



MOTOROLA SOLUTIONS

Proposal

City of Carson

Citywide License Plate Reader Technology

RFP 22-038

October 17, 2022

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

October 17, 2022

City of Carson
Attn: Josilla Togiola, Acting Senior Buyer
701 E. Carson St.
Carson, CA. 90745 Re: Public Safety Software RFP

Subject: Citywide License Plate Reader Technology RFP 22-038

Dear Josilla Togiola:

Motorola Solutions, Inc. (Motorola) appreciates the opportunity to provide quality video equipment and services to City of Carson (the City). Motorola Solutions is a global leader in mission-critical communications with over 90 years' experience. Through Motorola Solutions' acquisition of Vigilant Solutions, we have combined our extensive experience in supporting public safety, commercial and enterprise (HOA, etc.) customers with Vigilant Solutions' 18 years of experience providing LPR solutions. Together, Motorola Solutions and Vigilant Solutions pursue a joint mission of helping public safety agencies gather the data they need to help keep communities safe.

We are pleased to have the opportunity to present the attached LPR proposal for the City of Carson. The Motorola solutions' project team has taken great care to develop and propose a solution that best suits your current requirements, set forth in the RFP. The Motorola solution includes a combination of hardware, software, and services including:

- Quick Deploy LPR Cameras
- Installation (with or with poles)
- LEARN analytics software, device management software, and unlimited cloud-based storage
- Maintenance/Warranty/Damage and Theft Protection
- Top-notch service and support

We thank you for the opportunity, and if selected, look forward to furnishing the City with "best in class" solutions as well as strengthening our relationship by implementing this project.

This proposal consists of this cover letter and its Exhibits. This proposal is governed by the terms of the Master Customer Agreement and any applicable addenda provided herein, or any alternative thereof that has otherwise been agreed upon by the parties in writing. The City of Carson may accept this proposal by issuing a Purchase Order referencing this proposal and agreed upon contract. Should you have any questions, please contact your Motorola Solutions Account Manager, Louis Wershaw at (209) 283-0990 or by email at louis.wershaw@motorolasolutions.com.

Sincerely,

MOTOROLA SOLUTIONS, INC.



Nicole Talton
Motorola Solutions Sales and Services
Vice President of Sales – Video

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Section 1

Company Certification and Personnel Verification

Certification, on company letterhead that the person submitting the proposal is authorized to contract on behalf of the prospective contractor. Examples of authorized persons include owner, partner, or corporate officer. Include name, title, address, and contact information. If proposer is a corporation, certification should include statement that corporation is in good standing with the California Secretary of State. Include general company information and resumes of personnel to be assigned to the engagement.

Motorola Solutions Response:

Motorola has provided our California Certificate of Good Standing on the following page. For company information of tentative key personnel please see Section 2, Team Qualifications and Section 3, Key Staff and Team respectively.

State of California

Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

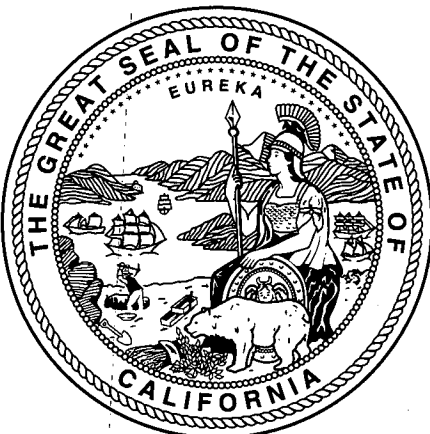
MOTOROLA SOLUTIONS, INC.

FILE NUMBER: C0679903
REGISTRATION DATE: 05/04/1973
TYPE: FOREIGN CORPORATION
JURISDICTION: DELAWARE
STATUS: ACTIVE (GOOD STANDING)

I, DEBRA BOWEN, Secretary of State of the State of California,
hereby certify:

The records of this office indicate the entity is qualified to
transact intrastate business in the State of California.

No information is available from this office regarding the financial
condition, business activities or practices of the entity.



IN WITNESS WHEREOF, I execute this certificate
and affix the Great Seal of the State of
California this day of November 18, 2011.

DEBRA BOWEN
Secretary of State

Section 2

Team Qualifications

The Consultant shall provide a summary of the Consultant's qualifications for this proposal. General information about the firm(s), location of office(s), years in business and areas of expertise is also requested. The Consultant shall provide a minimum of three examples of similar efforts prepared by the firm and proposed team members.

Motorola Solutions Response:

2.1 General Company Information

Motorola is a global leader in mission-critical communications with over 90 years of experience. Through Motorola's acquisition of Vigilant Solutions, we have combined our extensive experience in supporting public safety and commercial customers with Vigilant Solutions' 15 years of experience providing LPR solutions. Together, Motorola and Vigilant pursue a joint mission of helping public safety agencies gather the data they need to help keep communities safe. Motorola Solutions and Vigilant employ a staff of 18,000.

Motorola's Vigilant LPR products have been deployed for more than 2,500 Federal, State, and Local law enforcement agencies to efficiently identify public safety threats, such as vehicles flagged in Amber Alert, drug trafficking, human trafficking, or missing persons cases. And because these agencies can share data, each agency that joins provides more data and hotlist information to help make all participating agencies more efficient.

The Vigilant LEARN database is one of many differentiating benefits of partnering with Motorola. Our innovative solutions enable our customers to more effectively support their public safety personnel and better coordinate with each other. Simple, quick deploying cameras enable officers to shift the focus of their policing as events dictate, without professional deployment services. Software licensing for third-party cameras enables customers to gather more data by supplementing their Vigilant cameras using supported cameras already in their inventory. The Mobile App data from LEARN and camera detection into the hands of Officers in the field, who can send back to command center personnel by scanning license plates with their phone camera.

To keep data safe, the Vigilant LPR solution provides protection through CJIS compliance and secure hosting. Vigilant cloud applications and data are hosted on Azure Government, providing critical protection for LPR data.

The Vigilant solution is integrated into Motorola's unique end-to-end public safety workflow. We believe that integrated technology is the future of public safety.

With powerful tools and applications that work together seamlessly, sharing data across platforms, and helping to streamline your response to any emergency, Motorola Solutions can provide future options for the City, generating a wealth of new capabilities that will make your new LMR network even more effective in the pursuit of stronger, safer, and more prosperous communities.

2.2 Examples of Similar Projects

Carlsbad, CA

Multi-Site fixed LPR project.

Las Vegas, NV

Multi-Site fixed LPR projects.

San Luis Obispo County, CA

Rapidly Deployable LPR project.

Section 3

Key Staff and Team

The Consultant shall identify key staff and include a description of their abilities, qualifications, and experience. Attach detailed resumes of key staff that will be assigned to this project with ½ page summaries of those proposed. Include a proposed project structure and organizational chart.

Motorola Solutions Response:

The primary point of contact for the customer is the Senior Account Manager for Video. The Account Manager will manage the order and all customer engagement needs. Upon order submission, we will assign a Customer Success Manager/Project Manager (CSM) to oversee the implementation of the project. They will help coordinate schedule, deliverables, communications and all the resources needed to ensure a successful implementation including the Field Technician and any associated partners. The Executive Oversight will be the Central Area Sales Manager and any escalation if the project can be forwarded to them.

The team associated with this project is listed below and in the organizational chart, along with a brief description of key implementation roles.

Nicole Talton – VP of Sales, Video

Norberto Colon – MSSSI VP, Video

Sean Heieck – Regional Account Manager, Video

Jeff Ashton – Senior Account Manager

Louis Wershaw – Video Senior Account Manager

Joe Israwi – Video Technician

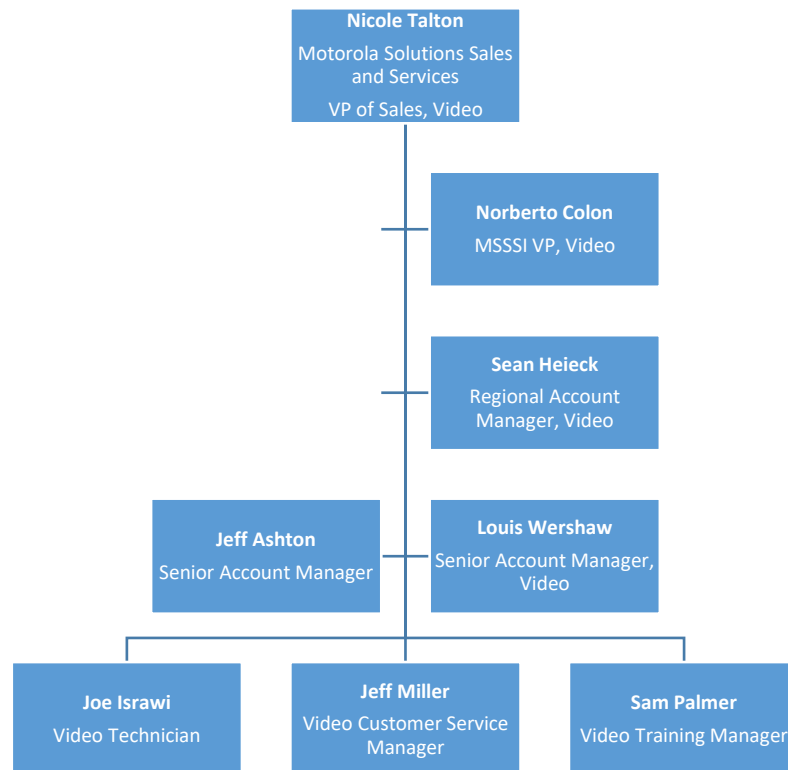
In Charge of the Field Service team who oversees implementation of Hardware. Ensure that cameras are functioning correctly and are uploading into the server. They also provide on-site training on hardware.

Jeff Miller – Video Customer Success Manager/Project Manager

Responsible for successful implementation of Project. Coordinates schedule, deliverables, communications and all the resources needed to ensure a successful implementation including the Field Technician and any associated partners.

Sam Palmer – Video Training Manager

Provides on-site training on hardware.



Section 4

Project Understanding

Consultant shall describe its understanding of the project and the key goals and objectives. Consultant can expand on the scope of work to incorporate optional tasks.

Motorola Solutions Response:

Motorola Solutions proposes the most current iteration of the L-Series Rapidly Deployable Solar Powered Camera.

The LPR systems will be synchronized with the Sheriff Office's existing Vigilant Solutions Law Enforcement Archival Reporting Network (LEARN) account with the ability to provide alert notifications of "hits" to Dispatch in the existing LASD workflow. Collected data will be available to LASD Investigators and Analysts in their existing workflow.

The L6Q camera system spec sheet is attached in this section to give a preview of its capabilities.

Motorola Solutions is proposing a comprehensive solution to enhance the City of Carson's public safety operations with LPR cameras. This solution will include:

- 26 L6Q Quick Deploy Cameras.
- Mounting hardware.
- Data Connectivity from Cameras to the City's command center.
- Back-office alert and configuration software.
- Local Storage.
- Warranty support.
- (Optional) Installation services.

The following sections provide additional information on the capabilities of the L6Q, the proposed back-office software, and warranty.

4.1 L6Q Quick-Deploy LPR Camera System

The L6Q Quick-Deploy LPR Camera System is an easily deployable license plate recognition (LPR) camera system that will help the City of Carson capture critical investigative data and protect their citizens. It collects clear plate, make, model, color and speed data in both light and dark conditions. The long-range, integrated infrared illumination and starlight sensor will enable the City of Carson to scan vehicles, even in darkness.



The L6Q offers:

- **Rapid Install, Rapid Insight** - The L6Q can be set up in a matter of minutes at almost any location, making it easy to quickly change areas of surveillance.
- **Durability and Security** - To protect against weather conditions, the L6Q camera meets IP67 requirements, and is NEMA4 compliant. Its tamper-proof design and paintable, removable shroud helps the technology to stay physically secure while blending in with its surroundings.
- **Versatile Power Options** - The L6Q includes a new, high-capacity, swappable internal battery along with solar and AC/DC direct line power options.
- **Remote Management** - Configuration and activation of the L6Q takes place from your Android or iOS smartphone using our Mobile Companion application.
- **Connectivity** – The L6Q supports 4G data connectivity to transmit data.
- **Investigative Data Analytics** - The L6Q goes beyond alerting and searching with patented analytics, complete control over data retention, and broad sharing options. Radar-based triggering can be configured to capture vehicles moving at specific speed thresholds and directions of travel, focusing strictly on the data you're interested in.
- **Local Storage** – The proposed cameras include 16GB SIM cards for “on device” storage.

The proposed LPR solution will also give the City of Carson the software needed to capture and manage critical evidentiary data. The L6Q seamlessly connects with Vigilant PlateSearch, our LPR software that uses patented vehicle location analytics and accesses data obtained from billions of nationwide detections. By using Vigilant PlateSearch, the City of Carson gains access to a vast database of evidence to assist in investigations.

4.2 LEARN PlateSearch

Vehicle detections alone will not solve crimes; they create more work. Motorola's Law Enforcement Archival Reporting Network (LEARN) PlateSearch uses a vast database of plate detection data, as well as powerful search, analytic, and data management tools to turn those detections into leads. With precise investigative tools and access to a database containing information from billions of detections, the City will be able to quickly solve investigations and make their community safer.

Powerful Searching and Analytics

LEARN PlateSearch is equipped with powerful search and analytic tools to find, track, and analyze vehicles of interest. LEARN PlateSearch offers:

- **Intuitive Plate Searching** - Users can search for complete and partial plate numbers and add them to hotlists that will send alerts when a matching plate is detected. Users can also access historical data to find where the plate has been previously spotted and use that data to track that vehicle's typical routes.
- **Easily Narrowed Results** - Vehicle color, year, make, and model search filters can be used to narrow down a large number of vehicles to a manageable subset.
- **Associate & Convoy Vehicle Analysis** - Associate and convoy analysis will enable the City of Carson to identify vehicles that are connected to vehicles of interest. This gives the City of Carson more opportunities to generate leads using information they find during an investigation.
- **Location Analysis** - Location analysis will allow users to acquire information about the position of suspicious vehicles. They can determine its most probable locations, with dates and times. Addresses can also be paired to vehicles, helping to focus on where a crime took place. This data can be compared to historical LPR data to determine what, if any, vehicles were at a location during the time a crime occurred.



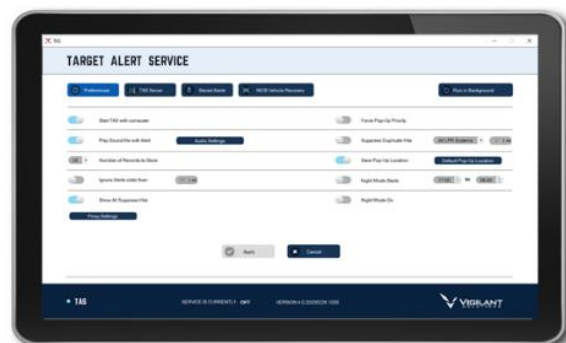
Flexible and Secure Data Management

LEARN PlateSearch will help organize and maintain data in a way that fits users' needs. LEARN PlateSearch data management capabilities supports the following management features:

- **Flexible Data Retention** - A configurable data retention policy preserves data for as long as it's needed to close a case and to meet state and local data retention requirements.
- **Industry Standard Security** - A Criminal Justice Information Services (CJIS) compliant Security Policy provides industry standard quality of physical security, redundancy, access control, audit functionality, encryption of data, and compliance regulation.

Shared Law Enforcement Data

Motorola is proposing cloud-based storage for the City's LPR data, including access to the largest LPR database in the United States. It hosts over 30 billion LPR scans and is growing at a rate of 450 million scans per month. Data retention is customizable. Each agency can set retention length to match their standard operating procedures, local ordinances, and community guidelines. Retention can be set to any length of time, ranging from instant deletion after the capture to indefinite storage.



The proposed subscription will include Law Enforcement Archival Reporting Network (LEARN) access. LEARN allows law enforcement agencies to

share LPR data with over 2,000 other agencies on the network. This enables cameras to detect vehicles from multiple agency hotlists, including NCIC hotlists.

This data feeds into LEARN PlateSearch and Target Alert Service (TAS) software provided as part of this solution, enabling that software to flag vehicles more effectively.

Target Alert Service (TAS)

Target Alert Service (TAS) improves response speed and efficiency by sending near-real time alerts from camera hardware to officers in vehicles and to back-office personnel, such as the Dispatch Center or a Stolen Vehicle Task Force. TAS compares scanned license plates with a hotlist configured by the City of Carson, alerting personnel when it detects a match.

The TAS interface saves time by using alert sounds to notify personnel of detected hot list alerts, and by helping to route law enforcement staff to the location of vehicles that trigger a hotlist alert.

Mobile Companion

The Mobile Companion app has been included to enable set up, configuration of and notifications from the L6Q cameras.

Mobile Companion can be upgraded (at additional cost) to enable officers patrolling on foot to scan license plates, remotely access LEARN PlateSearch on iOS and Android Smartphones, and receive hot list alerts.



4.3 Maintenance and Licensing Options

Hardware warranty, including customer service support, is included as part of the proposed camera subscription. Motorola provides a no-fault warranty, repairing or replacing applicable equipment components or parts that cannot perform their function.

4.4 Installation

While this proposal includes optional installation on existing City owned infrastructure, the L6Q installation is simple, and the City's personnel can easily install or move the cameras without professional installers. Officers can easily deploy and redeploy cameras as needed without the hassle of scheduling and coordinating installation. By using a quick-deploy LPR camera, the City is not limited to monitoring one area per camera; officers can move the L6Q to areas of interest relevant to any investigation.


The L6Q simplifies the installation process with:

- **Simple Setup** - The faster you can install an LPR camera, the faster you can start making your community safer. The L6Q is compact and lightweight with a single screw locking mechanism, making installation easy and quick.

- **Versatile Mounting Options** - The L6Q mount can attach to most poles, T-poles, or to common infrastructure with included band-ties and lag-bolts. Because the L6Q can be mounted on almost any surface, and can be completely set up from your smartphone, one officer can easily install, configure, and activate the technology in a matter of minutes.
- **Secure Transporting** - The L6Q can be quickly transported from different locations with its carry case, which organizes everything needed for simple setup.


Motorola has included our installation steps on the following page to illustrate the simplicity of installing the L6Q camera system. These instructions show how to unbox and set up the camera, and how to install the camera on a pole.

The figures below provide an overview of the installation process.




UNBOXING WORKFLOW


EASILY INSTALL OUT-OF-BOX




1. Unbox




2. Install App




3. Power On




4. Launch Camera Setup App




5. Select Endpoint



6. Pair Camera



7. Charge Camera (Optional)





INSTALLATION + SERVICING WORKFLOW


EASILY INSTALL OUT-OF-BOX



1. Install Solar Panel



2. Install Camera Mount



3. Attach Camera



4. Secure Camera in Mount



5. Remove Lens Cover



6. Lens Cover is Phone Holder



7. Use App to Aim Camera



8. Lock and Secure



9. Remote Notify and Alerts



10. Maintenance and Servicing





QUICK-DEPLOY LPR CAMERA SYSTEM

Safety should be simple. By combining sophisticated license plate recognition (LPR) with consumer-grade ease of installation the L6Q camera system enables law enforcement agencies and businesses alike to better ensure the safety and security of the people they serve.

This next generation of quick-deploy LPR camera includes a new, high-capacity, swappable internal battery along with solar and AC/DC direct line power options. Additionally, configuration and activation takes place from your Android or iOS smartphone using our [Mobile Companion application](#).

On-board the L6Q, radar-based triggering can be configured for only vehicles moving at specific speed thresholds and directions of travel to focus on only the data you're interested in. The long-range, integrated infrared (IR) illumination and a new starlight sensor enable you to scan vehicles even in complete darkness. And lastly, a tamper-proof design and paintable, removable shroud makes the L6Q physically secure while blending in with its surroundings.

Like all of our license plate recognition camera systems, the L6Q seamlessly connects with our suite of software solutions. This includes Vigilant VehicleManager where your data is retained and shared based on your preferences, as well as operationalized by our patented analytics and search capabilities.



RAPID INSTALL. RAPID INSIGHT.



EASILY INSTALL OUT-OF-BOX

Start scanning plates in a matter of minutes with only one person required to install, configure and activate the L6Q.



GET THE DATA THAT MATTERS

Configure the L6Q to collect the plate, make, model, color and speed data you need - in light and dark conditions.



READY FOR ANY ENVIRONMENT

Deploy the L6Q where and when it's needed without worrying about weather, security, power source, or connectivity.



AMPLIFY INSIGHT & AWARENESS

Go beyond alerting and searching with patented analytics, complete control over data retention and broad sharing options.



L6Q LICENSE PLATE READER

DETECT

KEY SPECIFICATIONS

CAMERA PERFORMANCE

Optimal Capture Distance	55 ft (16.8 m)
Capture Range	30 - 75 ft (9.1 - 22.9 m)
Capture Speed Maximum	75 mph (120.7 km/h)
Field of View	24 ft (7.3 m) (multi-lane coverage)

OPTICS

Sensor Type	2.1MP Starlight Sensor
Image Resolution	1920 x 1080px
Pulsed LED Illumination	850 nm

HOUSING

Size (including mounting ball)	5.0 x 2.4 x 7.1 in (127 x 62 x 180 mm)
Color	Black, with Paintable Shroud

ENVIRONMENTAL

Environmental Protection	IP67
Operational Temperature	-22 to +131°F (-30 to +55°C)

SOLAR PANEL POWER UNIT

Power	40W
Battery Capacity	12 Ah
Cable Length	15 ft (4.6 m)
Connector	M12
Included Accessories	Mounting Bracket, Band Straps
Solar Panel Frame Dimensions	781.9 mm (W) x 470.6 mm (L) x 187.8 mm (D)
Solar Panel Bracket Dimensions	48.25 mm (W) x 250.4 mm (L) x 52.7 mm (D)
Weight	22 lbs for a Cat1 with one battery, 30 lbs for a Cat3 with one battery
Product Warranty	5 years

WIRELESS INTERFACE

Bluetooth	Bluetooth 5 LE
WiFi	802.11ac
Cellular	Internal LTE modem

Specifications are subject to change



DIRECT & BATTERY POWER

Direct Line Input Voltage	12V DC
Dual-Cell Battery	9.7 Ah (up to 20,000 scans on a single charge)
Power Consumption	9W maximum, 4W nominal

CAMERA ACCESSORIES

Description	Optional External Cellular Antenna, 120V AC Power Adapter, Extra Solar Panel Kit, Solar Power Extension Cord, Extra Solar Panel External Battery
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For more information, please visit
motorolasolutions.com/L60



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Specifications are subject to change without notice 10-2022 [CK03]



Section 5

Project Approach and Work Plan

Consultant shall describe its detailed work approach and methodology. Include all deliverables at each stage of the project, assumptions about the number of meetings needed with City staff and meetings with other stakeholders to complete the Scope of Work.

Motorola Solutions Response:

The system will be built then delivered to the customer. The Customer Success Manager (CSM) will coordinate delivery & user training with the agency's designated project manager. The CSM will coordinate with the project manager to ensure they have all information required. They will assist with setting up accounts, notifications, data-sharing, data retention, and answer any policy or training questions.

Once delivered, our Field Service Tech will come on-site to configure and provision the system to work with our LEARN/PlateSearch application. They will ensure the system is communicating with the network and scanning plates properly. They will also set up notifications via our Target Alert System for the agency, provide user training for the use of the trailer, and provide all other deployment information. Multiple training resources are available for the trailer and the use of our LPR application LEARN. We offer webinar, in-person, and on-demand training options to the agency, at no additional cost.

Motorola Solutions' Onboarding Process

1. Kickoff call - On this call, participating teams confirm they are aligned on deliverables and determine next steps for the project. Participants will discuss the specifics of the deployment phases, and ensure the parties involved know what is expected for the project. This call is typically scheduled immediately after a PO is issued and contracts are signed, and lasts 15-30 minutes.
2. Back-office training - This initial, 60-minute training covers back-office operations, including Vigilant ClientPortal usage. This training covers how to set up and manage users, set up vehicles, set up zones, and perform reporting. Scheduling for back-office training is typically discussed on the kickoff call and can take multiple meetings to ensure sufficient training is provided. - **Not required as systems work natively with LASD's Vigilant Solutions LPR ecosystem.**
3. Shipment and installation - Motorola Solutions will ship hardware to customer's location in this phase. Hardware shipments can take up to 30 days to arrive. Once hardware has been delivered, Motorola Solutions will schedule installation.
4. System startup and commissioning; Vigilant CarDetector training - This training is scheduled once installation is completed (**Not required as systems work natively with LASD's Vigilant Solutions LPR ecosystem.**) includes final camera commissioning by Motorola Solutions' Sales Technician to ensure the cameras are aimed correctly and functioning properly. This typically takes 30min per camera, but may vary based on the size of LPR deployment. Motorola Solutions' Sales Technician will train personnel on using L6Q Mobile Camera software for camera setup and configuration.

Section 6

Subcontractor List

Include the subcontractor's qualifications and the nature and extent of work to be performed by each subcontractor. Include firm qualifications (brief) and key personnel, telephone number, email address and contact person for all subcontractors in an appendix.

Motorola Solutions Response:

N/A. Motorola will not be using a subcontractor.

Section 7

Schedule



Consultant shall include a schedule of work and include primary deliverables and meetings.

Further discussions of project schedule are required for the City's project. Motorola has years of experience in the ALPR space with thousands of ALPR installations under our belt. Typically, within 30 days of order placement, equipment should arrive on-site. At that point; Motorola will schedule installation with field installers. Simultaneously, our Customer Success Manager will work with the City of Carson on training. In some cases, the project as proposed can be completed within 60 days of contract signing.

Section 8

Cost Proposal

Motorola has provided our Cost Proposal on the following pages.

		<p>Vigilant Solutions, LLC P.O Box 841001 Dallas, Texas 75202 (P) 925-398-2079 (F) 925-398-2113</p>			
Issued To:	Carson California - Attention: Josilla Togiola			Date:	10-11-22
Project Name:	CITYWIDE LICENSE PLATE READER TECHNOLOGY RFP 22-038 - Carson CA			Quote ID:	LQW-0454-01

PROJECT QUOTATION

We at Vigilant Solutions, LLC are pleased to quote the following systems for the above referenced project:

Subscription Hardware

Year 1

Qty	Item #	Description
(26)	VSFS-L6Q-S-SUB \$1,950.00 Each	L6Q Quick Deploy Camera (Solar Kit) Subscription <u>Offer Includes:</u> <ul style="list-style-type: none"> One (1) L6Q camera with two (2) Lex-11 high capacity internal batteries Solar Kit (40W solar panel, mounting bracket, charge controller, 12 Ah battery, Cable with M12 power connector) Camera mounting bracket USB-C cable and USB-C to USB-A adapter, Micro SD card, SIM card with cellular service Requirements <ul style="list-style-type: none"> Hosted LPR account for data storage, alerting, analytics and more 5-year Enterprise Service Agreement Subscription Info: <ul style="list-style-type: none"> Annual Subscription w/ Warranty & Software Service included Pricing only valid through December 31, 2022 <u>Optional, Sold Separately:</u> <ul style="list-style-type: none"> 12VDC Power Pigtail 120V AC power supply
Subtotal Price		\$50,700.00

Subscription Hardware

(Years 2-5)

Qty	Item #	Description
(104)	Prepaid-L6Q-S \$1,950.00 Each	Annual Prepaid Subscription - 1 L6Q camera via 1 Year <ul style="list-style-type: none">Continued cellular service12-month hardware warranty coverage12 months of data hosting of customer generated LPR records per the agency-defined retention policyContinued use of LEARN or Client Portal analytic and management tools
Subtotal Price		\$202,800.00

Optional Damage / Theft Insurance

(5 Year Coverage)

Qty	Item #	Description
(130)	L6Q-REPPLAN \$100.00 Each	L6Q Annual Replacement Plan <ul style="list-style-type: none">Annual L6Q replacement plan covers loss due to theft, vandalism, and or natural disasters only. 1 L6Q annual replacement included \$499 for any additional camera replacements. The replacement plan is per camera.
Subtotal Price		\$13,000.00

Technical Services

Qty	Item #	Description
(26)	SSU-SYS-L6Q-COM \$350.00 Each	System Start Up & Commissioning <ul style="list-style-type: none">Includes configuration of L6Q Solar LPR system(s) and Solar PanelIncludes install and alignment of L6Q on existing infrastructureExcludes Pole InstallationExcludes Travel Costs
Subtotal Price		\$9,100.00
Qty	Item #	Description
(4)	VS-TRVL-01 \$500.00 Each	Vigilant Travel via Client Site Visit <ul style="list-style-type: none">Vigilant certified technician to visit client siteIncludes all travel costs for onsite support services
Subtotal Price		\$2,000.00

Delivery

Qty	Item #	Description
(26)	VS-SHP-02 \$55.00 Each	Vigilant Shipping Charges - Fixed or Comms <ul style="list-style-type: none"> • Applies to each fixed camera LPR System • Or Communication Box Purchased without LPR System • Shipping Method is FOB Shipping
Subtotal Price		\$1,430.00
Qty	Item #	Description
(1)	Sales Tax \$5,196.75 Each	Sales Tax @ 10.25% of \$50,700.00 = \$5,196.75
Subtotal Price		\$5,196.75

Quote Notes:

1. All prices are quoted in USD and will remain firm and in effect for 60 days.
2. Returns or exchanges will incur a 15% restocking fee.
3. Orders requiring immediate shipment may be subject to a 15% QuickShip fee.
4. Compliance to local codes neither guaranteed nor implied.
5. This Quote does not include anything outside the above stated bill of materials.
6. L6Q LPR Cameras are Pre-Order Only. First Shipments are Expected Late Q4 2022.
7. Motorola's Master Customer Agreement and all applicable addenda, available at https://www.motorolasolutions.com/en_us/about/legal.html shall govern the products and services, and is incorporated herein by this reference.
8. LA County Master Agreement Pricing.
9. 5 Year subscription includes camera hardware, solar kit, warranty, camera licensing, unlimited cellular data, unlimited data hosting in LEARN.
10. Installation and setup on existing infrastructure only (recommended mounting height is 13'). New poles are not included.

Payment Terms:

1. 50% of Contract Price due upon Contract Execution.
2. 50% of the Contract Price due upon completion of System startup and commissioning.

Total Price	\$284,226.75
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Section 9

Small and Disadvantaged Business Enterprises (SBE/DBEs)

Consultant shall include certified SBE and/or DBE firms as sub-consultants, if sub-consultants are used. The percentage required is 15%. The Consultant's proposal shall describe the good-faith efforts that were taken to include a certified SBE and/or DBE for completion of one or more tasks associated with the scope of work.

Motorola Solutions Response:

N/A. Motorola will not be using a subcontractor.

Section 10

Client Reference List

Governmental entities preferred. Include client contact information and a brief description of the service provided to each client. Minimum of 3 references for work performed within the last 5 years.

In order to more fully evaluate your background and experience for the project herein proposed, it is requested that you submit a list of references and/or similar projects completed or in progress within the last 24 months or as noted in the requirements of the RFP or IFB. Your cooperation in this matter is greatly appreciated.

Motorola Solutions Response:

Company Name: Motorola Solutions, Inc.

Number of years as a contractor in the work of this type: 90+ years

Motorola has successfully implemented dozens of similar fixed LPR projects across many municipalities and agencies, including the agencies and municipalities listed below. In each of these projects, Motorola has installed and optimized Vigilant cameras and software, and set up the data transfer from the field to the cloud and back-office software. Motorola also delivered training for all of the listed customers, both during and after deployment. In each project, we continue to provide on-going training and support as required.

Los Angeles County Sheriff's Department	
Address	16850 4500 E City Terrace Dr. Los Angeles, CA 90012
Contact Name	Deputy Sam Paul
Contact Email	sspaul@lasd.org
Contact Phone	(562) 345-4472
Project Description	County Wide LPR Systems

Torrance Police Department	
Address	3031 Torrance Blvd Torrance, CA 90503
Contact Name	Matt Slawson
Contact Email	mslawson@torranceca.gov
Contact Phone	(310) 347-1437
Project Description	City LPR Systems

Long Beach Police Department	
Address	400 W. Broadway, 2nd Floor Long Beach, CA 90802
Contact Name	Officer Kevin Matter
Contact Email	kevin.matter@longbeach.gov
Contact Phone	562-972-9521
Project Description	City LPR Systems

Torrance Police Department ALPR Program	
Contact Name	Captain Mark Athan
Contact Email	mathan@torrance.gov
Contact Phone	310-415-2178
Project Description	40 Fixed Cameras, 3 Mobile Units, 1 Covert Unit

Los Angeles Sheriff's Department ALPR Program	
Contact Name	Deputy Sam Paul
Contact Email	sspaul@lasd.org
Contact Phone	323-829-0072
Project Description	Many Deployment's Directly with the Sheriff and with Contract Cities, Includes Fixed, Mobile, Trailers, and more.

San Bernardino Sheriff's Department ALPR Program	
Contact Name	Jenny Anderson
Contact Email	janderson@sbcasd.org
Contact Phone	909-387-3517
Project Description	Many Deployment's Directly with the Sheriff and with Contract Cities, Includes Fixed, Mobile, Trailers, and more.

Signature  _____

Section 11

Modification, Changes, or Exceptions to the City Contract of Service Agreement Template

Exceptions to the specifications of any proposed items, contract terms and conditions shall be fully described and stated in writing in Contract Service Agreement, Exhibit "B".

Motorola Solutions Response:

Motorola has provided our clarifications and exceptions on the following pages.

SECTION 12

Modification, Changes or Exceptions

Motorola Solutions, Inc.'s ("Motorola") proposal is subject to the enclosed responses, including any exceptions or clarifications to the City of Carson ("City") Request for Proposals for Citywide License Plate Reader Technology, Number RFP 22-038, issued October 6, 2022 (the "Carson RFP"), and to the terms and conditions of the enclosed Master Customer Agreement and all related Addenda and Exhibits or, in the alternative, negotiated versions thereof.

This proposal was prepared in accordance with Motorola's understanding of the City's requirements based on the information provided and on good systems design techniques. All certifications are made to the best of Motorola's knowledge and understanding at the time and date of submission of this bid.

REQUEST FOR PROPOSALS		
Sample City of Carson Contract Services Agreement	Exception	Motorola respectfully takes exception to the proposed Contract Services Agreement terms, including its exhibits except as clarified below. Motorola's proposal is based upon and subject to the enclosed responses to Carson RFP and the terms and conditions of Motorola's enclosed Master Customer Agreement ("MCA"), any exhibits and included Addenda, or in the alternative, negotiated versions thereof. Should its offer be accepted, Motorola proposes that City purchase from the MCA. Motorola is open to negotiation of additional terms and conditions that may not conflict with the MCA.
Contract Services Agreement Exhibit "B" Special Requirements	Clarification	Motorola clarifies that terms and conditions from the City's Special Requirements can be incorporated into a mutually negotiated MCA.

Section 12

Affidavit of Non-Collusion and Non-Discrimination

Motorola has provided the Affidavit of Non-Collusion and Non-Discrimination on the following page.

CITY OF CARSON
AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

I hereby swear (or affirm) under the penalty of perjury:

That the attached proposal or bid has been arrived at by the responder independently and has been submitted without collusion with and without any agreement, understanding, or planned common course of action with any other firm or entity designed to limit fair and open competition;

That the contents of the proposal or bid response have not been communicated by the responder or its employees or agents to any person not an employee or agent of the responder and will not be communicated to any such persons prior to the official opening of the solicitation responses; and

The proposer/bidder does not and shall not discriminate, will provide equal employment practices, and will adhere to an affirmative action program to ensure that in their employment practices, persons are employed and employees are treated equally and without regard to or because of race, religion, ancestry, national origin, sex, sexual orientation, age, disability, marital status or medical condition.

I certify that the statements in this affidavit are true and accurate.



Signature

Nicole Talton

Printed Name

10/17/2022

Date

Motorola Solutions Sales and Services
VP of Sales, Video

Title

Section 13

Affidavit of Federal Lobbyist Requirements

Motorola has provided the Affidavit of Federal Lobbyist Requirements on the following page.

**FEDERAL LOBBYIST
REQUIREMENTS CERTIFICATION**

Name of Firm: Motorola Solutions, Inc. Date: 10/17/2022

Address: 500 W. Monroe St. Ste 4400

State: IL Zip Code: 60661 Phone No.: 209-283-0990 (Louis Wershaw)

Acting on behalf of the above-named firm, as its Authorized Official, I certify as follows:

1. No Federal appropriated funds have been paid, by or on behalf of the above named firm to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of and Federal grant, loan or cooperative agreement, and any extension, continuation, renewal, amendment, or modification thereof, and;

2. If any funds other than Federal appropriated funds have paid or will be paid to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the above named firm shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions, and:

3. The above-named firm shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreement) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by Section 1352 Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Official:

Motorola Solutions Sales and Services

Name: Nicole Talton Title: VP of Sales, Video

Signature:  Date: 10/17/2022

Section 14

Debarment and Suspension Certificate

Motorola has provided the Debarment and Suspension Certificate on the following page.

DEBARMENT AND SUSPENSION CERTIFICATION

Name of Firm: Motorola Solutions, Inc.

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

I am a duly authorized representative of ("Consultant"). Consultant certifies, to the best of its knowledge and belief, that Consultant, including its principals:

Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency, and not does not have a proposed debarment pending;

Has not within the three-year period preceding this certification been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, contract, or subcontract under a public transaction; for violation of federal or state antitrust statutes; or for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) above; and

Has not within the three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

Consultant further certifies that Consultant, including its principals, is not listed on the government-wide exclusions in the System for Award Management.

Consultant acknowledges that falsely providing this certification may result in criminal prosecution or administrative sanctions, and that this certification is a required component of all proposals in response to this RFP/IFB.

A proposal that does not include a completed and signed version of this certification will be deemed incomplete and materially nonresponsive, and will not be considered.

CONSULTANT

By: 
Nicole Talton

Motorola Solutions Sales and Services
Title: Vice President of Sales – Video

Date: 10/17/2022

Section 15

Certificate of Compliance with Labor Code Section 3700

Motorola has provided the Certificate of Compliance with Labor Code Section 3700 on the following page.

**CERTIFICATE OF COMPLIANCE WITH LABOR CODE SECTION
3700**

Name of Firm: _____ Motorola Solutions, Inc. _____

Acting on behalf of the above-named firm ("Consultant"), as its Authorized Official, I, the undersigned, certify as follows:

Consultant is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with provisions of that code, and will comply with such provisions before commencing the performance of the work under any contract awarded in response to Consultant's proposal.

CONSULTANT

By: Nicole Talton

Title:

Nicole Talton

Date:

**Motorola Solutions
Sales and Services VP,
Video**

October 17, 2022

Section 16

W-9

Motorola has provided our W-9 on the following page.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 01/04/2022
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Section 17

Contractual Documentation

Motorola has provided our contractual documentation on the following pages.

Master Customer Agreement

This Master 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**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. Each Addendum will control with respect to conflicting terms in the MCA, but only as applicable to the Products and Services described in such Addendum. Each Ordering Document will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described on such Ordering Document.

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license 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 (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. 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 the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. Integration Services; Maintenance and Support Services. If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration**

Services”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “Services”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules. 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, the Agreement.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola’s performance of all Services listed in such Ordering Document (“**Service Completion Date**”); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement 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.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents 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.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, or data 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 (collectively, “**Documentation**”). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document 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.

2.6. 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 an Ordering Document. 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.

2.7. 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. "**Authorized Users**" are 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 an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**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.

2.9. 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 an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). 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.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") 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 Ordering Document in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Ordering Document 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 Ordering Document may be separately terminable as set forth therein.

3.3. Suspension of Services. Motorola may terminate or suspend any Products or Services under an Ordering Document 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.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, 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 must 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. Payment and Invoicing.

4.1. Fees. Fees and charges applicable to the Products and Services (the "**Fees**") will be as set forth in the applicable Addendum or Ordering Document, and such Fees may be changed by Motorola at any time, except that Motorola will not change the Fees for Products and Services purchased by Customer during the term of an active Ordering Document or during a Subscription Term (as defined and further described in the applicable Addendum). Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, 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.

4.2. 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 an Ordering Document. 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.

4.3. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. 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 an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products or Services.

5. Sites; Customer-Provided Equipment; Non-Motorola Content.

5.1. 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.

5.2. 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.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. 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 an Ordering Document 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 Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services ("**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 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 Ordering Document.

5.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, hardware, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content 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 Content in connection with the Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (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 Content with the Products and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Products and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Products and Services). If Customer receives notice that any Non-Motorola Content 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 Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content 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). Motorola may provide certain Non-Motorola Content as an authorized sales representative of a third party as set out in an Ordering Document. As an authorized sales representative, the third party's terms and conditions, as set forth in the Ordering Document, will apply to any such sales. Any orders for such Non-Motorola Content will be filled by the third party. Nothing in this Section will limit the exclusions set forth in **Section 7.2 – Intellectual Property Infringement**.

5.6. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Content 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. If provided for in the separate third party license, Customer may have a right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.

6. Representations and Warranties.

6.1. 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.

6.2. Motorola Warranties. 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 Ordering Document; 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 Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. 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 MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, 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 transferrable.

6.4. 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.

6.5. 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.

7. Indemnification.

7.1. 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 an Ordering Document or an Addendum, except to the extent the claim arises from Customer's negligence or willful misconduct. Motorola's duties under this **Section 7.1 – 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; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

7.2. 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 7.2 – 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.

- 7.2.1. 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 pro-rated 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).
- 7.2.2. 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 Content, 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.
- 7.2.3. This **Section 7.2 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

7.3. Customer Indemnity. 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 Content, 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 Content 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.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, 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.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE MOTOROLA PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE.

8.3. ADDITIONAL EXCLUSIONS. 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, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (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.

8.4. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed issues in **Section 8.3 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

8.5. 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.

9. Confidentiality.

9.1. Confidential Information. “**Confidential Information**” means any and all non-public information provided by one Party (“**Discloser**”) to the other (“**Recipient**”) 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 businessperson 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. The nature and existence of this Agreement are considered Confidential Information of the Parties. 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 Discloser by submitting a written document to 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.

9.2. 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 9 - Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (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 Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

9.3. Exceptions. Recipient is not obligated to maintain as confidential any information that Recipient can demonstrate by documentation (a) is publicly available at the time of disclosure or becomes available to the public without breach of this Agreement; (b) is lawfully obtained from a third party without a duty of confidentiality to Discloser; (c) is otherwise lawfully known to Recipient prior to such disclosure without a duty of confidentiality to Discloser; or (d) is independently developed by Recipient without the use of, or reference to, any of Discloser's Confidential Information or any breach of this Agreement. Additionally, Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.

9.4. Ownership of Confidential Information. All Confidential Information is and will remain the property of Discloser and will not be copied or reproduced without the express written permission of Discloser (including as permitted herein). Within ten (10) days of receipt of Discloser's written request, Recipient will return or destroy all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain (a) one (1) archival copy of the Confidential Information 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, provided, however that 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 the Confidential Information 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.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Products and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**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; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

10.2. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to 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) (collectively, “**Motorola Materials**”). The Products and Services, Motorola Data, Third-Party Data, and Documentation, are considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Addendum or Ordering Document, 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). For clarity, 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.

10.3. 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 **Section 10.4 – Processing Customer Data** below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and

Motorola is the processor, and may engage sub-processors pursuant to **Section 10.4.3 – Sub-processors**.

10.4. Processing Customer Data.

10.4.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Products under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola Products and Services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.4.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will comply with all laws and will not violate any applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). It is Customer's responsibility to obtain all required consents, provided all necessary notices, and meet any other applicable legal requirements with respect to collection and use (including Motorola's use) of the Customer Data as described in the Agreement.

10.4.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this Agreement. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

10.5. Data Retention and Deletion. Except as expressly provided otherwise under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, 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 13.9 – 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 Ordering Document.

10.6. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing,

research or other business purposes. Service Use Data may be disclosed 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.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will 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. 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, Ordering Document, 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. 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 Ordering Document.

10.8. 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.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the 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.

11. Force Majeure; Delays Caused by Customer.

11.1. 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.

11.2. 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 Ordering Document). In the event of a delay under this **Section 11.2 – 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).

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

12.1. 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), 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.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") 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. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 12.2 – 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 will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 12.3 – Litigation, Venue, Jurisdiction** below.

12.3. 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. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

13. General.

13.1. 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 Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

13.9. 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.

13.10. 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.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 6.5 – Warranty Disclaimer; Section 7.3 – Customer Indemnity; Section 8 – Limitation of Liability; Section 9 – Confidentiality; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

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

Motorola: Motorola Solutions, Inc.

Customer: [REDACTED]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) 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 or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, 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 the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Notwithstanding the foregoing, 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 Ex Works, 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 an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document 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.

2.3. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

3. Licensed Software License and Restrictions.

3.1. 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-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, 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 Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, 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.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. 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.

3.4. 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 temporary transfer is discontinued.

3.5. 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 and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) three (3) years after the first order for Products is placed via an Ordering Document, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this EPSLA (and any Ordering Documents hereunder) immediately upon notice to Customer if Customer breaches **Section 3 – Licensed Software License and Restrictions** of this EPSLA, or any other provision related to Licensed Software license scope or restrictions set forth in an Ordering Document, EULA, or other applicable Addendum. For clarity, upon termination or expiration of the EPSLA Term, all Motorola obligations under this EPSLA (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. Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Licensed Software and Documentation, and that Customer’s breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity, including immediate injunctive relief and repossession of all non-embedded Licensed Software and associated Documentation.

4.3. Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer or Motorola terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) 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 MSRP for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. Customer will pay invoices for the Products and Services provided under this EPSLA in accordance with the invoice payment terms set forth in the MCA. Generally, invoices are issued after shipment of Equipment or upon Motorola’s delivery of Licensed Software (in accordance with **Section 2.1 – Delivery and Risk of Loss**), as applicable, but if a specific invoicing or payment schedule is set forth in the applicable Ordering Document, EULA or other Addendum, such schedule will control with respect to the applicable Products and Services referenced therein. Motorola will have the right to suspend future deliveries of Products and Services if Customer fails to make any payments when due.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the delivery of Motorola-manufactured Equipment under **Section 2.1 – Delivery 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; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the delivery of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, 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). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. 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. 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.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND 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.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.2 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. 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.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 5 – Payment; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

Subscription Software Addendum

This Subscription Software Addendum (this “**SSA**”) 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 or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer’s receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.3. 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.

2.4. Beta Services. If Motorola makes any beta version of a software application (“**Beta Service**”) available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer’s evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the

duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

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-sublicenseable, and non-exclusive license to use the Subscription Software identified in an Ordering Document, 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 an Ordering Document (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.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party 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 the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under

this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service 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 Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), 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 SSA, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, 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). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. 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 an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If 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 MCA.

5.3. Inflation Review. 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 subscription 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. The adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new subscription year. 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).

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, 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.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 8 – Survival.**

Vigilant Addendum

This Vigilant Addendum (“**Vigilant Addendum**”) 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 or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as of [REDACTED] (the “**MCA**”), and the Subscription Software Addendum (“**SSA**”). Capitalized terms used in this Vigilant Addendum, but not defined herein, will have the meanings set forth in the MCA or applicable Addendum.

1. Addendum. This Vigilant Addendum governs Customer’s purchase and use of Motorola’s Vigilant automated license plate recognition software and hardware Products (“**LPR Products**”). In addition to the MCA, other Addenda may be applicable to LPR Products offered under this Vigilant Addendum, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and Equipment Purchase and Software License Addendum (“**EPSLA**”) for Equipment sold as part of any LPR Products, together with any other applicable terms herein. LPR Products may also include Subscription Software on such Equipment or otherwise made available to Customer, as further described below. This Vigilant Addendum will control with respect to conflicting terms in the MCA or any other applicable Addendum, but only as applicable to the Products purchased under this and not with respect to other Products or Services.

2. Definitions.

Camera License Key (“CLK”) means an electronic key that will permit each camera (one CLK per camera) to be used with Vigilant CarDetector software.

Commercial Booking Images refers to booking images collected by commercial sources and available on Vigilant PlateSearch 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 PlateSearch 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.

3. Subscription Software

3.1. CarDetector. Customer may purchase Vigilant CarDetector which is Subscription Software subject to the SSA. 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.

3.2. Vigilant PlateSearch and Vigilant ClientPortal. Subject to the terms below, Customer may purchase access to the Law Enforcement Archival Report Network ("**PlateSearch**") and/or the Vigilant ClientPortal ("**ClientPortal**") each of which are "Subscription Software" subject to the terms of the SSA.

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

3.2.2. 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 LEAs. LPR data and where applicable, booking images, collected by the Customer is considered Customer Data (as defined in the MCA) and is 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 PlateSearch, will be deleted from ClientPortal or PlateSearch in accordance with Customer's retention policy. Customer retains all rights to LPR data and booking images collected by Customer.

3.2.3. Data Sharing. Customer has the option share its Customer Data with LEA's who contract with Motorola for PlateSearch access. ClientPortal customers may also share its Customer Data with other non-LEA customers who have a contract with Motorola for ClientPortal access. If Customer opts, in its sole discretion, to share such data with another customer, the sharing Customer thereby grants to the recipient customer the rights to use such data in accordance with the terms of PlateSearch or Client Portal, as applicable.

3.2.3.1. 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 PlateSearch. Additionally, Non-LEA Client Portal customers may also share their own LPR data with LEA Customer. Such LPR data or booking images generated by other LEAs or Non-LEA customers is considered Third-Party Data (as defined in the MCA), and shall be used by Customer only in connection with its use of PlateSearch. Third-party LPR data or booking data is governed by the retention policy of it's respective owner, once the Third Party LPR or booking data has reached its expiration date will be deleted from PlateSearch/Client Portal in accordance with the retention terms of the sharing agency.

3.2.3.2. 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.

- 3.2.4. Motorola in its sole discretion may deny access to ClientPortal or PlateSearch to any individual based on such person's failure to satisfy the requirements set forth hereunder. 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 of its Authorized Users, and use of, ClientPortal or PlateSearch through use of Customer login credentials, including ensuring their compliance with this addendum. 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 Affiliate becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.
 - 3.2.5. 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 Sharing Addendum.
 - 3.2.6. CJIS Security Policy. Motorola agrees to support a law enforcement 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 Ordering Document 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. VaaS Program Terms. All hardware provided by Motorola to Customer under the LPR Product program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any LPR Equipment purchased under the VaaS Program
- 4.1. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any Equipment purchased under 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 EPSLA, 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.
 - 4.2. 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 Ordering Document (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 4.6.2 – Termination hereunder.

- 4.3. 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 LPR Equipment 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 LPR 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".

4.4. Included Subscription Software.

- 4.4.1. Vigilant PlateSearch or Vigilant ClientPortal. Subject to **Section 4.6.1 – VaaS Term**, and the SSA, the VaaS Program provides Customer with a subscription to Vigilant PlateSearch or Vigilant ClientPortal, as specified in the Ordering Document, 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 PlateSearch or Vigilant ClientPortal, Customer must purchase additional access to Vigilant PlateSearch or Vigilant ClientPortal based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to such software.
- 4.4.2. CarDetector. Customer will receive a subscription to CarDetector during the VaaS Term, the use of which is subject to the SSA.

- 4.5. VaaS Program Payment.** Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the MCA), Customer will prepay a subscription Fee yearly (each a "Subscription Year"), as set forth in an Ordering Document. If Customer orders any additional LPR Product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such 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 pro-rated based on the applicable number of days remaining in the such initial Subscription Year.

4.6. VaaS Term and Termination.

- 4.6.1. **VaaS Term.** Customer's participation in the VaaS Program will commence upon the receipt of the LPR Products under the VaaS Program, 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 Subscription Services 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 Subscription Services at the prevailing rates. Motorola may, but 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 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 Subscription Services with respect to the first 100 devices will be discontinued, and Customer must purchase extended access to the Subscription Services 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 access to Subscription Services for the second 100 devices purchase will extend until December 31 of Year 7.

- 4.6.2. Termination. The termination provisions applicable to VaaS Program will be those set forth in the MCA, EPSLA and SSA, 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 pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all LPR Product 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 for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

5. Survival. The following provisions will survive the expiration or termination of this Vigilant Addendum for any reason: Section 1 – Addendum; Section 3 – Subscription Software; Section 4.41 – Vigilant Plate Search or Vigilant ClientPortal; Section 4.5 – VaaS Payment; 4.6 – VaaS Term and Termination; Section 5 – Survival.

END