eases workflows and assists in the work of protecting people and property.

We currently have over five million cameras deployed across over 300,000 sites, including body-worn cameras, in-car cameras, and fixed video. Our work in the field has helped us to offer solutions that are specifically designed for our customers to reliably obtain and secure relevant video evidence. We are one of few vendors that offers video management in both cloud and on-premises versions. It is important to us that you have a solution that fits your unique needs.



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## Section 2

# Project Understanding and Approach

## 2.1 Mobile Video Products New System Statement of Work

### 2.1.1.1 Overview

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and County of Lake, CA (Customer) for the implementation of body camera(s), in-car video system(s) and the digital evidence management solution. For the purpose of this SOW, the term "Motorola" may refer to our affiliates, subcontractors, or certified third-party partners.

Note: Motorola understands that Customer will partner directly with a local installer who is certified in the installation of the M500 systems.

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from the SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer's time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola and its subcontractors are specifically listed in the Contract and referenced in the SOW. Services provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola's Master Customer Agreement and applicable addenda ("Contract").

### 2.1.1.2 Award, Administration, and Project Initiation

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola's Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer's PM. The status report will provide a summary of activities completed, activities planned, progress against the project

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

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred for the use of the alternate teleconferencing tool will be the responsibility of the Customer.

### 2.1.1.3 FBI-CJIS Security Policy – Criminal Justice Information

#### 2.1.1.3.1 CJIS Security Policy Compliance

Motorola does not believe our Mobile Video offerings (i.e., in-car/body cameras) require compliance with the FBI-CJIS Security Policy (CJISSECPOL) based upon the definition in Section 4 of the CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. The product design and features made available for configuration by the Customer will support good security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

#### 2.1.1.3.2 Personnel Security - Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section 5.12 Personnel Security requirements related to authorized personnel background screening when requested to do so by the Customer. Based on Section 5.12 Personnel Security, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access. Motorola employees will also have access to the Customer's network(s) and stored information. Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name-based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJIS Section 5.12 Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

#### 2.1.1.3.3 Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to those records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate the request at an additional cost.

#### 2.1.1.3.4 CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

### 2.1.1.4 Completion Criteria

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to

complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. The written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

#### 2.1.1.5 Subscription Service Period

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access. The provision and use of the subscription service is governed by the Contract. In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

#### 2.1.1.6 Project Roles and Responsibilities Overview

##### 2.1.1.6.1 Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola PM. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the educational process realize user adoption sooner and achieve higher levels of success with system operation.

The subsections below provide an overview of the Project Team Members.

#### **Project Manager (PM)**

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

## Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- Policy validation.
- System provisioning.

## System Technologist (ST)

The ST will work with the Customer's Project Team on:

- Configure Customer's evidence management system.
- Inspect installation and configure hardware devices.
- Provide instructions to Customer on the installation and configuration of hardware devices.
- Review hardware setup with Customer.
- Develop and submit a Trip Report to the Customer.

## Application Specialist (Technical Trainer)

The Application Specialist will provide training on-site or remote depending on the deployment services purchased by the Customer.

## Motorola-Certified Installer

A Motorola-certified installer is primarily responsible for installing in-car video systems (ICVs) into Customer vehicles. There are specific requirements the 3rd party partner must meet in order to be considered a Motorola-certified installer for ICVs, and they include the following:

- WTG0501 - M500 Vehicle Installation Certification (Remote) or WTG0503 - M500 Vehicle Installation Certification (Live)
- Needs to be renewed yearly.
- Needs to be submitted to the PM by the technician completing the installation no less than 30 days prior to the installation.
- WGD00186 - M500 Installation Overview and Quick Start (NA).
- Not required for installation. Available for the installing technician.
- WGD00177 - M500 In-Car Video System Installation Guide.
- Not required for installation. Available for the installing technician.
- MN010272A01 - M500 In-Car Video System Basic Service Manual.
- Not required for installation. Available for the installing technician.
- Review of any previous Motorola Solutions Technical Notifications (MTNs).

Other responsibilities the installer may be involved in include the installation of cellular routers or Access Points. These activities will only be completed by Motorola if Motorola quotes these services; otherwise, the completion of these services are the sole responsibility of the Customer.

## Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.



#### 2.1.1.6.2 Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

#### Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to, the following:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to the Motorola PM.
- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.

- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

## IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN, server and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

## Video Management Point of Contact (POC)

The Video Manager POC will educate officers on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its own creation and enforcement of Media Protection Policies and Procedures for any digital media created, extracted, or downloaded from the Video Manager system.

## Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

## Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with the Motorola team when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

### 2.1.1.6.3 General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, etc.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.

- Third-party installers must be certified through Motorola LXP for remote or in person installation training. The Customer will be responsible for work performed by non-certified installers.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Active participation of Customer SMEs during the course of the project.
- Electronic versions of any documentation associated with business processes identified.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s). Additional Customer responsibilities may be identified as necessary, depending on the scope of this project.

#### 2.1.1.7 Network and Hardware Requirements

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide Virtual Private Network (VPN) remote access for Motorola personnel to configure the system and conduct diagnostics.
- Provide Internet access to server(s).
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance. The workstations must support MS Windows 11 Enterprise.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support (if applicable).
- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

## 2.1.2 Project Planning

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

### 2.1.2.1 Project Planning Session

A Project Planning Session will be scheduled after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet prior to the Project Kickoff Meeting and review key elements of the project and expectations of each other. Dependent upon solutions purchased, the agenda will typically include:

- A high-level review of the following project elements:
  - Contract documents.
  - A summary of contracted applications and hardware purchased.
  - Customer's involvement in project activities to confirm understanding of scope and required time commitments.
  - A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

### Motorola Responsibilities

- Schedule the remote Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Provide the initial Project Schedule.
- Baseline the Project Schedule.
- Review Motorola's delivery approach and its reliance on Customer-provided remote access.
- Document mutually agreed upon Project Kickoff Meeting Agenda.
- Request user information required to establish the Customer in the Motorola LXP.

### Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

### Motorola Deliverables

- Project Kickoff Meeting Agenda.

### 2.1.2.2 Project Kickoff

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for successful implementation of the solution.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. Delay in completing the IT Questionnaire may delay shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

### Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss deployment start date and deliver Deployment Checklist.
- Discuss vehicle equipment installation activities and responsibilities.
- Discuss equipment inventory process.
- Discuss project team participants and their role(s) with fulfilling the obligations of this SOW.
- Review resource and scheduling requirements.
- Discuss Motorola remote system access requirements (24-hour access to a secured two-way Internet connection through the Customer's firewall for the purpose of deployment and maintenance).
- Discuss and deliver the Business Process Review (BPR) Workbook.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Discuss the LXP training approach.
- Provide designated Customer administrator with access to LXP.
- Review and agree on completion criteria and the process for transitioning to support.

### Customer Responsibilities

- Provide feedback on project delivery requirements.
- Review the Deployment Checklist.
- Review roles of project participants and identify decision-making authority.
- Provide VPN access to Motorola personnel to facilitate delivery of services described in this SOW.
- Validate non-disclosure agreements, approvals, and other related items are complete when applicable.
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information to the designated LXP Administrator(s).

### Motorola Deliverables

- Project Kickoff Meeting Minutes.
- BPR Workbook.
- Deployment Checklist.

### 2.1.2.3 Discovery Teleconference

During the Discovery Teleconference, Motorola will meet with the Customer to define system configuration, as well as, agency recording and retention policies. This information will be documented in the Business Process Review (BPR) Workbook, which is used as a guide for configuration and provisioning decisions.

#### Motorola Responsibilities

- Facilitate Discovery Teleconference.
- Review and complete BPR Workbook with the Customer.
- Confirm Customer-provided configuration inputs.

#### Customer Responsibilities

- Gather and review information required to complete the BPR Workbook during the Discovery Teleconference.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh-in on hardware, software and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.
- Return completed BPR Workbook to Motorola PM no more than five (5) business days after the conclusion of the Discovery Teleconference.

#### Motorola Deliverables

- Completed BPR Workbook.

### 2.1.3 Project Execution

#### 2.1.3.1 Equipment Procurement and Installation

Motorola will procure contracted equipment as part of the ordering process. The equipment will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference to enable installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer's specifications for the equipment, which includes but is not limited to:

- Power.
- Heating/Cooling.
- Network Connectivity.
- Access and Security.
- Conduit and Cabling.

Note: Performance of the system, when users are accessing and retrieving videos, is dependent on the Customer's network speed, and the available bandwidth availability to the DEMS system. Prior to deployment, Motorola will use the Motorola Network Bandwidth Tool to verify the Customer's upload and download speeds from the DEMS system and provide recommendations for quality improvement. Any improvements to the Customer's network are the Customer's responsibility.

#### Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location (if applicable).
- Conduct a power-on test to validate the installed hardware and software are ready for configuration.
- Verify remote connection to equipment.
- Motorola will be responsible for verifying the body camera Dock Controller(s) are connected to the Customer's network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Dock Controller(s), and the Customer's network is operational.
- A third-party installer will be responsible for installing the Access Point(s) (APs) if provided by Motorola (if applicable).
- The ST will verify the AP(s) are properly installed and connected to the network (if applicable).
- Provide a Trip Report outlining the activities completed during installation.

### Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the server room complies with environmental requirements (i.e., power, uninterruptible power, surge protection, heating/cooling, etc.).
- Verify the server is connected to the Customer's network.
- Provide, install, and maintain antivirus software for server(s) and/or workstation(s).
- Enable outgoing network connection (external firewall) to the CommandCentral cloud by utilizing the Customer's Internet connection (if applicable).
- Install Customer-supplied (APs) (if applicable).
- Verify APs are properly installed and connected to the network (if applicable).
- Confirm access to installed software on Customer-provided workstation(s).

### Motorola Deliverables

- Ship or provide Contracted Equipment.
- Equipment Inventory (if applicable).

### In-Car Video System Configuration

The Motorola-certified third-party installer will complete the installation of the in-car video (ICV) system(s) within the Customer-provided vehicle(s). The installer may also be responsible for installing cellular routers or WiFi radios inside the vehicle(s) for wireless upload of video to the Customer's evidence management system.

The Customer vehicles must be available for the ST to complete the configuration and testing of the contractual number of ICVs. If the Customer does not have all vehicles available during the agreed upon date and time, the Customer may opt to sign-off on the number of ICV configurations completed. If the Customer requires the ST to complete the full contractual number of ICVs at a later date and time, additional cost may be incurred. Table 1-1 shows the number of ICVs an ST is contractually obligated to configure and test based on the number of ICVs purchased.

**Table: Number of Contractual ICV Configurations**

Number of ICV Purchased	Number of ICV to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10

Note – As noted here, Motorola will verify 10 of the 34 M500 camera systems, with the remainder to be completed by the certified installer.

### Motorola Responsibilities

- Setup server for ICV digital video recorder (DVR) configuration.
- Create configuration USB used to complete ICV hardware installation.
- Travel to the Customer site to conduct on-site installation activities (if applicable).
- Complete ICV configuration on a single vehicle and validate the configuration with the Customer.
- Receive Customer approval to proceed with remaining ICV configurations.
- Complete remaining contracted vehicle installations.
- Test a subset of completed ICV hardware installations.
- Complete installation of cellular modem and confirm placement of antenna mounting with Customer.
- Install Customer-provided SIM card into cellular modem and connect modem to ICV system.
- Complete installation of cellular router(s) and confirm placement of antenna mounting with Customer (if applicable).
- Install Customer-provided SIM card into cellular router(s), and connect router to ICV system (if applicable).

### Customer Responsibilities

- Provide Motorola with remote connection and access credentials to complete ICV hardware installation.
- Notify Motorola of the vehicle installation location.
- Coordinate and schedule date and time for vehicle installation(s).
- Make ICV hardware available to Motorola for installation in accordance with the vehicle installation schedule.
- Provide cellular SIM Card for Internet connectivity to installer at time of vehicle installation.

### Motorola Deliverables

- Complete Functional Validation Plan as it applies to the proposed solution.



**Note** – The Customer is responsible for having all vehicles and devices available for installation per the Project Schedule. All cellular data fees and Internet connectivity charges are the responsibility of the Customer. If a Motorola-certified installer is not used to install the ICV(s), Motorola is not responsible for any errors in hardware installation, performance or delays in the project schedule. In the event the Customer takes on the responsibility of installing the ICVs through a Motorola-certified installer, Motorola is also not responsible for any errors in hardware installation, performance or delays in the project schedule.

#### 2.1.3.1.1 Body Camera Configuration

The VideoManager interface will be utilized to configure each body camera according to the Business Process Review. In order for this process to be successfully completed, the Dock Controller(s) must be connected to the evidence management system.

The table below shows the number of body cameras an ST is contractually obligated to configure and test based on the number of body cameras purchased.

**Table: Number of Contractual Body Camera Configurations**

Number of BWC Purchased	Number of BWC to Test
1	1
2	2
3	3
4	4
5 - 25	5
26 - 50	10
51 - 75	15

#### Motorola Responsibilities

- Configure Dock Controller(s) for connectivity to the evidence management system.
- Verify the DockController(s) are configured properly and connected to the network.
- Configure body camera(s) within the evidence management system.
- Check out body camera(s) and create a test recording.
- Verify completion of upload from body camera(s) after it is placed back into the Dock.
- Install and provide a demonstration of client software as part of the same on-site engagement as Go-Live, unless otherwise outlined in this SOW.

#### Customer Responsibilities

- Select physical location(s) for Dock Controller(s) and Dock(s).
- Provide and install workstation hardware.
- Complete installation of client software on remaining workstations and mobile devices.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

### 2.1.3.2 Software Installation and Configuration

Motorola will install VideoManager software on a specified number of workstations dictated by the Contract. The Customer will be responsible for installing the software on the remaining workstations. Provisioning of VideoManager software will be done in accordance with the information contained in the BPR Workbook.

Installation of VideoManager software consists of the following activities:

- Delivery and installation of server hardware.
- Network discovery.
- Operating system and software installation.
- Onboarding user / group identity set up.
- Provide access to the application.

#### 2.1.3.2.1 VideoManager

The VideoManager software is an on-premises solution that requires an onsite server and supports both body cameras and in-car video systems.

#### Motorola Responsibilities

- Install software on a specified number of customer workstations and/or mobile devices.
- Use information provided in the BPR Workbook to configure VideoManager software.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories.
- Set retention policies based on Customer feedback.
- Test software using applicable portions of the Functional Validation Plan.

#### Customer Responsibilities

- Provide a network environment that conforms to the requirements specified in the Solution Description.
- Procure and install server and storage hardware at desired location(s) in accordance with Solution Description requirements.
- Perform a power on test with Motorola.
- For Active Directory integration, provide domain user (service account), security group (for application administrators including service account), and domain read access (if applicable).
- Provide workstation and/or mobile device hardware in accordance with specifications listed in the Solution Description.
- Complete online training.
- Complete installation of client software on remaining workstations and/or mobile devices.

#### 2.1.3.2.2 VideoManager

VideoManager Cloud is a software solution that does not require an onsite server and supports both body cameras and in-car video systems.

#### Motorola Responsibilities

- Use information provided in BPR Workbook to configure VideoManager Cloud software.
  - Based on Customer feedback, perform the following activities:
  - Create users, groups, and setup permissions.
  - Create event categories.
  - Set retention policies.
  - Test software using applicable portions of the Functional Validation Plan.
  - Ensure training POC has access to the system.

### **Customer Responsibilities**

- Verify traffic can be routed through Customer's firewall and reaches end user workstations.

## **2.1.4 System Training**

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote). Our delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

### **2.1.4.1 Online Training**

Online training is made available to the Customer through Motorola's LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Materials are accessible in electronic format.

### **Motorola Responsibilities**

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

### **Customer Responsibilities**

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.

- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

#### 2.1.4.2 Instructor-Led Training (On-site and Remote)

Instructor-led courses are based on products purchased and the Customer's Education Plan.

##### **Motorola Responsibilities**

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

##### **Customer Responsibilities**

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

##### **Motorola Deliverables**

- Electronic versions of User Guides and training materials.
- Attendance rosters.

#### 2.1.5 Project Go-Live, Closure, and Handover to Support

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the ST demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

##### **Motorola Responsibilities**

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.
- Provide Customer survey upon closure of the project.

### **Customer Responsibilities**

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

### **Motorola Completion Criteria**

Provide Customer with survey upon closure of the project.

## 2.2 Aware Statement of Work

### 2.2.1 Overview

In accordance with the terms and conditions of the Agreement, this Statement of Work (SOW) defines the principal activities and responsibilities of all parties for the delivery of the Motorola's Aware system as presented in this offer to Customer. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Agreement.

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

Motorola's Project Manager will use the SOW to guide the deployment process and coordinate the activities of Motorola resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the Solution Description and system integration and or subscription services as described in this SOW and contract agreements.

#### 2.2.1.1 Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in Motorola's information and management systems, project resources are assigned, and Project Planning activities commence, Motorola and Customer will work to complete their respective responsibilities in accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

#### 2.2.1.2 Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

The Customer will provide Motorola with written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five business days of completion or receipt of a deliverable.

As Aware is provided as a subscription service, the subscription service period will begin upon activation of service.

Note - Motorola has no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommended such contractors.

### 2.2.1.3 Project Roles and Responsibilities

#### 2.2.1.3.1 Motorola Roles and Responsibilities

A Motorola team, made up of specialized personnel, will be assigned to the project under the direction of the Motorola Project Manager. Team members will be multi-disciplinary and may fill more than one role. Team members will be engaged in different phases of the project as necessary.

In order to maximize efficiencies, Motorola's project team will provide services remotely via teleconference, web conference or other remote method in fulfilling its commitments as outlined in this SOW.

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

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

#### **Project Manager (PM)**

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

- Manage the Motorola responsibilities related to the delivery of the project.
- Maintain the project schedule and manage the assigned Motorola personnel and applicable subcontractors/supplier resources.
- Manage the Change Order process per the Agreement.
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Manage collaborative coordination of Customer resources to minimize and avoid project delays.
- Measure, evaluate and report the project status against the Project Schedule.
- Conduct remote status meetings on mutually agreed dates to discuss project status.
- Provide timely responses to issues related to project progress.

#### **Consultant**

If Consulting Services are included with this offer, the Motorola Consultant will work with the Customer project team on operationalizing the system into Customer's workflows and processes. The Consultant's responsibilities include the following:

- Provide training and guidance to the Customer on the use, operation and integration of the system.

#### **Solutions Architect**

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

- Confirmation that the delivered technical elements and enablement of applications meets contracted requirements.
- Delivery of interfaces and integrations between Motorola products.
- Engagement throughout the duration of the delivery.

### **Customer Success Advocate**

A Customer Success Advocate will be assigned to the Customer post Go Live event. As the Customer's trusted advisor, the Customer Success Advocate's responsibilities include the following:

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

### **Customer Support Services Team**

The Customer Support Services team provides ongoing support following commencement of beneficial use of the Customer's System(s) as defined in the Agreement.

#### **2.2.1.3.2 Customer Core Team, Roles and Responsibilities Overview**

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

### **Project Manager (PM)**

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

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team, including timely facilitation of efforts, tasks and activities.
- Maintain project communications with the Motorola Project Manager.
- Identify the efforts required of Customer staff to meet the task requirements and milestones in this SOW and Project Schedule.
- Consolidate all project-related questions and queries from Customer staff to present to the Motorola Project Manager.



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

### **System Administrator**

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

### **Application Administrator(s)**

The Application Administrator(s) manage the Customer-owned provisioning maintenance and Customer code tables required to enable and maintain system operation. The Application Administrator's involvement will start at the Project Kickoff and they will remain engaged throughout the project to ensure they are able to maintain the provisioning post-handoff. The Application Administrator's responsibilities include the following:

- Participate in overall delivery activities to understand the software, interfaces and functionality of the system.
- Authorize global provisioning choices and decisions, and be the point(s) of contact for reporting and verifying problems and maintaining provisioning.

- Obtain inputs from other user agency stakeholders related to business processes and provisioning.

### **Subject Matter Experts**

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

### **IT Personnel**

IT personnel provide required information related to LAN, WAN and wireless networks. They will provide required information about the devices and infrastructure related to servers, clients, radio, video and other devices ancillary to the implementation. They must also be familiar with connectivity to internal, external and third-party systems to which the Motorola system will interface.

### **User Agency Stakeholders**

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

### **General Customer Responsibilities**

In addition to the Customer Responsibilities stated elsewhere in this SOW, the Customer is responsible for the following:

- All Customer-provided equipment, including hardware and third-party software, necessary for delivery of the system not specifically listed as a Motorola deliverable. This will include end user workstations, network equipment, telephone, radios, cameras, sensors and the like.
- Configuration, maintenance, testing and supporting the third-party systems that the Customer operates and will be interfaced as part of this project.
- Providing the Applications Programming Interface (API) or Software Development Kit (SDK) software licenses and documentation that details the integration process and connectivity for the level of custom third-party interface integration defined by Motorola.
- Communication and coordination between Motorola and Customer's third-party vendors, as required, to enable Motorola to perform its duties.
- Active participation of Customer Core Team in project delivery meetings and working sessions during the course of the project. Customer Core Team will possess requisite knowledge of Customer operations and legacy system(s) and possess skills and abilities to operate and manage the system.
- The provisioning of Customer code tables and GIS map services as requested by Motorola. This information must be provided in a timely manner in accordance with the Project Schedule.
- Electronic versions of any documentation associated with the business processes identified.
- Providing a facility with the computer and audio-visual equipment for work sessions.

- Ability to participate in remote project meeting sessions using Google Meet or a mutually agreeable, Customer-provided, alternate remote conferencing solution.

#### 2.2.1.4 Project Planning and Pre-Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and ongoing operation of Aware. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, Motorola will work with the Customer to help understand the impact of introducing a new solution and your preparedness for the implementation and support of the Aware system.

Shortly after contract signing, Motorola will conduct a one-on-one teleconference with the Customer Project Manager to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross-functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills and resource readiness in preparation for the Project Kickoff meeting.

##### 2.2.1.4.1 Motorola Responsibilities

- Make initial contact with the Customer Project Manager and schedule the Pre-Implementation Review.
- Discuss the overall project deployment methodologies, inter-agency/inter-department decision considerations (as applicable), and third-party engagement/considerations (as applicable).
- Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.
- Discuss the Learning eXperience Portal (LXP) training approach.
- Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.
- Review the Implementation Packet.
- Coordinate enabling designated Customer Application Administrator with access to the LXP and Admin Portal.

##### 2.2.1.4.2 Customer Responsibilities

- Provide Motorola with the names and contact information for the designated LXP and application administrators.
- Acknowledge understanding of the Implementation Packet.
- Collaborate with the Motorola Project Manager and set the Project Kickoff meeting date.

## 2.2.2 Enablement

The Customer will work with Motorola on setup and configuration of the Customer's firewall in order to allow traffic from Aware.

### 2.2.2.1 Agency and User Setup

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

#### 2.2.2.1.1 Motorola Responsibilities

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

#### 2.2.2.1.2 Customer Responsibilities

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

#### 2.2.2.1.3 Completion Criteria

Initial agencies and users have been configured.

### 2.2.2.2 Project Kickoff

The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

#### 2.2.2.2.1 Motorola Responsibilities

- Conduct a project kickoff meeting.
- Validate that key project team participants attend the meeting.
- Introduce all project participants.
- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Review the overall project scope and objectives.
- Review the resource and scheduling requirements.
- Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.
- Verify that Customer Administrator(s) (as defined during Pre-Implementation Review) have access to the LXP and Admin application.
- Obtain from Customer all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access.
- If third-party interfaces are included, request API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces with local and remote systems.

#### 2.2.2.2.2 Customer Responsibilities

- Validate that key project team participants attend the meeting.
- Introduce all project participants.

- Review the roles of the project participants to identify communication flows and decision-making authority between project participants.
- Provide VPN access to Motorola staff to facilitate delivery of services described in this SOW.
- Validate that any necessary non-disclosure agreements, approvals and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.
- Provide all paperwork and/or forms (i.e., fingerprints, background checks, card keys and any other security requirements) needed for Motorola resources to obtain access to each of the sites identified for this project.
- Provide the contact information for the license administrator for the project; i.e., IT Manager, CAD Manager and any other key contact information as part of this project.
- Validate access to the LXP and Admin application.
- Provide the information required in the Implementation Packet.

## 2.2.3 Contract Design Review (CDR)

### 2.2.3.1 Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach, validation plan and contractual obligations of each party. Any changes to the contracted scope can be initiated via the change provision of the Agreement.

#### 2.2.3.1.1 Motorola Responsibilities

- Review the contract exhibits: Solution Description, Statement of Work and Project Schedule.
- Review the technical, environmental and network requirements of the system.
- If Motorola is providing hardware, request shipping address and receiver name.
- Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.
- Review the information in the complete Implementation Packet.
- Grant Customer Administrator access to Admin application.
- Grant Customer LXP Administrator access to the LXP.
- Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

#### 2.2.3.1.2 Customer Responsibilities

- Project Manager and key Customer project team attend the meeting.
- Provide network environment information as requested.
- If Motorola is providing hardware, provide shipping address and receiver name.
- Provide locations and access to the existing equipment that will be part of the system per contract.

#### 2.2.3.1.3 Completion Criteria

Delivery of CDR Summary report.

### 2.2.3.2 Interface Delivery Review

The objective of the interface delivery review is to discuss the user experience presented by each contracted interface, collect network information, API and access credentials required to connect to third-party systems, and document specific configuration parameters.

#### 2.2.3.2.1 Motorola Responsibilities

- Discuss the need for additional information such as third-party API, SDKs, data schema and any internal and 3rd party documents necessary to establish interfaces.
- Conduct reviews of the interface(s) to explain how each function as well as any dependency on third party API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces with local and remote systems.
- Review the functional interface demonstration process.
- Add interface related details to the CDR Summary report.

#### 2.2.3.2.2 Customer Responsibilities

- Provide all required third-party API and SDK licensing and documentation for Customer's existing systems such as CAD and Video Management Systems.
- Make knowledgeable individuals available for the interface reviews.
- As applicable, test any existing equipment and/or any third-party equipment with which Motorola equipment will interface to validate connectivity with the Motorola system.
- Discuss information on third party API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within ten days of the Project Kickoff Meeting so as not to impact the project schedule.
- Establish network connectivity between the CloudConnect Virtual Machine and all third-party interface demarcations included as part of this project.

#### 2.2.3.2.3 Completion Criteria

Delivery of CDR Summary Report.

## 2.2.4 Environmental Design Considerations

The following environmental requirements must be met by Customer no later than the completion of the CDR in order to enable Motorola to complete installation activities presented in this SOW:

- Provide connectivity between the various networks.
- Provide VPN remote access for Motorola deployment personnel to configure the system and for Customer Support to conduct diagnostics.
- Provide backup power, as necessary.
- Provide Internet access to Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.
- Provide for any electrical or infrastructure improvements required at the Customer's facility.
- Provide backhaul equipment, installation and support costs.

- Provide devices such as workstations, tablets and smartphones with Internet access in order to use the Aware solution. Chrome Browser is required for optimal performance. Aware workstations must support MS Windows 10 Enterprise or greater. Customer will provide Antivirus software for the Aware client.
- Existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.
- Provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.
- If interfaces are being included in this offer, the Customer is responsible for all necessary third-party upgrades of their existing system(s) as may be required to support the solution. Our offer does not include any services, support or pricing to support Customer third-party upgrades.
- If interfaces are being included in this offer, the Customer is responsible to mitigate the impact to third-party systems, to include interfaces that result from the customer upgrading a third-party system. Motorola strongly recommends you work with our team to understand the impact of such upgrades prior to taking any upgrade action.
- Provide all environmental conditions as outlined in the Aware Solution Description, such as power and network requirements.

## 2.2.5 Hardware/Software Installation and Configuration

### 2.2.5.1 Procure and Ship Equipment

#### 2.2.5.1.1 Motorola Responsibilities

- Procure contracted equipment in accordance with the equipment list.
- Arrange for shipping to the Customer's location.
- Notify Customer of equipment shipping specifics and ETA for arrival.

#### 2.2.5.1.2 Customer Responsibilities

Receive and store Motorola provided hardware.

#### 2.2.5.1.3 Completion Criteria

Equipment order is completed and ready to be shipped to Customer.

### 2.2.5.2 CloudConnect Installation and Configuration

#### 2.2.5.2.1 Motorola Responsibilities

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

#### 2.2.5.2.2 Customer Responsibilities

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

#### 2.2.5.2.3 Completion Criteria

CloudConnect Virtual Machine configuration is complete.

## 2.2.6 Interfaces and Integration

The installation, configuration and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

#### 2.2.6.1 Interface Installation and Configuration

Installation and configuration of interfaces will be completed in accordance with the System Description. Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and validating of the interfaces.

##### 2.2.6.1.1 Motorola Responsibilities

- Establish connectivity to external and third-party systems.
- Configure interfaces to support the functionality described in the Solutions Description.
- Demonstrate the interface usability in accordance with the Project Validation Plan.

##### 2.2.6.1.2 Customer Responsibilities

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

##### 2.2.6.1.3 Completion Criteria

Interface and integration tasks are considered complete upon demonstration of the functionality.



Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing Aware to some third-party applications. These difficulties could result in a poorly performing or even a non-functional interface. At such time that Motorola is provided with information and access to systems, Motorola will be able to mitigate these difficulties. If Motorola mitigation requires additional third-party integration, application upgrades, API upgrades and/or additional software licenses, those costs will need to be addressed through the change provision of the contract.

## 2.2.6.2 Geospatial Mapping Configuration

### 2.2.6.2.1 Motorola Responsibilities

- Installation and configuration of the connection to the Customer-provided mapping system (ArcGIS Online, ESRI ArcGIS Server or ArcGIS Portal).
- Validate mapping layers and links to validate Aware is accessing and using Customer-published GIS data.

### 2.2.6.2.2 Customer Responsibilities

- Provide access to ESRI/GIS system and/or GIS personnel.
- Provide published GIS map services.
- Publish specific maps beneficial to the Customer analysts.

## 2.2.7 Public Private Partnership - Protected Places

Public Private Partnership - Protected Places is a program for community businesses, organizations or individuals to register their security cameras with customer. In the case of an emergency, access to relevant video footage can provide your first responders with vital information that increases response times and improves efficiency.

The program includes a website portal branded to your agency that allows the community to learn about the program, purchase video streaming appliances via e-commerce and register their locations and agree to terms for camera sharing with public safety.

### 2.2.7.1 Motorola Responsibilities:

- Assign an overall coordination PM.
- Schedule a deployment kickoff meeting.
- Set the date for a Workshop with the agency to set up portal to agency's specifications:
  - Design Workshop kickoff meeting
  - Post kickoff, send a copy/image updating guideline
  - Help coordinate domain registration
- Configure and deliver initial agency Protected Places branded registration experience.
- Provide initial training for system administrators.

### 2.2.7.2 Customer Responsibilities:

The customer is required to provide project management and executive support to coordinate the deployment of the Protected Places program, including:

- Identify a primary deployment contact and key stakeholders to sign off on design and deployment.
- Provide the staff and focus to market to the community about the program (Motorola will not market to the community on behalf of the agency).
- Provide branding/styling/color guidelines for the agency portal. These tasks must be completed within six weeks of the Protected Places kickoff meeting. Any tasks not completed by that time will be considered a change request and charged accordingly.
  - Community marketing to create a customer branded registration experience.
  - Customer must supply the following information to complete the registration page for their agency:
    - Registration page logo
    - Registration page title
    - Registration page description
  - Images for the website
  - Copy for the website
- Provide a list of zip codes for the agency jurisdiction so customers in the location(s) can register cameras and enable live streaming.
- Create a Memorandum of Understanding (MOU) establishing the terms under which the community businesses will allow the agency to use and access the live streaming from the registered cameras. MOU agreement will be facilitated with the business as part of the registration of a streaming solution, requiring they agree to the terms to complete the video streaming integration.
- Train administrators and employees with training materials provided by Motorola.]
- Ensure compliance with all applicable laws and regulations pertaining to the personal data received from video streaming.

## 2.2.8 Solution Provisioning

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

### 2.2.8.1 Motorola Responsibilities

- Using the Aware Admin application, provision users and groups based on Customer Active Directory data.

### 2.2.8.2 Customer Responsibilities

- Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting Aware provisioning.
- Respond to Motorola inquiries regarding users/groups/agency mapping to Aware functionality.

### 2.2.8.3 Completion Criteria

Aware provisioning is complete upon Motorola completing provisioning activities.

## 2.2.9 Functional Demonstration

The objective of functional demonstration is to validate Customer access to the Aware features and functions and system integration via configured interfaces (as applicable).

### 2.2.9.1 Motorola Responsibilities

- Update functional demonstration script.
- Provide script to Customer for review and acknowledgement.
- Conduct functional demonstration.
- Correct any configuration issues impacting access to cloud-based features (i.e., map display, location updates, video display and/or interface and integrations).
- Document, in the Implementation Packet, any corrective actions taken by Customer or Motorola during the demonstration
- Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

### 2.2.9.2 Customer Responsibilities

- Review and agree to the scope of the demonstration script.
- Witness the functional demonstration and acknowledge its completion.
- Resolve any provisioning impacting the functional demonstration.

### 2.2.9.3 Completion Criteria

Conclusion of the functional demonstration.

## 2.2.10 Training

The objective of this task is to prepare for and deliver the contracted training. Motorola training consists of both computer-based (online) and instructor-led. Training delivery methods vary depending on course content and offer.

### 2.2.10.1 Learning eXperience Portal (LXP Online Training)

This subscription service provides you with continual access to our library of online learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. This training modality allows the Customer to engage in training when convenient. All training, unless explicitly specified and defined, is online, computer-based, self-paced learning.

#### 2.2.10.1.1 Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of the LXP for the Customer.
- Organize content to align with the Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.

- During on-boarding, assist the Customer with LXP usage by providing training and job aids as needed.
- Provide technical support for user account and access issues, base system functionality and Motorola-managed content.

#### 2.2.10.1.2 Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Provide network and internet connectivity for the Customer's users to access the LXP.
- The customer's primary LXP administrator should complete the following self-paced training: Learning Experience Portal (LXP) Introduction online course (LXP0001), LXP Primary Site Administrator Overview online course (LXP0002) and LXP Group Administrator Overview (LXP0003).
- Advise agency learners of the availability of training via the LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Order and maintain subscriptions to access Motorola's LXP.
- Contact Motorola to engage Technical Support when needed.

#### 2.2.10.2 Instructor-Led Training Motorola Responsibilities

##### 2.2.10.2.1 Motorola Responsibilities

- Deliver training materials in electronic format.
- Deliver Aware Training.
- Provide Customer with training attendance rosters and summarize any pertinent observations.

##### 2.2.10.2.2 Customer Responsibilities

- Supply classroom, one login per attendee and one workstation per attendee.
- Designate a single point of contact who will work with Motorola to ensure the training environment is ready for training delivery.
- Facilitate training of all Customer end users in accordance with Customer's training delivery plan.

### 2.2.11 Completion Milestone

Following the conclusion of the delivery of the functional demonstration, the project is considered complete and the completion milestone will be recognized.

### 2.2.12 Transition to Support and Customer Success

Customer Success is the main point of contact as you integrate this solution into your agency's business processes. Our Customer Support team will be the point of contact for technical support concerns you might have and can be reached either by phone or by emailing support.

#### 2.2.12.1 Motorola Responsibilities

- Transition Customer to Motorola Customer Support.

- Supply Customer with instructions when engaging support.

#### 2.2.12.2 Customer Responsibilities

- Provide Motorola with specific contact information for those users authorized to engage Motorola's support.
- Engage the Motorola support organization as needed.



### Section 3

# Scope of Work

## In Car Video Camera System

*The in car camera system shall have the following minimum capabilities:*

- *34 In car video systems*

### Motorola Response

VideoManager EL Cloud has the capability to scale according to your agency's size. It can support and exceed 34 in-car video systems. It is currently utilized by large scale, metropolitan police agencies and state agencies that operate hundreds of M500 in-car video systems.

---

- *Multiple Resolution recording; Ability to record in High Definition and Standard Definition at the same time*

### Motorola Response

The M500 in-car video system can record 2 streams on each camera and select upload resolution based on event tagging, enabling the ability to record a primary stream configurable on each camera in 1080p or 720p or 480p, as well as secondary stream configurable on each camera to record in 720p or 480p.

---

- *High Definition Video Camera capable of 720p or better*

### Motorola Response

The M500 in-car video system can record in up to 1080p from all cameras attached to the unit simultaneously.

---

- *Front facing camera*

### Motorola Response

The M500 supports a front facing camera (M5F) that features a wide-angle panoramic stream: 102/119° Field of view with/without de-warp and a Cropped stream: 51/59.5° Field of view with/without de-warp.

---

- *Automotive Grade In-Car System Components*

### Motorola Response

The M500 in-car system is manufactured with high strength materials and automotive grade components.

---

- *Zoom Capable front facing camera*

### Motorola Response

The front facing camera (M5F) has the ability to toggle between 102/119° Field of view and 51/59.5° Field of view which can serve as a zoom effect.

---

- *Infrared Cabin Camera*

### Motorola Response

M500 cabin camera (M5P) offers infrared illumination, it is also waterproof, tamperproof and offers intelligent backseat detection.

---

- *Wide Operational Temperature Range*

### Motorola Response

M500 in-car system offers a wide operating temperature range of -30°C to +65°C (-22°F to +149°F)

---

- *Ability to trigger a Recording with the following:*
  - *Emergency Lights*
  - *Siren*
  - *Aux*
  - *Crash*
  - *Excessive Speed*
  - *Wireless Microphone*
  - *Manual*
  - *Wifi Upload options*
  - *Cellular Upload options*

### Motorola Response

M500 in-car system can trigger a recording with all of the above:

- Emergency Lights
- Siren
- AUX



- Crash
- Excessive Speed
- Wireless Microphone
- Manual
- AUX 2
- V700 Body Camera Synchronized Group Recording

M500 can upload video via a mobile router that has a Wi-Fi and/or Cellular connection. Sierra Wireless MP70, XR60 or XR80 are recommended. Cradlepoint IBR900 is viable as well, additional router makes/models may be considered provided that they meet minimum requirements.

---

- *USB Upload*

#### **Motorola Response**

M500 offers USB upload and ships with an included 128 GB. USB 3.0

---

- *Wireless Microphone with at least 1000 ft range*

#### **Motorola Response**

M500 HiFi Wireless Microphone supports up to 1000 ft. of range.

---

- *Ability to sync or utilize 2 wireless microphones in the vehicle*

#### **Motorola Response**

M500 can synchronize and utilize up to 2 HiFi Wireless Microphone's on each in-car unit.

---

- *At least 1 wired in-car microphone*

#### **Motorola Response**

M500 offers up to 2 dedicated in-car microphones, in addition to a built-in cabin camera microphone.

---

- *H.264 Video Compression or better*

#### **Motorola Response**

H.264 Video Compression is utilized.

---

- *Pre-Event up to 2 minutes (capture additional video before the recording is started)*

### Motorola Response

Pre-Event is available and configurable on the M500 in various increments including 2 minutes and up to 10 minutes.

---

- *Post-Event up to 2 minutes (capture additional video after the recording is stopped)*

### Motorola Response

Post-Event support is planned as part of the M500 development and will be available soon.

---

- *Touch Screen Display*

### Motorola Response

M500 includes a dedicated 5" touch screen display.

---

- *Background recording option*

### Motorola Response

All M500 in-car cameras include background recording option.

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- *LPR Integration option – Capture OCR data from In-Car Camera System*

### Motorola Response

M500 has integrated LPR and can capture OCR data from the In-Car Camera System.

---

- *Ability to add multiple Metadata sets (i.e., Event Categories, Free-Text fields) to Recording Events*

### Motorola Response

M500 supports multiple Metadata sets including Free-Text fields which can be added to Recording Events.

---

- *Ability to keep system on via a battery backup if there is power loss*

### Motorola Response

M500 System has a built-in battery backup that self-powers the system in the event of a vehicle collision/power loss.

- *Tamper Proof system*

#### **Motorola Response**

M500 uses a tamper proof design.

---

## **Body Camera System**

*The body worn camera system shall have the following minimum characteristics:*

- *55 Body Worn Cameras*

#### **Motorola Response**

VideoManager EL Cloud has the capability to scale according to your agency's size. It can support and exceed 55 body worn cameras. It is currently utilized by large scale, metropolitan agencies and state agencies that operate hundreds of V700 body camera devices.

- 
- *Long battery life*

#### **Motorola Response**

The V700 includes a detachable, in-field swappable and rechargeable camera battery. The battery life is 12-hours (Wi-Fi and GPS disabled, continuous 720p recording at 30 fps).

- 
- *Few buttons (ease in use)*

#### **Motorola Response**

The V700 has a total of four buttons allowing the user to power the device on and off, start or conclude a recording, and navigate menus to cycle through and confirm desired media tags.

- 
- *Large storage*

#### **Motorola Response**

The V700 has 128GB of storage.

- 
- *16:9 aspect ratio*

## Motorola Response

The V700 is capable of recording in a 16:9 aspect ratio. It supports 1080p, 720p, and 480p, all of which are in the 16:9 aspect ratio.

---

- *Broad Operational Temperature Range*

## Motorola Response

Operational Temperatures are as follows:

- Operating Temperature: -20°C to +60°C (-4°F to +140°F)
  - Storage Temperature: -40 to +85°C (-40 to +185°F)
- 

- *Wide Field of View Horizontal*

## Motorola Response

130° Horizontal

---

- *Wide Field of View Vertical*

## Motorola Response

73° Vertical

---

- *Ability to eliminate fisheye effect from wide-angle lenses*

## Motorola Response

Administrative users within VideoManager EL may enable a feature within the V700 device configuration page to remove fisheye effects from captured footage.

---

- *Pre-Record/Pre-Event ability*

## Motorola Response

The V700 body camera has the ability to capture pre-event footage. This feature allows the camera to continuously record and save a buffer of video before the record button is pressed, ensuring that critical moments leading up to an event are not missed. The pre-record duration can be configured by the administrator with a maximum threshold of 30 minutes.

---

- *Ability to capture video before the duration of the recorded event and pre-event*

### Motorola Response

The RATF (Record-After-The-Fact) feature on the V700 allows the device to continuously record and save videos in a loop until the storage is full, at which point it overwrites the oldest footage. This feature ensures that non-event footage is retained for a configurable number of days, providing the ability to capture video before the duration of the recorded event.

---

- *IP Rating*

### Motorola Response

The V700 body camera is IP67 rated. It is dust-tight (completely protected against dust ingress) and can withstand immersion in water up to 1 meter for 30 minutes.

---

- *LCD Status screen*

### Motorola Response

The V700 features a high-resolution monochrome LCD. This display provides icons for remaining battery life and storage on the device in a percentage scale. This same LCD is used to indicate wireless connection to a smart phone or vehicle connection. The LCD is also used to categorize (tag) concluded footage directly on the device, show lengths of an event, muted audio status (if enabled) and other various system metrics.

---

- *Ability to tag events independent of a smart phone device*

### Motorola Response

The V700 provides a large LCD Menu for tagging captured footage at the conclusion of the recording. Multiple tags may be provided for a body camera user to pick from. The user upon conclusion of the footage will utilize function buttons on the camera to cycle through the list of agency-provided tags, and select the desired entry. When the captured and tagged footage is offloaded to VideoManager EL, additional supplementary tags may be added or modified.

---

- *At least two BWC mounting options*

### Motorola Response

Multiple various mounting options are available for the V700 inclusive of but not limited to a Magnetic Mount, Heavy Duty Jacket Magnetic Mount, Molle, and Alligator Clip options.

---

- *Field replaceable battery*

## Motorola Response

The V700 body camera was designed to accommodate users with extended shifts by utilizing a self-cleaning field-replaceable battery. The V700 may stay mounted to a user throughout the duration of their shift. Meanwhile a spare battery may charge and be readily available in a USB dock or in-car charger. This will allow users that are notified of a low battery on their V700 display, to conduct a battery swap in the field and return to a fully charged body camera state.

---

- *Ability to record at 1080p, 720p, or 480p*

## Motorola Response

Yes, the V700 supports recording at various resolutions, including 1080p, 720p, and 480p. Administrators can select the video resolution for V700 body cameras from the device profile settings. Multiple device profiles can be created to allow for a mixed V700 fleet with various resolution qualities, based on user and agency preferences.

---

- *Ability to record at 30 frames per second*

## Motorola Response

Yes, the V700 body camera supports recording at 30 frames per second.

---

- *Tamper Proof system*

## Motorola Response

The V700 body camera is designed with tamper-proof features to ensure the integrity and security of the recorded data. These features include:

1. **Secure Mounting:** The camera is securely mounted to prevent unauthorized removal or tampering.
  2. **Encryption:** All recorded data is encrypted to protect against unauthorized access. Once a V700 body camera is linked to a VideoManager EL instance, access to that camera's footage is only possible through its associated VideoManager EL instance to prevent against theft.
  3. **Audit Logs:** Detailed audit logs track all actions and access to the data, providing a clear record of any attempts to tamper with the hardware, software, or media.
  4. **User Permissions:** Role-based access controls allow in-depth user hierarchy, maintaining who is allowed to access, modify, or delete data.
- 

- *Ability to dock, charge, and download at a multiple bay docking station.*

## Motorola Response

The V700 8-Bay Docking Station allows for V700 body camera devices to charge and offload footage simultaneously.

- 
- *Ability to interrupt during charging and download and able to pick up where it left off when re-docked.*

#### **Motorola Response**

The V700 body camera and VideoManager EL support the ability to interrupt the charging and video offload process and will resume from where it left off when re-docked. Media will continue offloading from the same point prior to the interruption without any loss of footage or corruption.

---

## **Integrated In Car Video Camera and Body Worn Camera Systems**

*In addition to the above requirements for the ICV and BWC, the following minimum characteristics must be met when these systems are working in conjunction:*

- *ICV and BWC: High Definition Video Camera capable of 720p or better*

#### **Motorola Response**

The M500 and V700 devices allow for 1080p recording configurations.

---

- *ICV and BWC: Ability to record at 30 frames per second*

#### **Motorola Response**

The M500 and V700 devices may be configured to record at 30 frames per second.

---

- *ICV and BWC: 16:9 aspect ratio*

#### **Motorola Response**

Both M500 and V700 devices capture footage in 16:9 aspect ratios.

---

- *ICV and BWC: Ability to start a Recording with the following:*
  - *Body Worn Camera*
  - *Emergency Lights*
  - *Siren*
  - *Aux*
  - *Crash*
  - *Excessive Speed*

– *Manual*

### Motorola Response

The M500 and V700 have the ability to start a recording for all listed activation requirements above and are available simultaneously to ensure devices are activated during any urgent use case.

---

- *ICV and BWC: Ability to upload video over WiFi or LTE*

### Motorola Response

The M500 and V700 can both offload over WiFi or LTE. In addition the M500 may offload footage over a lock and key protected, removable USB drive which would be inserted into a workstation with a secure VideoManager EL client connected to the intended cloud platform. The V700 may also offload to a secure workstation with a VideoManager EL client paired to the cloud platform through a USB dock.

---

- *ICV and BWC: Pre-Event up to 2 minutes (capture additional video before the recording is started)*

### Motorola Response

The M500 and V700 may be configured for a maximum threshold of 10 minutes for a Pre-Event duration timer.

---

- *ICV and BWC: Background recording option*

### Motorola Response

The M500 and V700 devices have the ability for background recording through its Record-After-The-Fact (RATF) feature. This feature allows the devices to continuously record and save videos in a loop until the storage is full, at which point it overwrites the oldest footage. This ensures that footage is retained even when the device is not actively recording an event.

---

- *ICV and BWC: Ability to capture video before the duration of the recorded event and pre-event based on a time selection*

### Motorola Response

The M500 and V700 Record-After-The-Fact (RATF) feature allows designated administrators to select a specific start and end time of footage to be pulled from VideoManager EL based on when the event took place.

---

- *ICV and BWC: Ability to add multiple Metadata sets (i.e., Event Categories, Free-Text fields) to Recording Events*



### Motorola Response

VideoManager EL along with the M500 and V700 allow for the addition of multiple Metadata sets such as Event Categories and Free-Text fields to recorded events. Additionally integrations with CAD and RMS data can auto populate fields tied to captured footage for even further information around the evidentiary media.

---

- *ICV and BWC: Ability to have system apply Event Categorization (metadata category of event) to all devices that are synchronized in the ICV and BWC integrated system*

### Motorola Response

When an M500 and V700 device are paired, upon tagging concluded footage, tags may be unified so that only one gesture is required even though multiple devices were recording simultaneously.

---

- *ICV and BWC: Tamper Proof system*

### Motorola Response

The M500 and V700 were designed with tamper-proof features to ensure the integrity and security of the recorded data. These features include:

- **Secure Mounting:** The devices are securely mounted to prevent unauthorized removal or tampering.
  - **Encryption:** All recorded data is encrypted to protect against unauthorized access. Once a V700 body camera or M500 in-car system is linked to a VideoManager EL instance, access to that device's footage is only possible through its associated VideoManager EL instance to prevent against theft.
  - **Audit Logs:** Detailed audit logs track all actions and access to the data, providing a clear record of any attempts to tamper with the hardware, software, or media.
  - **User Permissions:** Role-based access controls allow in-depth user hierarchy, maintaining who is allowed to access, modify, or delete data.
  - **Lockable USB:** The M500 in-car video system includes a lockable USB which ensures that the USB port is secure and prevents unauthorized access or tampering with the recorded data.
- 

## Digital Evidence Management System

*The digital evidence management system shall have the minimum characteristics:*

- *Capability to use SSO*

### Motorola Response

VideoManager EL Cloud has the capability to use SSO and uses Microsoft Entra ID for user authentication.

- 
- *System must have the ability manage roles/permissions for different users*

#### **Motorola Response**

VideoManager EL Cloud can configure and manage security permissions/roles for different users.

---

- *System should be a fully hosted solution or on-premise enterprise server*

#### **Motorola Response**

VideoManager EL has the ability to host on-premise although the proposed solution is cloud based.

---

- *System must give ability to perform user search on multiple criteria (Date, Time, officer, device, location, etc.)*

#### **Motorola Response**

VideoManager EL has search capabilities for Date, Time, Officer, Device, Location, and more.

---

- *System must have a Case Management tool*

#### **Motorola Response**

VideoManager EL's case management tools allow users to manage and organize recorded events efficiently. Administrator can provide supplementary Event Categories and hyperlinks to associate specific metadata related to the media files. This metadata can then be used for searching, categorizing, and managing recorded events, ensuring that all relevant information is easily accessible and organized.

---

- *System must have retention policies based on categorization of events*

#### **Motorola Response**

VideoManager EL allows Administrators to configure various retention lengths for each different Event Tag so that less important media is purged much sooner than critical media that needs to be retained for longer periods.

---

- *System must have the ability to upload external data files of any standard format*

#### **Motorola Response**

VideoManager EL allows users with rights to upload a multitude of media formats widely used by the industry for associating to V700 and M500 collected footage to build out an all-encompassing case.

- 
- *System must have the ability to redact Video and Audio from video files*

#### **Motorola Response**

VideoManager EL allows for audio and video redaction within our AI-assisted platform, directly in VideoManager EL. AI-Assisted Redaction allows users to redact footage more efficiently by leveraging Motorola Solutions redaction engine. This engine automatically detects objects such as bodies, cars, license plates, all electronic screens, and more. The AI technology helps to quickly identify and mask these objects, significantly reducing the time and effort for manual redaction. In the case AI-assistance isn't desired, this functionality may be toggled off on a video-to-video basis.

---

- *System should have the ability to play 2 video streams and audio streams simultaneously from different devices to show different viewing vantage points at the same time*

#### **Motorola Response**

VideoManager EL has the ability to play two video and audio streams simultaneously from any combination of M500 and V700 devices to show different vantage points and audio sources.

---

- *System must have the ability to live stream video*

#### **Motorola Response**

Live stream footage from V700 and M500 solutions are available through Motorola Solutions' Command Central Aware platform. This CC Aware platform allows for a multitude of various hardware and software solutions to ingest all within one ecosystem to provide unified notifications and environmental awareness for any situation.

---

- *System must have the ability to export cases or recorded events out of the system where external users can access a copy of the files.*

#### **Motorola Response**

VideoManager EL can export media or cases through an ISO file for a DVD endpoint, a .zip file for thumb drives or similar, or a Cloud Share link can be created. Cloud Share allows a user with permissions to share out an emailed hyperlink to the receiving party so that they may view-only the media shared with them. They will be prompted for credentials to view the case or footage and are restricted to only the media shared with that receiving party.

---

- *System must have an audit system for every user action with the system for chain of custody.*

## Motorola Response

VideoManager EL captures all actions taken within the platform to ensure integrity of the files and to track any desired fields, keywords, functions, and commonalities across all media and users.

---

- *System must have a location search*

## Motorola Response

VideoManager EL allows users to enter an address or Latitude & Longitude alongside a custom mile radius to pinpoint any captured footage that meets those parameters.

---

- *Storage solution compliance with law enforcement Criminal Justice Information Services (CJIS) data protection and transport (i.e., SSL) standards. No external party-initiated connections will be allowed.*

## Motorola Response

The VideoManager EL platform complies with both CJIS (Criminal Justice Information Services) and SSL (Secure Sockets Layer) standards. The solution ensures secure communication and data protection through the use of TLS1.2 over HTTPS for data in transit, meeting the security requirements for encryption and network protection. Additionally, the platform adheres to various security certifications and guidelines, including those from NIST and ISO, ensuring compliance with CJIS standards.

---

- *Clear indication of storage costs, equipment replacement costs, and cloud transactions costs.*
- *Disclosure of all additional costs.*

## Motorola Response

All V700 and M500 device footage uploaded to VideoManager EL Cloud is unlimited to store at no additional cost.

---

# Network

- *Describe the process for video uploading. Provide a network diagram if applicable. Additionally provide an average bandwidth usage for the size of this proposal.*

## Motorola Response

### Video Upload Process for the M500

- **Connection:** The M500 in-car camera system will be connected and communicate with VideoManager EL via a secure network connection over WiFi or LTE.

- **Data Transfer:** Recorded video and audio along with associated metadata are transferred to the server securely. This can be accomplished by utilizing connectivity through WiFi or LTE. The option to offload all media is also possible by removing the lock and key removable USB drive from the M500. The USB drive will need to be inserted into a workstation with a USB port and a downloaded, paired, local VideoManager EL client that is connected to the cloud for secure media offload.
- **Data Integrity Check:** VideoManager EL verifies the integrity of the data by comparing the SHA-256 hash of the received data with the original data's hash reported by the camera system. All data uploaded from the M500 also utilizes SSL, specifically TLS 1.2. This is to ensure that all data is encrypted and secure during transmission, protecting it from tampering and eavesdropping.
- **Seamless Resumption:** If the connection is interrupted, the upload process will resume from where it left off once the connection is re-established.
- **Priority Upload:** Important footage, such as bookmarked videos, are prioritized for upload to ensure critical data is available first.

An hour of captured footage from an M500 at 1080p, 30fps, is approximately 5.6GB of storage. As an example, if an M500's upload path has an available upload speed of 200Mbps at 100% utilization, it would take an approximation of 3.82 minutes to offload the entirety of that footage.

#### Video Upload Process for the V700

- **Docking and Connection:** The V700 body camera will be connected and communicate with VideoManager EL via a secure network connection over WiFi or LTE.
- **Data Transfer:** Recorded video and audio along with associated metadata are transferred to the server securely. This offload of footage can be done through WiFi or LTE network paths. As to not use network bandwidth for non-critical footage, administrators within VideoManager EL may limit uploaded footage over WiFi or LTE to only specifically tagged footage and/or footage that is marked as critical. The V700 body camera can roam between WiFi and LTE network connections without having to restart the upload process for an interrupted piece of media. Lastly, the fastest offload path for a V700 would be by docking the camera in an in-car WiFi dock, a USB dock, or an 8-bay Transfer Station to fully make use of available network bandwidth.
- **Data Integrity Check:** VideoManager EL verifies the integrity of the data by comparing the SHA-256 hash of the received data with the original data's hash reported by the camera. All data uploaded from the V700 also utilizes SSL, specifically TLS 1.2. This is to ensure that all data is encrypted and secure during transmission, protecting it from tampering and eavesdropping.
- **Seamless Resumption:** If the connection is interrupted, the upload process will resume from where it left off once the connection is re-established.
- **Priority Upload:** Important footage, such as bookmarked videos, are prioritized for upload to ensure critical data is available first.

An hour of captured footage from a V700 body camera at 1080p, 30fps, is approximately 4.5GB of storage. As an example, if a V700's upload path has an available upload speed of 200Mbps at 100% utilization, it would take an approximation of 3 minutes to offload the entirety of that footage.

# Proposed Timeline

County of Lake, CA - Tentative BWC, ICV & DEMs Project Schedule

Activity		Responsibility	Wk 1	Wk 2	Wk 3	Wk 4	Wk 5	Wk 7	Wk 8	Wk 9	Wk 10	Wk 11	Wk 12	Wk 13
<b>Award</b>	BWC & ICV w/ DEMS	County of Lake, CA Sheriff / Coroner												
<b>Order Creation</b>		MSI Sales & Order Management												
<b>1. Project Initiation</b>		MSI Project Team												
<b>2. Project Planning &amp; Design Review w/ Customer</b>		MSI Project Team w/ Customer Team												
<b>3. Project Execution</b>		MSI Project Team w/ Customer & Customer's Preferred Installer												
	M500 install Certification Training (If Applicable)	ICV Installer personnel												
<b>Equipment Shipment</b>	Shipment BWC & ICV & Associated HW	MSI Factory												
	Shipment V700 BWCs	MSI Factory												
	Shipment M500 ICVs	MSI Factory												
	Shipment Grooves	MSI Factory												
	Shipment Access Points	MSI Factory												
	Equipment Inventory at Customer Site	MSI PM												
	Install of M500s & Grooves	Customer's (MSI certified) M500 Installer												
	Install Access Points	Customer's Installer at MHP Locations												
	DEMS Set Up (Video Manager)	MSI SE Remotely												
	V700 Transfer Stations	MSI ST on-site w/ Customer												
	V700 Configuration	MSI ST on-site w/ Customer												
	System Training	MSI Global edu Trainer on-site w/ Customer												
<b>4. Project Close (including Validation)</b>		MSI PM w/ Customer												
	Final Sign Off on Deploy't Checklist	MSI PM w/ Customer												
	Transition to Customer Service	MSI PM w/ Customer												

## Section 4

# Return Material Authorization Process

## 4.1 Five Year Body Worn Camera and In Car Vehicle Camera Hardware Warranty and RMA Plan

Motorola Solutions, Inc. (Motorola) warrants each body camera and in-car camera system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of FIVE YEARS from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. With the purchase of this 5 Year Extended Warranty, where defects in material or workmanship may occur, the following warranty terms and conditions apply:

**WARRANTOR** – This warranty is granted by Motorola Solutions, Inc., 415 E Exchange Parkway, Allen, TX 75002.

Telephone: 1-800-MSI-HELP.

**PARTIES TO WHOM WARRANTY IS INTENDED** – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from Motorola.

**PARTS AND COMPONENTS COVERED** – All parts and components and repair labor of the warranted unit manufactured and/or installed by Motorola are covered by this warranty, except those parts and components excluded below.

**PARTS AND COMPONENTS NOT COVERED** – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. Motorola reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the Motorola system was internally changed, modified, or repair attempted, the system warranty will become null and void.

**LIMITED LIABILITY** – Motorola's liability is limited to the repair or replacement of components found to be defective by Motorola. Motorola will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective. Motorola will not be responsible for any removal or re-installation cost of the unit or for damages caused by improper installation.

**REMEDY** – If, within the duration of this warranty, a unit or component covered by this warranty is determined by Motorola to be defective in material or workmanship, Motorola shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty shall be warranted for the remainder of the warranty period applicable to the system warranty period. Motorola will advance ship a replacement unit, or at the request of the customer, ask for the unit to be sent in for

repair. In the case of an advanced shipment replacement, Motorola will supply a return label with the advance unit, and the customer must return the defect within thirty days.

**SHIPPING** – When an advanced replacement is sent out, the unit will ship via ground shipping, and Motorola will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact Motorola's Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty-day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to Motorola. Motorola will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user. Customers that are outside the continental United States will be responsible for all transportation costs both to and from Motorola's factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local Motorola Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting Motorola's Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

#### SUPPORT CONTACT INFORMATION

Motorola Solutions, Inc.  
Attn: Customer Service Department  
415 E. Exchange Parkway Allen, Texas 75002  
Toll Free: 1-800-605-6734  
Main Phone: 972-423-9777  
Fax: 972:383-9661  
[mobilevideotechnicalsupport@motorolasolutions.com](mailto:mobilevideotechnicalsupport@motorolasolutions.com)



Section 5

# Pricing

The following table provides a pricing breakdown for the proposed solution.

<b>V700 Body Worn Camera and M500 In-Car Video System</b>		
<b>V700 Body Worn Camera</b> <ul style="list-style-type: none"> <li>▪ 5 Year Video-as-a-Service Package.</li> <li>▪ Body-worn camera battery (Removable and Rechargeable, 3.8V, 4180mAh).</li> <li>▪ Choice of camera mounts included (Magnet, Molle, Clip)</li> <li>▪ 5 Year Hardware Warranty - Essential Services with Accidental Damage and Advanced hardware replacement service &amp; 24/7 customer support.</li> <li>▪ Third Year and Fifth Year Technology Refresh / Replacement.</li> </ul>	<b>55</b>	<u><b>\$227,700</b></u>  <b>(\$4,140 per camera for 5 Years)</b>
<b>Spare Battery</b> <ul style="list-style-type: none"> <li>▪ Choice of camera mount included (Magnet, Molle, Clip)</li> </ul>	<b>55</b>	<u><b>\$6,050</b></u>  <b>(\$110 per battery)</b>
<b>Transfer Stations - V700</b> <ul style="list-style-type: none"> <li>▪ Ethernet / 8 Bay.</li> </ul>	<b>7</b>	<u><b>\$12,600</b></u>  <b>(1,800 per TS for 5 Years)</b>
<b>M500 2-Camera In-Car Video System</b> <ul style="list-style-type: none"> <li>▪ 5 Year Video-as-a-Service Package.</li> <li>▪ M500 with 1TB DVR, 5" touch display, front camera with 4k sensor and infrared cabin camera</li> <li>▪ M500 ICV System WIFI Dock</li> <li>▪ MTK Kit w Antennas and Bracket</li> <li>▪ 5 Year Hardware Warranty</li> </ul>	<b>34</b>	<u><b>\$336,600</b></u>  <b>(\$9,900 per vehicle for 5 Years)</b>
<b>SUBTOTAL</b>		<b>\$582,950</b>

Software and Services		
<b>Video Manager Evidence Cloud (VMEL)</b> <ul style="list-style-type: none"> <li>▪ The cloud-based evidence management system with <u>unlimited device storage</u> for V700 and 3 ICV cameras.</li> <li>▪ AI Redaction Tools.</li> <li>▪ CAD Interfa</li> </ul>	<b>5 Years (55 Devices)</b>	<b>Included</b>
<b>Deployment Services</b> <ul style="list-style-type: none"> <li>▪ Project Management</li> <li>▪ Engineering / Support</li> <li>▪ Training</li> </ul>	<b>1</b>	<b><u>\$30,871</u></b>
<b>SUBTOTAL</b>		<b>\$30,871</b>

## 5.1 Pricing Summary

PRICING SUMMARY	
<b>V700 Body Worn Camera and M500 In-Car Video System</b>	<b>\$582,950</b>
<b>Software and Services</b>	<b>\$30,871</b>
<b>Loyalty Customer Discount</b>	<b>\$75,000</b>
<b>TOTAL</b>	<b>\$460,365</b>

OPTIONAL SERVICES		
<b>Sierra Wireless XR80 Modem Routers</b> <ul style="list-style-type: none"> <li>▪ XR80 5G Router with Wifi</li> <li>▪ 5 Years Airlink Complete</li> <li>▪ Sharkfin 10IN1 Antenna (5G,LTE,GNSS,WIFIBLK)</li> <li>▪ Modem Account Set up, updated firmware and MSI basic configuration</li> </ul>	<b>34</b>	<b>\$82,246</b>  <b>Discount - \$20,000</b>  <b><u>\$62,246</u></b>
<b>CommandCentral Aware Standard - Live Streaming</b> <ul style="list-style-type: none"> <li>▪ 5 Years licensing</li> <li>▪ Capable of importing third party video and other sensors.</li> </ul>	<b>5 Years</b>	<b>\$74,500</b>

<ul style="list-style-type: none"> <li>▪ Include live streaming and location for the V700 body-worn and M500 in-car cameras.</li> <li>▪ Include 1,500 additional streams</li> <li>▪ Include Vigilant LPR integration</li> <li>▪ Includes current Vesta 911 Integration</li> </ul>		<p><b>Discount -</b> <b>\$20,000</b></p> <p><b><u>\$54,500</u></b></p>
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Note: Pricing is contingent upon purchase of the solution proposed.

Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

## 5.2 Payment Schedule

5 YEAR SUBSCRIPTION	
Year 1 Upfront Cost	\$103,021
Year 2 Subscription	\$89,336
Year 3 Subscription	\$89,336
Year 4 Subscription	\$89,336
Year 5 Subscription	\$89,336
<b>TOTAL</b>	<b>\$460,365</b>

Payment schedule does not reflect purchase of any of the Optional Items. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution and in accordance with the following milestones;

Year 1 Upfront Costs:

1. 50% of the Year 1 Price due 30 days from contract execution; and
2. 50% of the Year 1 Price due upon Final Acceptance.

For Lifecycle Support Plan and Subscription Based Services:

Motorola will invoice Customers annually in advance of each year of the plan.

## 5.3 Payment Terms and Conditions

Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Unless otherwise noted in this quote / order, installation of equipment is not included.

Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate. Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations or civil work completed on a site-by-site basis, when applicable.

Section 6

# Contract

**Exceptions and Clarifications to the  
County of Lake Request for Proposals (RFP) for  
In Car Video and Body Worn Camera Systems  
Issued 01/27/2025**

The Motorola Solutions, Inc. ("Motorola" or "Respondent") response to the RFP is subject to the clarifications and exceptions set forth below, in addition to the attached Motorola Solutions Customer Agreement and addenda (the "MCA") included with Motorola's response. If awarded the business, Motorola will negotiate in good faith to finalize a contractual agreement with mutually beneficial terms and conditions for the parties.

1. 4. Format and Submission of Proposals, 4.3 Proposal Content, item f. Pricing – Clarification:

Motorola wishes to clarify that the pricing set forth in Motorola's response is a firm price that is valid for a period of 90 days from the cover date of Motorola's response. Any change to the scope or purchase beyond the validity date of Motorola's offer would be subject to repricing at the MSRP or negotiated price at the time of purchase and dependent on the finalized scope.

2. 4. Format and Submission of Proposals, 4.3 Proposal Content, item g. Contract – Exception:

Motorola takes exception to Exhibit B – Example Contract and proposes the attached Motorola Solutions Customer Agreement and addenda (together, the "MCA") as the terms and conditions between the parties.

3. 7. Standard RFP Terms and Conditions, 7.13 Insurance – Clarification:

Motorola clarifies that the insurance obligations included in Section 15.13 of the MCA shall apply to Motorola's response.

## Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

### Section 1. Agreement.

**1.1. Scope; Agreement Documents.** This MCA governs Customer’s purchase of Products and Services (as each are defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more Motorola prepared or agreed upon addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the Exhibits, Addenda, and Motorola-provided Proposal collectively form the Parties’ “**Agreement**”.

**1.2. Attachments.** The Exhibits listed below will be attached hereto and incorporated into and made a part of this Agreement:

Exhibit A “Payment” (Communications System purchase only)

Exhibit B Motorola Proposal dated \_\_\_\_\_

Exhibit C “System Acceptance Certificate” (Communications System only)

**1.3. Order of Precedence.** In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through C will be resolved in their listed order, and 2) Each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products and Services described in such Addendum.

### Section 2. Definitions.

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

“**Change Order**” means a written amendment to this Agreement after the effective date that alters the work, the contract sum, the contract time, or other change mutually decided between the Parties.

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

“**Contract Price**” means the price for the Communications System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit A “Payment” or the pricing pages of the Proposal, recurring fees for maintenance, SUA, or Subscription Software are included in the Contract Price.

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

Confidential Information will also include Products and Services, and Documentation, as well as any other information relating to the Products and Services.

**“Customer Contact Data”** has the meaning given to it in the DPA.

**“Customer Data”** has the meaning given to it in the DPA.

**“Customer-Provided Equipment”** means components, including equipment and software, not provided by Motorola which may be required for use of the Products and Services.

**“Data Processing Addendum”** or **“DPA”** means the Motorola Data Processing Addendum applicable to processing of Customer Data for US customers, as updated, supplemented, or superseded from time to time. The DPA is located at [https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards\\_terms-conditions/motorola\\_solutions\\_united\\_states\\_data\\_processing\\_addendum\\_online\\_version.pdf](https://www.motorolasolutions.com/content/dam/msi/docs/msi-standards_terms-conditions/motorola_solutions_united_states_data_processing_addendum_online_version.pdf) and is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

**“Documentation”** means the documentation for the Equipment, software Products, or data, that is delivered with the Products and Services that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

**“Equipment”** means hardware provided by Motorola.

**“Equipment Lease-Purchase Agreement”** means the agreement by which Customer finances all or a portion of the Contract Price.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services;

**“Fees”** means charges applicable to the Products and Services.

**“Integration Services”** means the design, deployment, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

**“Licensed Software”** means licensed software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola for a perpetual or other defined license term.

**“Maintenance and Support Services”** means the break/fix maintenance, technical support, or other Services (such as software integration Services) described in the applicable statement of work.

**“Motorola Data”** means data owned or licensed by Motorola and made available to Customer in connection with the Products and Services;

**“Motorola Materials”** means proprietary software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials.

**“Non-Motorola Materials”** means collectively, Customer or third-party software, services, hardware, content, and data that is not provided by Motorola.

**“Proposal”** means solution descriptions, pricing, equipment lists, statements of work (“SOW”), schedules, technical specifications, quotes, and other documents setting forth the Products and Services to be purchased by Customer and provided by Motorola. The Proposal may also include an ATP, Acceptance Test Plan, depending on the Products and Services purchased by Customer.

**“Products”** or **“Product”** is how the Equipment, Licensed Software, and Subscription Software being purchased by the Customer will collectively be referred to in this Agreement (collectively as “Products”, or individually as a “Product”).

**“Professional Services”** are Services provided by Motorola to Customer under this Agreement the nature and scope of which are more fully described in the Proposal and Section 2.2.5 of this Agreement.

**“Prohibited Jurisdiction”** means any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations.

**“Process”** or **“Processing”** have the meaning given to them in the DPA

**“Services”** means services related to purchased Products as described in the Proposal.

**“Service Completion Date”** means the date of Motorola’s completion of the Services described in a Proposal.

**“Service Use Data”** has the meaning given to it in the DPA.

**“Site”** or **“Sites”** means the location where the Integration Services or Maintenance and Support Services will take place.

**“Software System”** means a solution that includes at least one software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

**“SUA”** or **“SUA II”** means Motorola’s Software Upgrade Agreement program.

**“Subscription Software”** means licensed cloud-based software-as-a-service products and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment, but licensed to Customer by Motorola on a subscription basis.

**“Third-Party Data”** has the meaning given to it in the DPA.

**“Term”** means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of services under the last Proposal in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

### **Section 3. Products and Services.**

**3.1. Products.** Motorola will (a) sell Equipment, (b) Licensed Software, and (c) Subscription Software to Customer, to the extent each is set forth in this Agreement. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement.



### **3.2. Services.**

**3.2.1.** Motorola will provide Services, to the extent set forth in this Agreement.

**3.2.2. Integration Services; Maintenance and Support Services.** Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties or (b) Maintenance and Support Services, each as further described in the applicable statement of work. Maintenance, Support Services and Integration Services will each be considered "Services", as defined above.

**3.2.3. Service Proposals.** The Fees for Services will be set forth in Motorola's Quote or Proposal. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, this Agreement.

**3.2.4. Service Completion.** Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services are renewed or terminated.

#### **3.2.5. Professional Services**

**3.2.5.1. Assessment of Systems & Operations.** If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

**3.2.5.2. Network Security.** If Customer is purchasing network security assessment of network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

**3.2.5.3. Application Development.** If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed as described in Section 3.5 - Documentation.

**3.2.6. Transport Connectivity Services.** Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this MCA, transport connectivity services shall also be governed by the terms of Motorola's standard Transport Connectivity Addendum, a copy of which is available here:

[https://www.motorolasolutions.com/en\\_us/about/legal/transport-connectivity-addendum.html](https://www.motorolasolutions.com/en_us/about/legal/transport-connectivity-addendum.html).

**3.3. Non-Preclusion.** If, in connection with the Products and Services provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise

offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

**3.4. Customer Obligations.** Customer represents that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

**3.5. Documentation.** Products and Services may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

**3.6. Motorola Tools and Equipment.** As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in Customer's custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

**3.7. Authorized Users.** Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services.

**3.8. Export Control.** Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any Prohibited Jurisdiction), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

**3.9.** To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

**3.10. Change Orders.** Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to

the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

#### **Section 4. Term and Termination.**

**4.1. Term.** The applicable Addendum or Proposal will set forth the Term for the Products and Services governed thereby.

**4.1.1. Subscription Terms.** The duration of Customer's subscription commences upon delivery of the first Subscription Software (and recurring Services, if applicable) ordered under this Agreement and will continue for a twelve (12) month period or such longer period identified in a Proposal (the "**Initial Subscription Period**") and will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year.

Unless otherwise specified in writing, additional Subscription Software or recurring Services purchased under this Agreement will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Unless otherwise specified in writing, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

**4.2. Termination.** Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

**4.3. Termination for Non-Appropriation.** In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days' advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming goods delivered and for all services performed prior to the effective date of termination date.

**4.4. Suspension of Services.** Motorola may promptly terminate or suspend any Products or Services under a Proposal if Motorola determines: (a) the related Product license has expired or has terminated for any reason; (b) the applicable Product is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

**4.5. Wind Down of Subscription Software.** In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

**4.6. Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this

Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

**4.7. Equipment as a Service.** In the event that Customer purchases any Equipment at a price below the published list price for such Equipment in connection with Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Equipment or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

## **Section 5. Payment, Invoicing, Delivery and Risk of Loss**

**5.1.** Customer affirms they have signatory authority to execute this contract. The Contract Price of \$\_\_\_\_\_, excluding taxes, is fully committed and identified, including all subsequent years of contracted services, if applicable. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

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

**5.2. Fees.** Fees and charges applicable to the Products and Services will be as set forth in the applicable Addendum or Proposal. Changes in the scope of Services described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. Unless otherwise specified in the applicable Proposal, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer will reimburse Motorola for these or other expenses incurred by Motorola in connection with the Services. The annual subscription Fee for Subscription Software and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend the Subscription Software and any recurring Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

**5.3. Taxes.** The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

**5.4. Invoicing.** Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products and Services contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the

related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in a Proposal. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

**5.5. Payment.** Customer will pay invoices for the Products and Services provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's delivery of Licensed Software, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

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

**5.6. Inflation Adjustment.** For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

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

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_

Customer Accounts Payable Email: \_\_\_\_\_

Customer CC (optional) Email: \_\_\_\_\_

The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**5.7. Delivery, Title and Risk of Loss.** Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

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

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

**5.8. Delays.** Any shipping dates set forth in a Proposal are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

**5.9. Future Regulatory Requirements.** The Parties acknowledge and agree that certain Services (i.e. cyber) are an evolving technological area and therefore, laws and regulations regarding Services may change. Changes to existing Services required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

## **Section 6. Sites; Customer-Provided Equipment; Non-Motorola Materials.**

**6.1. Access to Sites.** Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

**6.2. Site Conditions.** Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

**6.3. Site Issues.** Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a

replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

**6.4. Customer-Provided Equipment.** Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

**6.5. Non-Motorola Materials.** In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products or Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with Subscription Software), and to otherwise enable interoperation with the Products and Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products and Services.

**6.6.** Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products or Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products or Services, Motorola, Motorola's systems, or any third party (including other Motorola customers).

**6.7.** Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's terms and conditions, as set forth in the Proposal, will apply to any such sales. Any orders for such Non-Motorola Materials will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 8.2 – Intellectual Property Infringement.**

**6.8. End User Licenses.** Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open-source software, included in the Products and Services. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Third party software flow-down terms

applicable to Motorola products are located at the following site:

[https://www.motorolasolutions.com/en\\_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html](https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html)

**6.9. Prohibited Use.** Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other software Product provided by Motorola under this Agreement, without the express written permission of Motorola.

**6.10. API Support.** Motorola will use commercially reasonable efforts to maintain its Application Programming Interface ("API") offered solely in connection with any Software System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for 6 months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

**6.11. Support of Downloaded Clients.** If Customer purchases any software Product that requires a client installed locally on any Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

## **Section 7. Representations and Warranties.**

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

**7.2. Communications System Warranty.** Motorola represents and warrants that, on the date of System Acceptance, (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the "Warranty Period").

**7.3.** During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software pursuant to the applicable maintenance and support Proposal. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy ("SwSP"). Copies of the SwSP can be found at [https://www.motorolasolutions.com/en\\_us/about/legal/motorola-solutions-customer-terms/software\\_policy.html](https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/software_policy.html), a copy of which is available to Customer upon written request. If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's Lifecycle Management Services ("LMS") after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and



Support Addendum, LMS Addendum, the applicable Proposals, and the proposal (if applicable). These collective terms will govern the provision of such Services.

**7.4. On-Premises Software System Warranty.** Motorola represents and warrants that, on the System Completion Date, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-premises Software System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the Software System that includes such Products, or on the applicable Product Completion Date, if earlier.

**7.4.1.** On-premises Software Systems as a service and cloud hosted Software Systems are provided as a service and accordingly do not qualify for the On-premises Software System Warranty. System completion, however, for each of these solutions is determined in accordance with **Section 12.2 Software System Completion** below.

**7.5. Motorola Warranties - Services.** Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

**7.6. Motorola Warranties - Equipment.** Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) The warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

**7.7. Motorola Licensed Software Warranty.** Unless otherwise stated in the License Agreement, for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola)

**7.7.1.** As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis.

**7.7.2.** For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software

does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

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

**7.9. Warranty Claims; Remedies.** To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

**7.10. Pass-Through Warranties.** Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

**7.11. WARRANTY DISCLAIMER.** EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

## **Section 8. Indemnification.**

**8.1. General Indemnity.** Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to tangible property to the extent caused by Motorola's negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c)

Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

**8.2. Intellectual Property Infringement.** Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

**8.2.1.** If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software).

**8.2.2.** In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend or indemnify Customer for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Motorola Materials, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Product or Service with any products or materials not provided by Motorola; (c) a Product or Service designed, modified, or manufactured in accordance with Customer's designs, specifications, guidelines or instructions; (d) a modification of the Product or Service by a party other than Motorola; (e) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to use or install an update to the Product or Service that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the Infringing Product.

This **Section 8.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim.

**8.3. Customer Indemnity.** To the extent allowed by applicable law, Customer will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Customer-Provided Equipment, Customer Data, or Non-Motorola Materials, including any claim, demand, action, or proceeding alleging that any such equipment, data, or materials (or the integration or use thereof with the Products and Services) infringes or misappropriates a third-party intellectual property or other right, violates applicable law, or breaches the Agreement; (b) Customer-Provided Equipment's failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola by Customer in connection with the Products or Services; (c) Customer's (or its service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) Customer's or its Authorized User's breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's

use of Customer-Provided Equipment, Customer Data, or Non-Motorola Materials in violation of the Agreement. Motorola will give Customer prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with Customer in its defense or settlement of the claim.

## **Section 9. Limitation of Liability.**

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT OR INTEGRATION SERVICE UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUBSCRIPTION SOFTWARE OR ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUBSCRIPTION SOFTWARE OR RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE SUBSCRIPTION SOFTWARE OR RECURRING SERVICE DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES ; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS AND SERVICES PROVIDED UNDER THIS AGREEMENT; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.

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

**9.3 Statute of Limitations.** Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

## **Section 10. Confidentiality.**

**10.1. Confidential Information.** In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by disclosing party ("Discloser") by submitting a written document to receiving party ("Recipient") within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

**10.2. Obligations of Confidentiality.** During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 10 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees, agents or consultants who must access the Confidential Information for the purpose of providing Services and who are bound by confidentiality terms substantially similar to those in this Agreement and licenses; (c) not copy, reproduce, reverse engineer, decompile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but no less than reasonable care to safeguard against disclosure; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Section; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

**10.3. Exceptions.** Recipient may disclose Confidential Information to the extent required by law, or a judicial or legislative order or proceeding. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly known or available prior to without breach of this Agreement; (b) is lawfully obtained; or (c) is independently known or developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement.

**10.4. Ownership of Confidential Information.** All Confidential Information is and will remain the property of Discloser, and will not be copied or reproduced without written permission. Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy for use only in case of a dispute concerning this Agreement, and (b) Confidential Information that has been automatically stored in accordance with Recipient's standard backup or recordkeeping procedures. Recipient will remain subject to the obligations of this Agreement with respect to any Confidential Information retained subject to clauses (a) or (b). No license, express or implied, in the Confidential Information is granted to the Recipient other than to use it in the manner, and to the extent authorized by this Agreement. Discloser represents and warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

## **Section 11. Proprietary Rights; Data; Feedback.**

**11.1. Motorola Materials.** Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in

patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

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

**11.2. Ownership of Customer Data.** Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process and use the Customer Data as set forth in the DPA.

**11.3. Data Retention and Deletion.** Except as expressly provided otherwise under the DPA, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Proposal, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 15.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Proposal.

**11.4. Service Use Data.** Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, and may disclose Service Use Data to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

**11.5. Third-Party Data and Motorola Data.** Customer will not, and will use reasonable efforts to ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum.

**11.5.1.** Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Proposal, or this MCA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates the Agreement, applicable law or Motorola's agreement with the applicable Third-Party Data provider.

**11.5.2.** Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data,

and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Proposal.

**11.6. Feedback.** Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

**11.7. Improvements; Products and Services.** The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

## **Section 12. Acceptance**

### **12.1. Communications System Acceptance.**

**12.1.1.** Any Communications System described in the Proposal hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("Acceptance Tests") set forth in the Acceptance Test Plan ("System Acceptance"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in Exhibit C. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding any conflicting delivery provisions within this Agreement and this Section will control over such other delivery provisions to the extent of a conflict.

**12.1.2. Beneficial Use.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance.

**12.1.3.** Customer shall not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or written

authorized use. Upon the date Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

**12.2 Software System Completion.** Any Software System described in the Proposal (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are set forth in the Proposal) (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("Product Completion Date"), which may occur before the System Completion Date. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of a Product within a Software System, in material conformance with Product descriptions in the Proposal. This Section applies to Products purchased as part of a Software System notwithstanding any conflicting delivery provisions within this Agreement, and will control over such other delivery provisions to the extent of a conflict.

### **Section 13. Force Majeure; Delays Caused by Customer.**

**13.1. Force Majeure.** Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

**13.2. Delays Caused by Customer.** Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

**Section 14. Disputes.** The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"):

**14.1. Governing Law.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

**14.2. Negotiation; Mediation.** The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute") to the other Party. The Parties will choose an independent mediator within



thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

**14.3. Litigation, Venue, Jurisdiction.** If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

## **Section 15. General.**

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

**15.2. Audit; Monitoring.** Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.

**15.3. Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

**15.4. Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

**15.5. Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

**15.6. Independent Contractors.** Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

**15.7. Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this Agreement.

**15.8. Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

**15.9. Notices.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

**15.10. Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

**15.11. Survival.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.4 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.11 – Warranty Disclaimer; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

**15.12. Entire Agreement.** This Agreement, including all Exhibits, Addenda, and Proposals, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic

signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

**15.13. Insurance.**

- a. Motorola shall procure and maintain Workers' Compensation Insurance for all of its employees.
- b. Motorola shall procure and maintain Commercial General Liability Insurance, both bodily injury and property damage, in an amount of one million dollars (\$1,000,000) per occurrence and aggregate, including but not limited to endorsements for the following coverage: personal injury, premises-operations, products and completed operations, blanket contractual liability.
- c. Motorola shall procure and maintain Comprehensive Automobile Liability Insurance, both bodily injury and property damage, on owned, hired, leased and non-owned vehicles used in connection with Motorola's business in an amount of one million dollars (\$1,000,000) combined single limit coverage per occurrence.
- d. Motorola shall procure and maintain Professional Liability Insurance for the protection against claims arising out of the performance of services under this Agreement caused by errors, omissions or other acts for which Motorola is liable. Said insurance shall be written with limits of one million dollars (\$1,000,000) per claim and annual aggregate.
- e. Motorola shall not commence work under this Agreement until it has obtained all insurance required hereinabove and submitted to Customer certificates of insurance including the County of Lake as additional insured on the Commercial General Liability, Automobile Liability, and Workers Compensation policies. Motorola agrees to provide to Customer, upon policy renewal, a new certificate of insurance.
- f. In case of any subcontract, Motorola shall require each subcontractor to provide all of the same coverage as detailed hereinabove. Subcontractors shall provide certificates of insurance including the County of Lake as additional insured and shall submit new certificates of insurance. Motorola shall not allow any subcontractor to commence work until the required insurances have been obtained.
- g. For claims related to the work performed under this Agreement, Motorola's Commercial General Liability and Automobile Liability insurance coverage shall be primary insurance as to Customer, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by Customer, its officers, officials, employees, agents or volunteers shall be in excess of Motorola's insurance and shall not contribute with it.
- h. Insurance coverage required of Motorola under this Agreement shall be placed with insurers with a current A.M. Best rating of no less than A: VII.

Insurance coverage in the amounts set forth herein shall not be construed to relieve Motorola for liability in excess of such coverage, nor shall it preclude Customer from taking other action as is available to it under any other provision of this Agreement or applicable law. Failure of Customer to enforce in a timely manner any of the provisions of this section shall not act as a waiver to enforcement of any of these provisions at a later date.

i. Any failure of Motorola to maintain the insurance required by this section, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Agreement.

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

**Motorola Solutions, Inc.**

**Customer:** \_\_\_\_\_

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

### PAYMENT

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

**Upfront Costs for Hardware, Accessories, Implementation (if applicable) and Year 1 Subscription Fee:**

1. 50% of the Contract Price due upon contract execution (due upon effective date); and
2. 50% of the Contract Price due upon Final Acceptance.

Annual Pricing Breakout	
Upfront Costs for Hardware, Accessories, Implementation and Year 1 Subscription Fee	\$103,021
Year 2 Subscription Fee	\$89,336
Year 3 Subscription Fee	\$89,336
Year 4 Subscription Fee	\$89,336
Year 5 Subscription Fee	\$89,336
Grand Total (exclusive of tax)	\$460,365

Motorola will invoice Customer annually in advance of each years 2-5 of the plan for the main offering and CommandCentral Aware (if elected for purchase).

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

## Software License Addendum

This Software License Addendum (this “**SLA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this SLA, but not defined herein, will have the meanings set forth in the MCA.

**Section 1. Addendum.** This SLA governs Customer’s use of Licensed Software (and, if set forth in a Proposal, related Services) and Subscription Software from Motorola, as applicable, and is an integral part of the Parties’ Agreement.

### Section 2. Licensed Software License and Restrictions.

**2.1. Licensed Software License.** Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Licensed Software identified in a Proposal, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Proposal, the foregoing license grant will be limited to the number of licenses set forth in the applicable Proposal and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Proposal, Customer may install, access, and use Licensed Software only in Customer’s owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Licensed Software remotely from any location.

**2.2. Subscription License Model.** If the Parties mutually agree that any Licensed Software purchased under this Agreement will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Change Order or Proposal, the licenses granted under this **Section 2 Licensed Software License and Restrictions** will automatically terminate, and such Subscription Software will be governed by the terms of **Section 3 Subscription Software License and Restrictions**.

**2.3. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

**2.4. Copies.** Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software’s license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may

temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time the temporary transfer is discontinued.

**2.5. Resale of Equipment.** Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

### **Section 3. Subscription Software License and Restrictions.**

**3.1. Subscription Software License.** Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the Subscription Software identified in a Proposal, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a Proposal (if applicable), and will continue for the applicable Subscription Term. Customer may access, and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

**3.2. Customer Restrictions.** Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

**3.3. User Credentials.** If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, and Customer will ensure such administrative user credentials are accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to

the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the MCA.

## **Section 4. Software Systems - Applicable Terms and Conditions**

**4.1. On-Premise Software System.** If Customer purchases an “on-premises Software System,” where Licensed Software is installed at Customer Sites or on Customer-Provided Equipment, then, unless otherwise specified in writing that any software is being purchased as Subscription Software, the Licensed Software is subject to Section 2 of the SLA.

**4.1.1. CAD and Records Products.** The terms set forth in this Section 4.1.1. apply in the event Customer purchases any Computer Aided Dispatch (“CAD”) or Records Products under the Agreement.

**4.1.1.1. Support Required.** Customer acknowledges and agrees that the licenses granted by Motorola under this SLA to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products.

**4.1.1.2. CJIS Security Policy.** Motorola agrees to support Customer’s obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services (“CJIS”) Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Proposal for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the “escort” within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

**4.2. On-Premise Software System as a Service.** If Customer purchases an “on-premises Software System as a service,” where software Products are installed at Customer Sites or on Customer-Provided Equipment, and generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software is subject to Section 3 of the SLA. The firmware preinstalled on Equipment included with an on-premises Software System as a service purchase, and any Microsoft operating system Licensed Software are subject to Section 2 of the SLA.

**4.2.1. Transition to Subscription License Model.** If the Parties mutually agree that any on-premises Subscription Software purchased under this SLA as part of an “on-premises Software System as a service” solution will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time the Parties execute the applicable agreement, (a) the licenses granted to such on-premises Subscription Software under this SLA will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of **Section 4.3 Cloud Hosted Software System.**

**4.2.2. Transition Fee.** Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 4.2.1 – Transition to Subscription License Model.** Notwithstanding the foregoing, subscription Fees may be greater than Fees paid by Customer for on-premises Subscription Software.

**4.2.3. Software Decommissioning.** Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software



license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

**4.3. Cloud Hosted Software System.** If Customer purchases a "cloud hosted Software System," where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), then such Subscription Software is subject to Section 3 of the SLA.

**4.4. Additional Cloud Terms.** The terms set forth in this **Section 4.4 – Additional Cloud Terms** apply in the event Customer purchases any cloud-hosted software Products.

**4.4.1. Data Storage.** Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will be stored at a location in the United States for Customers in the United States.

**4.4.2. Data Retrieval.** Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

**4.4.3. Maintenance.** Scheduled maintenance of cloud-hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

## **Section 5. Term.**

**5.1. Term.** The term of this SLA (the "**SLA Term**") will commence upon the Effective Date of the MCA.

**5.2. Termination - Licensed Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA (and any Agreements hereunder) immediately upon notice to Customer if Customer breaches **Section 2 – Licensed Software License and Restrictions** of this SLA, or any other provision related to Licensed Software license scope or restrictions set forth in a Proposal, EULA, or other applicable Addendum. Upon termination or expiration of the SLA Term, all Motorola obligations under this SLA (including with respect to Equipment and Licensed Software delivered hereunder) will terminate. If Customer desires to purchase additional Services in connection with such Equipment or Licensed Software, Customer may enter into a separate Addendum with Motorola, governing such Services.

**5.3. Termination - Subscription Software License.** Notwithstanding the termination provisions of the MCA, Motorola may terminate this SLA, or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SLA, or any other provision related to Subscription Software license scope or restrictions set forth therein, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

**5.4.** Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software, Subscription Software, and Documentation, and that Customer's breach of the SLA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SLA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

**5.5. Applicable End User Terms.** Additional license terms apply to third-party software included in certain software Products which are available online at [www.motorolasolutions.com/legal-flow-downs](http://www.motorolasolutions.com/legal-flow-downs). Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

**Section 6. Copyright Notices.** The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

**Section 7. Survival.** The following provisions will survive the expiration or termination of this SLA for any reason: Section 2 – Licensed Software License and Restrictions; Section 3 -- Subscription Software License and Restrictions; Section 4 -- Software Systems -- Applicable Terms and Conditions; Section 5 – Term; Section 7 – Survival.

## Mobile Video and Vigilant Addendum

This Mobile Video and Vigilant Addendum (this “**MVVA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement (“**MCA**”) to which it is attached. Capitalized terms used in this MVVA, but not defined herein, will have the meanings set forth in the MCA.

**Section 1. Addendum.** This MVVA governs Customer’s purchase of (a) any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”), and (b) Motorola’s Vigilant automated license plate recognition software and hardware Products (“**LPR Products**”). This MVVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVVA.

### Section 2. Definitions.

“**Mobile Video System**” is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site.

**Camera License Key (“CLK”)** means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector and/or Subscription Software

**Commercial Booking Images** refers to booking images collected by commercial sources and available on Vigilant VehicleManager with a paid subscription.

**Commercial Data** means both Commercial Booking Images and Commercial LPR Data.

**Commercial LPR Data** refers to LPR data collected by private sources and available on Vigilant VehicleManager with a paid subscription.

**License Plate Recognition (“LPR”)** refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

### Section 3. Evidence Management Systems; Applicable Terms and Conditions.

**3.1. On-Premise Evidence Management.** If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Proposal specifies that any software is being purchased as Subscription Software, any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment purchased in connection with the On-Premises Evidence Management System is subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

**3.2. Cloud Hosted Evidence Management.** If Customer purchases a Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service (“**Cloud Hosted Evidence Management System**”), then such software is subject to the SLA. Any Equipment purchased in connection with the Cloud Hosted Evidence Management System is subject to the MCA. System Warranty does not apply to Cloud Hosted Evidence Management Systems. System completion is determined in accordance with the provisions of **Section 12 –System Completion** below.

**3.3. Services.** Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the MCA, and as described in the applicable Addendum.

**Section 4. Payment.** Customer will pay invoices for the Products and Services covered by this MVVA in accordance with the invoice payment terms set forth in the MCA. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule is set forth in the Proposal.

**Section 5. On-Premises Evidence Management System Warranty.** Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 3.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Proposal in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier.

**Section 6. Additional Software and Video Terms and Conditions.**

**6.1. Unlimited Storage.** Storage shall be specifically described in Proposal. “Unlimited Storage” related to Customer’s purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer’s data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

**6.2. Applicable End User Terms.** Described in Section 5.6 of the SLA.

**6.3. License Plate Recognition Data Ownership and Retention.** Motorola retains all title and rights to Commercial LPR Data and Commercial Booking Images. Customer shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal law enforcement agencies (“LEAs”). LPR data and where applicable, booking images, collected by the License plate recognition (“LPR”) data collected by Customer is considered Customer Data (as defined in the MCA) and is therefore subject to the Customer’s own retention policy. LPR data and/or booking images that has reached the end of the retention period set by the Customer in ClientPortal or VehicleManager will be deleted in accordance thereof. Customer retains all rights to LPR data and booking images collected by Customer.

**6.3.1 Data Sharing.** Customer, at its option, may share its LPR data with other similarly situated LEAs which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of Vigilant VehicleManager.

**6.3.2.** Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided

by Customer ("**User Eligibility Requirements**") may access Vigilant VehicleManager. Motorola in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if it becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

**6.3.3 LEA Customers.** If Customer is an LEA, other similarly situated LEAs that collect their own LPR data and booking images may opt to share such data with Customer using VehicleManager.

**6.3.4. Non-LEA Customers.** If Customer is a non-LEA Customer, other similarly situated ClientPortal customers that collect their own LPR data may opt to share such data with Customer using ClientPortal. Such LPR data generated by other ClientPortal customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective ClientPortal customer, and shall be used by Customer only in connection with its use of ClientPortal. Third-party LPR data that has reached its expiration date will be deleted from ClientPortal in accordance with the retention terms of the sharing entity.

**6.4. Commercial Data Access.** If Customer purchases a subscription to Commercial Data, then Customer shall execute and agree to the terms of Motorola's standard Data License Addendum, a copy of which is available upon request.

**6.5. API Support.** Described in the MCA.

**6.6. Support of Downloaded Clients.** Described in the MCA.

**6.7. CJIS Security Policy.** Described in the MCA.

**Section 7. VaaS Program Terms.** All hardware provided by Motorola to Customer under the VaaS Program will be considered Equipment, as defined in the MCA and constitutes a purchase of Equipment subject to the terms and conditions contained therein. In addition, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

**7.1. Technology Refresh.** Body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") may be eligible for a technology refresh as described in the Proposal. If included in the Proposal, and in the event the Body Camera is eligible for replacement applicable under this **Section 7.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Proposal) will not be eligible for a technology refresh hereunder.

**7.2. No-Fault Warranty.** If specified in the Proposal, and subject to the disclaimers set forth in the Agreement, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed

under the MCA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The **"No-fault Warranty"** means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

**7.3. Commitment Term.** Customer accepts that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Proposal (the **"Initial Commitment Term"**). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 11.2 – Termination** hereunder.

**Section 8. Additional Devices.** Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a **"Subsequent Commitment Term"**) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a **"Commitment Term"**.

## **Section 9. Included Subscription Software.**

**9.1 VideoManager EL.** Subject to **Section 11.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System during the VaaS Term (as defined below), use of the Cloud Hosted Evidence Management System is subject to the MCA and SLA. Customer's subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, Customer's continued use of expired Equipment with the Cloud Hosted Evidence Management System is subject to Customer's purchase of additional access at Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

**9.2 CommandCentral.** If specified and included in the Proposal, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral (CC), which provides access to CC Community, CC Capture, CC Vault and CC Records. Additional CC licenses may be purchased for an additional fee.

**9.3 VideoManager EX:** Subject to **Section 11.1 – VaaS Term**, if specified in the Proposal, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the MCA and SLA. Following expiration of the applicable Commitment Term, Customer must purchase additional access to VideoManager EX, at Motorola's prevailing rates, to continue using expired Equipment with the VideoManager EX, or Motorola may disconnect connectivity of any expired Equipment.

**9.4. Vigilant VehicleManager or Vigilant ClientPortal.** The VaaS Program provides Customer with a subscription to Vigilant VehicleManager or Vigilant ClientPortal, as specified in the Proposal, during the VaaS Term (as defined below). Following expiration of the applicable Commitment Term, if Customer

desires to continue use of expired Equipment with the Vigilant VehicleManager or Vigilant ClientPortal, Customer must purchase additional access to Vigilant VehicleManager or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.

**9.4.1. Access.** Use and access to VehicleManager is strictly restricted to Law Enforcement Agencies ("LEAs") and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access Client Portal.

**9.5. CarDetector.** Customer Customer may purchase Vigilant CarDetector which is Subscription Software. For Customers subscribing to CarDetector, Customer is required to obtain a CLK for each Motorola-approved camera which uses CarDetector. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Vigilant technical support staff.

## **Section 10. VaaS Program Payment.**

**10.1 Mobile Video System:** Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in a Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be prorated based on the applicable number of days remaining in the such initial Subscription Quarter.

**10.2 LPR System:** Unless otherwise provided in a Proposal (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in a Proposal. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to Customer's initial purchase, the Fees for the additional LPR Product will be added to the yearly subscription Fee and will be payable on the same Fee payment schedule as the initial LPR Products purchased by the Customer; provided, however, that for the first Subscription Year during which such additional LPR Product(s) is purchased, the subscription Fee for the applicable additional LPR Product(s) will be prorated based on the applicable number of days remaining in such initial Subscription Year.

## **Section 11. VaaS Program Term and Termination.**

**11.1 VaaS Term.** Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term or the Initial Commitment Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer

Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

**11.2 Termination.** The termination provisions applicable to the VaaS Program will be those set forth in the MCA and SLA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

**11.3 Post Termination Subscription Software Access.** Upon completion of the VaaS Term, Customer may elect to purchase additional CLKs, at then current rates, for continued Vigilant CarDetector and/or Subscription Software access. If applicable, additional network costs, at then current rates, may apply. Any continued Software Subscription access shall continue to be governed by the MCA and SLA.

**Section 12. System Completion.** Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the MCA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

**Section 13. Additional Cloud Terms.** The terms set forth in Section 4.4 Additional Cloud Terms of the SLA apply in the event Customer purchases any cloud hosted software Products, including a Cloud Hosted Evidence Management System.

**Section 14. Survival.** The following provisions will survive the expiration or termination of this MVVA for any reason: Section 1 – Addendum; 3 – Evidence Management Systems; Applicable Terms and Conditions; Section 4 – Payment; Section 6.2 – Applicable End User Terms; Section 9.1 – VideoManager EL Section 11 – VaaS Program Term and Termination; Section 14 – Survival.



Section 7

# References

Reference #1:	
Company Name:	Montclair Police Department
Address:	4870 Arrow Highway Montclair, CA 91763
Contact Name:	Brandon Kumanski, Lieutenant
Phone Number:	909.448.3005

Reference #2:	
Company Name:	San Luis Obispo Police Department
Address:	990 Palm Street San Luis Obispo, CA 93401-3249
Contact Name:	Eric Mortensen IT Systems Engineer
Phone Number:	805.781.7529

Reference #3:	
Company Name:	Pomona Police Department
Address:	490 W Mission Blvd Pomona, CA 91766
Contact Name:	Paul Lucifora Police Corporal
Phone Number:	909.455.4761



## Section 8

# Litigation Disclosure

Motorola discloses all material litigation in its Annual and Quarterly reports filed with the United States Securities and Exchange Commission. The Annual Report on Form 10-K, as filed with the SEC for the fiscal year ended December 31, 20xx, and any subsequent Quarterly Reports on Form 10-Q, contain a description of litigation considered to be material in accordance with the public disclosure requirements of the SEC. Because the Annual Report and Quarterly Reports contain only such litigation, as is material for public disclosure under SEC rules, it may not list all litigation with which MSI or its subsidiaries are presently involved. Our Annual Report on Form 10-K and Quarterly Reports on Form 10-Q can be found at [www.sec.gov](http://www.sec.gov) or on our website, <http://investors.motorolasolutions.com/financials.cfm>.

Motorola Solutions, Inc. ("Motorola") is a Fortune 500 company with billions of dollars in annual sales. Considering this sales volume, instances may occur in the ordinary course of business where disputes with customers, including governmental agencies, are raised concerning contract performance. After due inquiry, to its best knowledge and belief, Motorola is not aware of having failed to complete any work that had been awarded to us.



## Section 9

# Motorola Exhibits

Motorola has included the following exhibits to supplement our response:

- Exhibit A: M500 In-Car Video System Solution Description
- Exhibit B: V700 Body-Worn Camera Solution Description
- Exhibit C: VideoManager EL Cloud Solution Description

## 9.1 Exhibit A: M500 In-Car Video System Solution Description

The M500 In-Car Video System is the first AI-enabled in-car video solution for law enforcement. It combines Motorola's powerful camera technology with our industry-leading digital evidence management software, VideoManager, to deliver high-quality digital evidence and real-time analytics.

The M500 offers the following benefits:



- Delivers exceptionally clear, evidence-grade video, from inside and outside the vehicle

The M500 has three high-definition cameras, mounted on the front and rear windshield and in the cabin. The front camera has a 4K sensor, with an ultra high-definition recording resolution that captures both wide-angle and focused video streams. The cabin camera's infrared illumination allows backseat recording in total darkness, and a built-in microphone captures audio in the vehicle during recording.

- Works reliably, even in challenging situations

The cameras and processor are small, rugged devices, easily and securely installed where they do not hinder any line of sight. They are tamper proof and built to withstand significant impact and severe weather conditions. Even if a vehicle is in a serious collision, the Uninterruptible Power Supply automatically kicks in to continue capturing evidence for those critical extra seconds.

- Protects video data, whether in transit or at rest

The powerful core processor, with a 1 terabyte drive, securely stores all video footage, encrypting the data to prevent cyber threats.

- Provides users a reliable, easy-to-learn system

Ease of use is at the heart of the M500. The interface is highly intuitive, and any feature can be accessed with no more than three touches of the control panel. Users can start a recording manually or program sensors to activate a recording when triggered – such as a siren, blue lights, vehicle speed, crash detection, wireless microphones, and more. After the recording starts and is categorized, everything is automated, including the uploading of footage to the system's evidence management software, VideoManager. There, recordings are easily managed, redacted, organized, and shared with all authorized parties, including first responders, fleet managers, investigative officers, supervisors, prosecutors, and legal teams.

- Increases efficiency

The system's software makes it easy to search and analyze video footage, which can save countless hours for users and minimize human error.

- Promotes trust

By providing a clear record of incidents that occur while officers are on duty, the M500 promotes trust between public safety agents and the communities they serve.

- Integrates seamlessly with other Motorola technologies

The M500 offers additional benefits when working in conjunction with Motorola's V700 Body-Worn Camera or L5M License Plate Recognition camera and VehicleManager.

When used with the V700, the M500 in-car video system triggers the V700 to record at the same time. Officers can focus on the situation at hand, while the cameras – working together as a seamless system – capture synchronized recording from multiple vantage points. The footage is uploaded to and can be reviewed on the same system.

When used with the L5M, both the LPR camera and the M500 feed their collected license plate data into Vigilant VehicleManager and display the information on a single interface. Working together, the systems increase coverage while maintaining ease of use through a shared user interface and database.

The M500 is a reliable and comprehensive mobile video solution that will enhance safety, promote accountability, and improve efficiency. It ensures that you always have the critical information needed for smarter, faster decisions to help keep officers and the communities they serve safe.

## 9.2 Exhibit B: V700 Body-Worn Camera Solution Description

The V700 body-worn camera captures clear video and audio of every encounter from the user's perspective. Its continuous-operation capabilities allow constant recording, helping the user to capture every detail of each situation and create a reliable library of evidence for case building and review. The V700 can stream live video and report real time GPS location through a built-in LTE modem, directly to the suite of CommandCentral applications.

The V700 is easy to operate, with four control buttons. Its innate Record-After-the-Fact® (RATF) technology enables the device to capture important video evidence that can be retrieved hours or days after an incident occurs, even if a recording is not triggered by the user or sensor. With RATF, officers can prioritize response to immediate threats versus manually activating their camera.

### 9.2.1 Key Features of the V700

- **Detachable Battery** – The V700's detachable battery allows officers to switch to a fully-charged battery if their shift goes longer than expected. Since the battery charges without being attached to the V700, the battery is kept fully charged in the dock ready for use. This feature is especially helpful for agencies that share body-worn cameras with multiple officers.
- **Wireless Uploading** – Recordings made by the V700 are uploaded to the agency's evidence management system via LTE or WiFi. This enables easy transfer of critical recordings to headquarters for immediate review or long-term storage.
- **Real-time Location and Video Streaming** – With built-in LTE connectivity, the V700 paired with CommandCentral Aware will send location updates and stream live video to a dispatch center or Real Time Crime Center (RTCC) giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **LTE Service Ready** – The V700 is approved for use on Verizon and FirstNet networks in the U.S. and Bell Mobility in Canada. The V700 will ship with a pre-installed SIM from both carriers, ready for service activation upon arrival with a data plan that best suits the agency's needs. LTE service activation would be on the agency's carrier account. Motorola Solutions does not provide LTE service for the V700 camera.
- **Data Encryption** – The V700 uses FIPS-140-2 compliant encryption at-rest and in-transit. This ensures recordings made by the agency's officers are secure from unauthorized access.
- **Record-After-The-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. The camera user or admin can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Natural Field of View** – The V700 eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction ensures a clear and complete evidence review process. The V700's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.



- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables V700 users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.
- **In-Field Tagging** – The V700 enables easy in-field event tagging. It allows officers to view event tags and save them to the appropriate category directly from the body-worn camera or via the SmartControl app.
- **Auto Activation** – The V700 body-worn camera(s) paired with an M500 or 4RE in-car video system(s) can form a recording group, which automatically starts recording when one of the devices begins to record. Each device can be configured to initiate a group recording using triggers like lights, sirens, doors, gun racks, and other auxiliary inputs. Up to eight V700s can form a recording group and collaborate on recordings, without a corresponding in-car video system, using similar triggers. Group recordings are uploaded and automatically linked to the evidence management system as part of one event.

## 9.2.2 V700 and In-Car Video Integration

The V700 integrates seamlessly with the M500 or 4RE in-car video systems, capturing video of an incident from multiple vantage points. This integration includes the following features:

- **Distributed Multi-Peer Recording** – Multiple V700 body-worn cameras and in-car video systems can form a recording group and based on the configuration, automatically start recording when one of the devices begins to record. Group recordings are uploaded and automatically linked to the evidence management system as part of one incident.
- **Automatic Tag Pairing** – Recordings captured by integrated V700 body-worn cameras and in-car video systems can be uploaded to the evidence management system with the same tags. From the in-car video system's display, videos can be saved under the appropriate tag category. The tag is then automatically shared with the V700 video and uploaded as part of one incident along with the officer's name.
- **Evidence Management Software** – When V700 body-worn cameras and in-car video systems record the same incident, the Motorola Solutions evidence management software automatically links those recordings based on officer name, date, and time overlap.
- **Additional Audio Source** – The V700 can serve as an additional audio source when integrated with the in-car video system. The V700 also provides an additional view of the incident and inherits the event properties of the in-car video system's record, such as officer name, event category, and more, based on configuration.

## 9.2.3 V700 and APX Radio Integration

Motorola Solutions' APX two-way radios can pair with V700 body-worn cameras to automate video capture through Bluetooth. When the APX's emergency mode button is pressed, or the Man Down feature is activated, the V700 is triggered to start recording immediately. The recording will continue until manually stopped by the officer via the start/stop button on the V700 or group in-car video system.

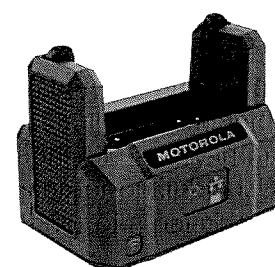
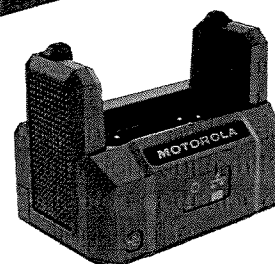
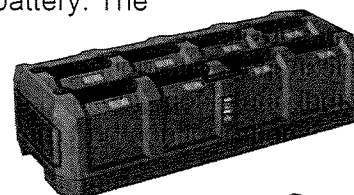
## 9.2.4 Holster Aware™ Integration

The V700 integrates with a Holster Aware™ sensor through Bluetooth. If configured, the sensor automatically prompts the V700 to record the moment the holstered equipment is drawn. The holster sensor information is stored with the V700 user profile and uploaded to the evidence management system. If the user is assigned to a different camera, the holster sensor information will be applied to the new camera. The holster sensor allows officers to record high-stress events as they unfold, without having to sacrifice situational awareness by manually activating the V700.

## 9.2.5 Docking Stations

The V700 has three docking options:

- **Transfer Station** – The Transfer Station is built for large, multi-location agencies with large numbers of V700 cameras in service at any given time. It can charge up to eight fully assembled body-worn cameras or individual batteries. The eight docking slots include an LED indication of a battery charging and upload status. While the V700 charges, the Transfer Station can automatically offload recordings from the camera to the evidence management system via an integrated 2.5Gb switch. The Transfer Station connects directly to the LAN for fast offload of recorded events to storage, while charging the body-worn camera battery. The Transfer Station supports comprehensive device management capabilities, such as camera configuration, checkout and officer assignment options; rapid checkout, kiosk, and individual camera checkout; automatic firmware and configuration updates.
- **USB Base** – The USB Base charges the battery of a single V700 or standalone battery pack. The USB Base can be mounted in a vehicle or attached to a desktop or Mobile Data Computer with 12V or USB connection for power. The USB Base has LED indications for battery charging status and upload, and an ambient light sensor for optimal LED brightness control from bright sunlight to the dim interior of a patrol car. When connected to a laptop or desktop computer, the USB Base can be used to upload recordings to the evidence management system, as well as, receive firmware and configuration updates.
- **Wi-Fi Base** – The Wi-Fi Base is mounted in a vehicle. It facilitates V700 upload of video evidence to the evidence management system, firmware updates, communication between V700 and in-car video system group devices and charges fully assembled V700s or individual battery packs. It has LED indications of battery charging status and upload, and an ambient light sensor for optimal LED brightness control, from bright sunlight to the dim interior of a patrol car.



## 9.2.6 Mounting Solutions

V700 is compatible with the entire line of V300 mounting solutions as depicted below.

**WGP02798**

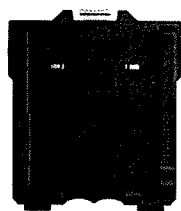
**WGA00669**

**WGA00668**

**WGP02697**

**WGP03088**

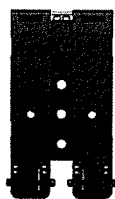
**WGP03085**



Magnetic  
Center Shirt  
Mount



Tek-Lok Belt  
Mount



Molle Locking  
Mount



Shirt  
Clip



Heavy  
Jacket Clip



Heavy Jacket  
Magnetic Mount

## 9.3 Exhibit C: VideoManager EL Cloud Solution Description

VideoManager EL Cloud simplifies evidence management, automates data maintenance, and facilitates management of Lake County Sheriff Department's cloud-based, off-premises storage solution.

It is compatible with V300/V700 body-worn cameras and M500 in-car video systems, as well as, legacy VISTA body-worn cameras and 4RE in-car video systems enabling Lake County to upload video evidence quickly and securely. VideoManager EL Cloud allows live streaming from the V300/V700 body-worn cameras and the M500 in-car video system to CommandCentral Aware.



### 9.3.1 Video Evidence Management

VideoManager EL Cloud delivers benefits to all aspects of video evidence administration. With this streamlined process, Lake County minimizes the amount of time spent manually managing evidence, allowing your team to spend more time in the field.

#### Simplified Evidence Review

VideoManager EL Cloud makes evidence review easier by allowing users to upload evidence into cloud storage from their in-field devices. This information includes a recording's date and time, device used to capture the evidence, event ID, officer name, and event type. This allows Lake County to view recordings of an incident that were taken from several devices simultaneously, eliminating the task of reviewing irrelevant footage. Its built-in media player includes a visual display for incident data, highlighting moments of interest when lights, sirens, or brakes are activated during the event timeline.

Other relevant files, such as PDFs, spreadsheets, reports, third-party videos, audio recordings, pictures, and drawings can also be grouped together and stored under a specific case entry, allowing all pertinent information to be stored together.

#### Easy Evidence Sharing

VideoManager EL Cloud allows you to easily share information by exporting evidence. Ways to export evidence include downloading to a PC, sharing evidence through a cloud-based service, or Rimage. Rimage is a robust tool responsible for exporting evidence to DVD/BR discs.

#### Automatic Data Maintenance

VideoManager EL Cloud can schedule the automatic purging of events based on recorded event category and age. It is user customizable.

#### Security

Lake County will sync security groups and users from the Azure Active Directory. In VideoManager EL Cloud, Lake County can grant groups access to the evidence on an as-needed basis.

## Integration with In-Car Video Systems and Body-Worn Cameras

Video and audio captured by the integration of in-car video systems (4RE, M500) and body-worn cameras (VISTA, V300, V700) are automatically linked in VideoManager EL Cloud based on time, officer name, or group recordings. Lake County can utilize synchronized playback and export of video and audio from multiple devices in the same recording group.

### 9.3.2 Device Management

Lake County can easily manage, configure, and deploy their in-car and body-worn cameras in VideoManager EL Cloud. Body-worn cameras are checked out to a given officer, where VideoManager EL Cloud keeps record of who last had the body-worn camera. In contrast, in-car video systems are configured with a list of officers who are authorized to use it. When an officer logs into the device, the officer is marked as the owner of any evidence that is created by the device. VideoManager EL Cloud does not display the officer's name who is currently associated with the in-car video system, but it does for body-worn cameras.

VideoManager EL Cloud's Rapid Checkout Kiosk feature allows agencies to take advantage of pooled body-worn cameras. The cameras can be checked out at the beginning of a shift using an easy-to-use interface. At the end of a shift, the body-worn camera will be returned to its dock, where video is automatically uploaded. The camera is then ready to be checked out for the next shift.

The in-car and body-worn cameras can also be configured to remember preference settings for each user, including volume level, screen brightness and camera aim. These settings are applied whenever a device is assigned to a specific user. There are other settings in VideoManager EL Cloud that will enable Lake County to configure devices to operate in alignment with your agency's policies and procedures.

### 9.3.3 Reporting

VideoManager EL Cloud's Report Management allows the creation of reports that will give Lake County greater insight into the system. Reports are created to provide a specific type of data from a specified time period. Report types cover areas such as recorded event details, purged recorded events, recorded events with unknown metadata, body-worn camera assignments, device use, and case details.

