

BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS

121 3rd St W
Room 301
Hardin, MT 59034



BIG HORN COUNTY BOARD OF COUNTY COMMISSIONERS MINUTES January 19, 2023 9:00 AM

Members

George Real Bird III, Presiding Officer
Larry Vandersloot, Member
Lawrence Pete Big Hair, Member

1. Employee Updates and Claim Approvals - 9:00am
2. Call to Order - 9:30am
Chairman Real Bird calls meeting to order.
3. Roll Call
Mike Opie accountant was also in attendance.
4. Approve Minutes and Supporting Documents
5. Old Business
6. New Business

Budget Report

Mike Opie, Accountant, gave a snap shot of the major budgets in the county.
(See Attached)

There was discussion over budgets in general, line items and possible budget transfers within one department.

Motorola Contract

Mike Opie, Accountant, recommends moving forward with the dispatch console. The money to pay for it will come from CARES. He also recommends moving forward with the software upgrade for the current call station, as the new console is roughly 12-18 months out and the software upgrade is needed now for the current radios. The money for the call station software upgrade will come from CARES and 911 PSAP.

Commissioner Big Hair entertained a motion to approve the console contract for dispatch. The motion was seconded by Commissioner Real Bird and passed unanimously.

Commissioner Big Hair entertained a motion to approve the callstation software update. The motion was seconded by Commissioner Real Bird and passed unanimously.

Dispatch Reorganization

Commissioner Vandersloot entertained a motion to table the dispatch reorganization until June 1st, 2023. The motion was seconded by Commissioner Big Hair and passed unanimously.

Commissioner Vandersloot exits meeting to attend a COA board meeting.

Dream Team Closing

11:06 AM Commissioner Vandersloot returns to meeting. Commissioner Vandersloot entertained a motion to table the dream team buy sell until the 26th . The motion was seconded by Commissioner Big Hair and passed unanimously.

Personnel

Lindsey Fox, Human Resources presents resignation letter from Ms. Prater.

Commissioner Big Hair entertained a motion to accept the resignation. The motion was seconded by Commissioner Real Bird and passed unanimously.

Lindsey also presents resident deputy created for the sheriff's office, and no action was taken.

7. Public Comments

8. Discussion

County Attorney, Jeanne Torske joined the meeting and explained she found the statue where they can sell, give or trade the motorgrader to the city. She will get that statute to the board this afternoon. Lindsey Fox presents the job description for a senior executive office manager for the county attorney's office.

Commissioner Vandersloot entertained a motion to approve new position. The motion was seconded by Commissioner Big Hair and passed unanimously.

Jeanne expresses concern of lack of applicants for the deputy county attorney positions, and has reached out and found someone willing to come in and do 20 hours a week. Lindsey confirms they can emergency hire for part time positions. Jeanne also discusses the possibility of paid interns.

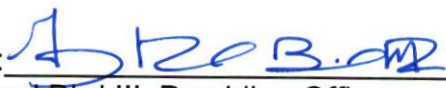
Jeanne and Lindsey will be attending a law student fair in Missoula February 22-24 to try to recruit.

Jeanne would like to reevaluate the pay for the deputy's and possible loan repayment options.

(Closed Door)

9. Adjourn

There being no other business, the board adjourned.

Approved: 
George Real Bird III, Presiding Officer

Attest: 
Peri Schenderline, Deputy Clerk & Recorder

General Fund

General Fund Dept	Original Budget	Expended YTD	Encumbered YTD	Unexpended Bal	% Used
LEG/EXEC	\$ 566,716.94	\$ 333,052.75	\$ 19,455.44	\$ 214,208.75	62.20%
DIST CRT	\$ 265,196.71	\$ 123,938.17	\$ 8,893.75	\$ 132,364.79	50.09%
JURY SVCS	\$ 8,500.00	\$ 2,391.42	\$ -	\$ 6,108.58	28.13%
22ND JUD DIST	\$ 11,500.00	\$ 5,153.98	\$ -	\$ 6,346.02	44.82%
DIST CRT AUTOM	\$ 600.00	\$ 460.00	\$ -	\$ 140.00	76.67%
JUSTICE CRT	\$ 255,870.41	\$ 108,687.51	\$ 7,679.81	\$ 139,503.09	45.48%
AUDITING SVCS	\$ 48,000.00	\$ 17,296.95	\$ -	\$ 30,703.05	36.04%
TREASURY SVCS	\$ 305,831.15	\$ 164,154.37	\$ 11,274.93	\$ 130,401.85	57.36%
ACCT SVCS	\$ 175,347.87	\$ 86,233.26	\$ 5,819.51	\$ 83,295.10	52.50%
DATA PROC	\$ 93,500.00	\$ 42,123.91	\$ -	\$ 51,376.09	45.05%
ELECTIONS	\$ 219,664.71	\$ 134,179.90	\$ 4,017.78	\$ 81,467.03	62.91%
PERSONNEL SVC	\$ 177,139.32	\$ 87,521.76	\$ 7,391.59	\$ 82,225.97	53.58%
RECORDS ADM	\$ 219,378.32	\$ 109,975.04	\$ 7,429.31	\$ 101,973.97	53.52%
SUBDIVISION	\$ 10,200.00	\$ 1,626.75	\$ -	\$ 8,573.25	15.95%
PLANNING & RESI	\$ 97,245.29	\$ 37,631.54	\$ 2,786.35	\$ 56,827.40	41.56%
RURAL ADDRESS	\$ 5,750.00	\$ 484.36	\$ -	\$ 5,265.64	8.42%
COUNTY ATTORN	\$ 357,333.60	\$ 145,335.12	\$ 7,340.74	\$ 204,657.74	42.73%
BLDG MAINT	\$ 512,150.81	\$ 226,472.56	\$ 9,902.67	\$ 275,775.58	46.15%
SUPT OF SCHOOL	\$ 132,682.52	\$ 42,649.64	\$ 2,635.79	\$ 87,397.09	34.13%
CAP OUT/EQUIP	\$ 75,000.00	\$ 37,953.23	\$ -	\$ 37,046.77	50.60%
ADULT PROBATIC	\$ 78,040.42	\$ -	\$ -	\$ 78,040.42	0.00%
JUVENILE PROBA	\$ 110,000.00	\$ 23,421.71	\$ -	\$ 86,578.29	21.29%
DES	\$ 86,396.12	\$ 43,549.73	\$ 2,912.63	\$ 39,933.76	53.78%
CORONER	\$ 102,970.55	\$ 54,163.48	\$ 2,587.89	\$ 46,219.18	55.11%
AIRPORT	\$ 45,540.12	\$ 25,412.12	\$ 850.45	\$ 19,277.55	57.67%
AIRPORT - FACILI	\$ -	\$ 473.10	\$ -	\$ (473.10)	0.00%
SOLID WASTE SV	\$ 20,000.00	\$ 10,913.51	\$ -	\$ 9,086.49	54.57%
PUBLIC SCALE	\$ 3,000.00	\$ 4,792.73	\$ -	\$ (1,792.73)	159.76%
WEED CONTROL	\$ 71,172.58	\$ 38,972.15	\$ -	\$ 32,200.43	54.76%
HEALTH ADMIN	\$ 24,556.61	\$ 632.74	\$ -	\$ 23,923.87	2.58%
ENV HEALTH SVC	\$ 15,100.00	\$ 26,427.51	\$ -	\$ (11,327.51)	175.02%
NURSING SVCS	\$ 180,000.00	\$ 16,853.22	\$ -	\$ 163,146.78	9.36%
MENTAL HEALTH	\$ 34,000.00	\$ -	\$ -	\$ 34,000.00	0.00%
DEVELOP DISABL	\$ 1,300.00	\$ -	\$ -	\$ 1,300.00	0.00%
WELFARE ADMIN	\$ 2,100.00	\$ 80.00	\$ -	\$ 2,020.00	3.81%
BURIAL OF SOLDI	\$ 8,000.00	\$ 1,695.00	\$ -	\$ 6,305.00	21.19%
EXTENSION	\$ 156,685.88	\$ 58,684.09	\$ 2,837.34	\$ 95,164.45	39.26%
PARKS	\$ 30,643.59	\$ 12,736.97	\$ -	\$ 17,906.62	41.56%
MUSEUM	\$ 60,000.00	\$ 60,000.00	\$ -	\$ -	100.00%
JUDGEMENTS/LO	\$ 26,000.00	\$ -	\$ -	\$ 26,000.00	0.00%
UNALLOCATED C	\$ 263,000.00	\$ 318,041.00	\$ -	\$ (55,041.00)	120.93%
OTHER UNALLOC	\$ -	\$ 3,073.00	\$ -	\$ (3,073.00)	0.00%
GENERAL FUND	\$ 4,856,113.52	\$ 2,407,244.28	\$ 103,815.98	\$ 2,345,053.26	49.57%

Original Budget	\$ 4,856,113.52
Expended YTD	\$ 2,407,244.28
Encumbered YTD	\$ 103,815.98
Unexpended Bal	\$ 2,345,053.26
% Used	49.57%
Cash Balance	\$ 1,316,976.72
Tax Receivable TY	\$ 1,635,882.53
Health Trans In	\$ 187,464.43
Other Revenues	\$ 199,908.67
Projected End Casl	\$ 995,179.09
Budgeted Cash Re	\$ 1,000,000.00
Projected Budget C	\$ (4,820.91)

Public Safety Funds

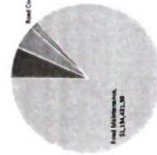
	Sheriff's Fund	Dentention Fund	Dispatch Fund	Ambulance
Original Budget	\$ 2,505,941.59	\$ 1,486,112.91	\$ 552,936.86	\$ 2,838,535.68
Expended YTD	\$ 1,138,913.48	\$ 625,278.87	\$ 245,626.65	\$ 1,439,837.47
Encumbered YTD				
Unexpended Bal	\$ 1,367,028.11	\$ 860,834.04	\$ 307,310.21	\$ 1,398,701.21
% Used	45.45%	42.07%	44.42%	50.72%
Cash Balance	\$ 1,004,064.53	\$ 308,162.27	\$ 141,174.41	\$ (82,851.51)
Tax Receivable TY 22	\$ 908,600.46	\$ 523,446.42	\$ 185,932.20	\$ 234,818.13
Health Trans In	\$ 102,313.01	\$ 90,394.14	\$ 63,186.78	\$ 66,035.00
Other Revenues	\$ 17,709.07	\$ 129,876.93	\$ 2,500.00	\$ 2,121,000.00
Projected End Cash	\$ 665,658.96	\$ 191,045.72	\$ 85,483.18	\$ 940,300.41
Budgeted Cash Reserve	\$ 650,000.00	\$ 200,000.00	\$ 100,000.00	\$ 50,000.00
Projected Budget Deficit	\$ 15,658.96	\$ (8,954.28)	\$ (14,516.82)	\$ 890,300.41
				Full Accural

Road Fund as of 1/11/2023

Original Budget	Expended YTD	Encu Unexpended Bal	% Used	Cash Balance	Tax Receivable TY 22 Health Trans In	Other Revenue: Projected End C2 Budgeted Cash	Projected Budget Deficit
Fire	\$ 86,125.20	\$ (86,125.20)					Fire Wages are calcul.
Road Fac	\$ 102,200.00	\$ 63,704.80	62.33%				Adjust fixed Expenses
Road Cor	\$ 85,000.00	\$ 22,245.90	26.17%				
Road Mai	\$ 2,305,708.24	\$ 1,134,431.39	49.20%				
Total Roa	\$ 2,492,908.24	\$ 1,306,507.29	52.41%	\$ 466,464.07	\$ 1,015,698.87	\$ 35,604.23	\$ 500,000.00
							\$ (74,738.78)
Bridge Fi	\$ 238,612.27	\$ 21,616.27	9.06%	\$ 149,080.99	\$ 38,373.52	\$ 425.71	\$ (29,115.78)
							\$ (29,115.78) Year End Auditors adjt

Road Fund 1/11/2023

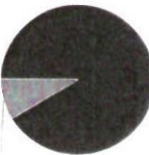
Fire, 86,125.20 Road Fund, 363,704.80



Fire - Road Fund - Road Construction - Road Maintenance

Funding for Road Employees and Operations

Bridge Fund, 138,612.27

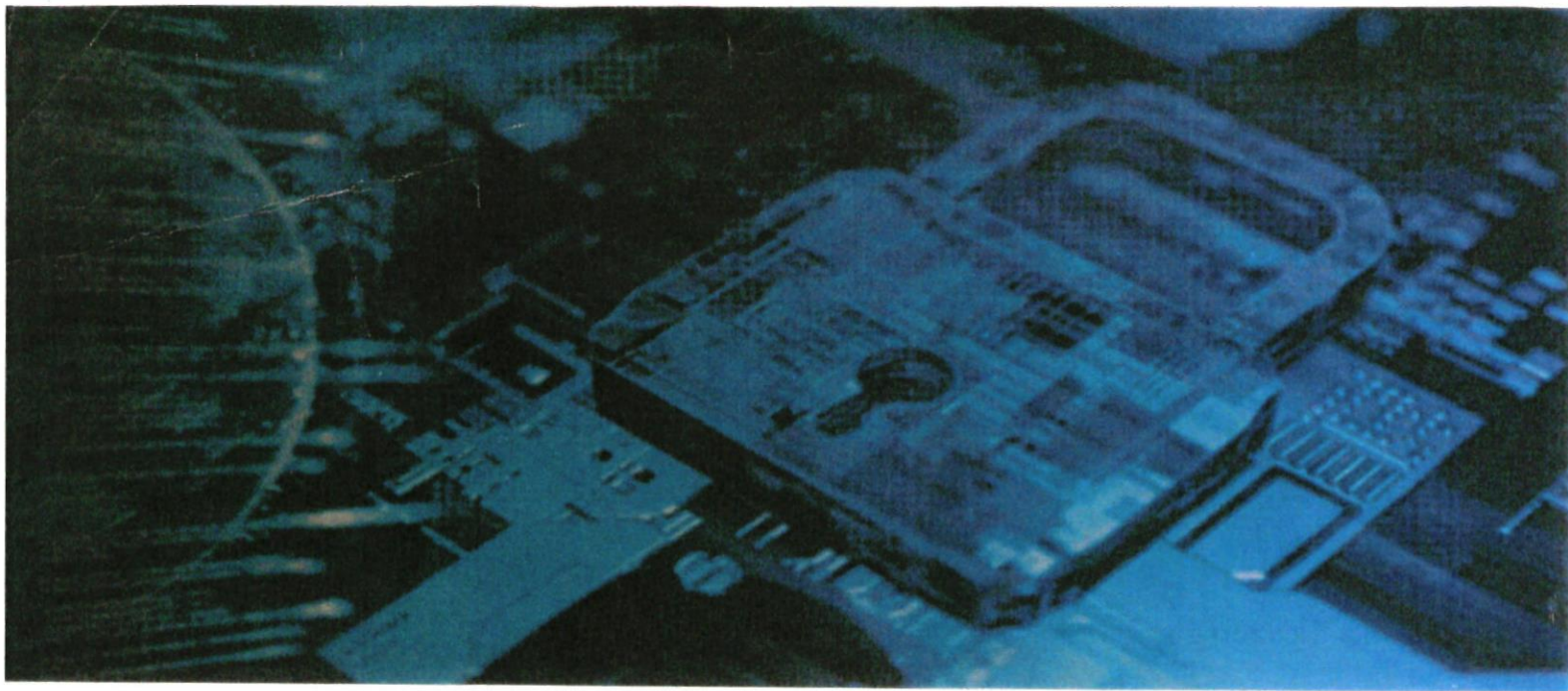


Bridge Fund - Road Fund

Actual Expended for Road Employees and Operations 1/11/2023



Bridge Fund - Road Fund



Firm Priced Proposal

Big Horn County DES

Dispatch Consoles

November 28, 2022

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Section 1

System Description

1.1 Overview

Motorola Solutions, Inc. ("Motorola Solutions") proposes two standalone MCC 7500E dispatch consoles. The dispatch console proposed would connect to the Astro 25 Master site at Montana. Motorola Solutions designs its console to help reduce the total cost of owning an IP-based, feature-rich dispatch system without compromising quality and reliability. The console provides Big Horn County with sophisticated network management and easy migration to future capabilities.

The following licenses are being included with this console:

- Basic console operation
- ASTRO 25 trunking operation
- Advanced conventional operation
- 160 radio resource license

This project includes the following:

- Two (2) CommandCentral Hub with Client PC.
- Two (2) 19 inch Non Touch Screen.
- One (1) MC-Edge Aux I/O.
- Three (3) MCG 8000 Conventional Channel Gateway.
- Two (2) APX 8500 Consolettes.
- Two (2) USB Desktop Speakers for each position.
- Two (2) Headset Jacks for each position.
- Two (2) Headset Base with PTT and 15 Foot Cord for each position.
- Two (2) Microphone.
- One (1) Single Pedal Transmit Footswitch for each position.
- ADP/ AES /DES-OFB Encryption
- Two (2) Trackball
- One (1) Power Distribution Unit
- Five (5) AMP breakers and Five (5) 10 AMP Breakers.
- Two (2) 2930F 24-Port Switches.
- Two (2) SRX 345 Routers.
- One (1) Conventional Site Controller.
- One (1) Seven and a half foot rack.
- Set of Standard Equipment Spares

1.3 Dispatch Console Configuration

The proposed solution offers Big Horn County two (2) standalone dispatch systems. These systems will be based on the CommandCentral Hub platform.

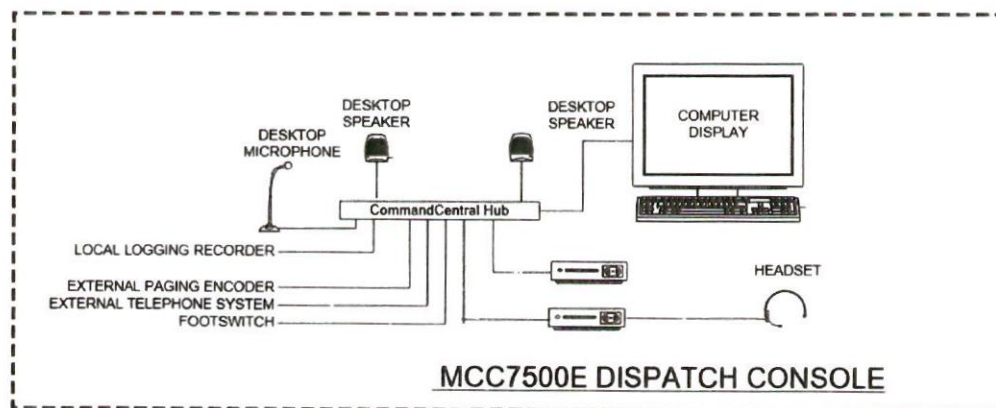


Figure 1: MCC 7500E Dispatch Position with CChub and accessories

The proposed components are connected together and to the rest of the ASTRO 25 system through console site routers and switches.

The dispatch position supports commercially available accessories, including a USB microphone, USB headset, and USB footswitch.

CommandCentral Hub

The CommandCentral Hub allows you to easily connect all your audio and computer peripherals, better manage the flow of critical voice streams and information and be the pipeline of intelligence to those who need it most with the MCC 7500E Voice Dispatch Console. With the CommandCentral Hub, deployment is simple and easy across dispatch centers where space is at a premium.

Optional redundant Ethernet connections are available for high availability

The all-in-one CommandCentral Hub consolidates ports and interfaces, internal Software/PC, USB hubs, and power supplies



Figure 2: Command Central Hub

device and between dispatch consoles and the consolettes. The MCG 8000 supports circuit based, serial and Ethernet based interfaces to conventional base stations.

CCGW serves as the control point between the Master Site and the site devices (that is, GCM 8000 Comparator, GTR 8000 Base Radio, and GPW 8000 Receiver). The CCGW application also communicates with the ZC at the Master Site for proxy control of the site devices. The CCGW passes voice and signaling payload between the MCC 7500E AIM Dispatch Console(s) and the site devices. In a different setup involving the consolette, CCGW passes voice and signaling payload between the MCC 7500E AIM Dispatch Console(s) and the consolettes. For packet data, CCGW passes control information and packet data payload between the RNG and the stations and comparators.



Figure 3: MCG 8000 Conventional Channel Gateway—Connects dispatch operators to analog or digital conventional channels in the system.

Three (3) MCG 8000s are included in this proposal providing a total of 18 conventional interfaces, twelve (12) being analog and six (6) being digital to connect to existing channels. In addition, the MCG 8000 CCGW also provides interface to the (2) APX 8500 consolettes using the ACIM link.

MKM 7000 Console Alias Manager (CAM)

The MKM 7000 Console Alias Manager (CAM) manages the radio unit ID aliases displayed on dispatch positions. It enables agencies that share a radio system to change aliases displayed on their dispatch positions and logging recorders without affecting the aliases displayed at the other agencies on the system.

A typical console uses many types of aliases to provide meaningful, descriptive names instead of numeric ID numbers for different resources on the console, such as:

- Trunking talkgroups and conventional channels
- Aux I/Os
- Secure keys used for voice encryption
- Frequencies on multi-frequency conventional channels
- Private Line (PL) codes on conventional channels
- Predefined pages
- Radio unit IDs (also called radio PTT IDs)

The CAM supports aliases for radio unit IDs on ASTRO 25 trunking systems, ASTRO 25 conventional systems, MDC 1200 conventional systems, and Advanced SECURENET conventional systems.

MKM 7000 Console Alias Manager software is provided in this proposal and can be **loaded on one of the proposed consoles**.

Auxiliary Inputs/Outputs MC edge

The proposed console supports Global Auxiliary Inputs/Outputs (Aux I/Os) for remote status indications or remote control through dispatch positions. Global Aux I/Os are typically implemented by hardware

Section 2

Statement of Work

2.1 Responsibility Matrix

Motorola Solutions will install and configure the proposed equipment. The following table describes the tasks involved with installation and configuration.

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents.		X
Conduct all project work Monday thru Friday, 7:30 a.m. to 5:00 p.m.).	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff		

Tasks	Motorola Solutions	Customer
SITE PREPARATION AND DEVELOPMENT		
Site Access		
Provide site owners/managers with written notice to provide entry to sites identified in the project design documentation.		X
Maintain access roads in order to provide clear and stable entry to sites for heavy-duty construction vehicles, cement trucks and cranes. Ensure that sufficient space is available at the site for these vehicles to maneuver under their own power, without assistance from other equipment.		X
Obtain site licensing and permitting, including site lease/ownership, zoning, permits, regulatory approvals, easements, power, and telco connections.		X
Deliverable: Access, permitting, and licensing necessary to install system equipment at each site.		
Site Planning		
Provide necessary buildings, equipment shelters, and towers for installation of system equipment.		X
Provide the R56 requirements for space, power, grounding, HVAC, and connectivity requirements at each site.	X	
Provide adequate electrical power in proper phase and voltage in the equipment room and at the console positions at the required demarcation points. Motorola's demarcation for power is the top of the rack and within 6' from the console position equipment.		X
Provide as-built structural and foundation drawings of the structures and site locations, along with geotechnical reports, in order to facilitate a structural analysis.		X
Perform structural analysis of towers, rooftops, or other structures to confirm that they are capable of supporting proposed and future antenna loads.		X
Confirm that there is adequate utility service to support the new equipment and ancillary equipment.		X
Modify towers or other structures, or relocate sites in the system, to ensure that they are capable of supporting proposed and future antenna loads.		X
Conduct site walks to collect pertinent information (e.g. location of telco, power, structures, etc.)	X	
Ensure that each site meets the R56 standards for space, grounding, power, HVAC, and connectivity requirements.		X
Ensure that required rack space is available for installation of the new equipment. Provide space to install (1) new 7.5 feet tall, 19"wide, 2 post rack.		X
Ensure that required space is available for installation of the new consoles next to existing consoles at each position.		X

Tasks	Motorola Solutions	Customer
Provide information on existing system interfaces, room layouts, or other information necessary for the assembly to meet field conditions.		X
Set up and rack the solution equipment.	X	
Cut and label the cables with to/from information to specify interconnection for field installation and future servicing needs.	X	
Complete the cabling/connecting of the subsystems to each other ("connectorization" of the subsystems).	X	
Assemble required subsystems to assure system functionality.	X	
Power up, load application parameters, program, and test all staged equipment.	X	
Confirm system configuration and software compatibility with the existing system.	X	
Inventory the equipment with serial numbers and installation references.	X	
Perform factory functional acceptance tests of system features (not customer witnessed).	X	
Conduct site and system level testing.	X	

Deliverable: System staged and ready for shipment.

Equipment Shipment and Storage

Provide secure location for solution equipment.		X
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X
Inventory solution equipment.	X	

Deliverable: Solution equipment received and ready for installation

General Installation

Deliver solution equipment to dispatch center building.	X	
Coordinate receipt of and inventory solution equipment with designated contact.	X	X
Install all proposed fixed equipment as outlined in the System Description based upon the agreed-upon floor plans, connecting audio, control, and radio transmission cables to connect equipment to the power panels or receptacles, and audio/control line connection points. Installation performed in accordance with R56 standards and state/local codes.	X	

Tasks	Motorola Solutions	Customer
Configure ASTRO 25 system Core to support the new dispatch site.	X	
Verify site link performance, prior to the interconnection of the solution equipment to the link equipment. Testing will only occur once. Any retesting due to failures will be costed separately.	X	
Provide list of subscriber IDs for loading into the Zone Controller.		X
Load subscriber IDs in the Zone Controller.		X
Provide required radio ID and alias information to enable alias database setup for interface to consoles.		X
Enter alias information into Alias Database.		X
Integrate the console site into the system to ensure proper operation.	X	
Deliverable: ASTRO 25 core and remote site equipment installation completed.		

Console Installation and Configuration

Identify circuits for connection to console and a demarcation point located within 15 feet of the console interface. Provide and cable console positions to the equipment room rack.		X
Connect console to circuit demarcation points.	X	
Install PC workstation w/ AIM, keyboard and mouse, and monitor.	X	
Develop templates for console programming.	X	
Perform console programming and configuration.	X	
Deliverable: Console equipment installation completed.		

Console Installation and Configuration

Provide adequate space, grounding, and power for the control station installation.		X
Provide antenna system demarcation within 15' of each console.		X
Properly connectorize and ground the cabling, which will be run to the outdoor antenna location using the least obtrusive method.		X
Provide an elevated antenna mounting location, and adequate feed-line routing and support.		X
Install line (not greater than 100 feet in length) and antenna system (connectors, coax grounding kit, antenna, and surge protection).		X
Install RF local control stations identified in the equipment list.	X	
Perform control station programming.	X	

Tasks	Motorola Solutions	Customer
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
PROJECT TRANSITION		
Training		
Finalize schedule for training coursework.	X	
Provide training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Cutover		
Finalize Cutover Plan. Motorola is planning on a "hard" cut from the existing consoles to the new. Existing conventional resources will be cabled and tested with the new consoles at cutover. Downtime can be expected during this time. The County will need to rely on portables for dispatch temporarily.	X	X
Conduct cutover meeting with relevant personnel to address both how to mitigate technical and communication problem impacts to the users during cutover and during the general operation of the system.		X
Notify the personnel affected by the cutover of the date and time planned for cutover.		X
Provide ongoing communication with users regarding the project and schedule.		X
Resolve punchlist items, documented during the Acceptance Testing phase, in order to meet all the criteria for final system acceptance.	X	
Assist Motorola Solutions with resolution of identified punchlist items by providing support, such as access to the sites, equipment and system, and approval of the resolved punchlist items.		X
Deliverable: Migration to new system completed, and punchlist items resolved.		
Transition to Warranty		
Review the items necessary for transitioning the project to warranty support and service.	X	
Motorola Solutions to provide services during year 1 warranty which align with the proposed services.	X	

- Any required system interconnections not specifically outlined here will be provided by the County. These may include dedicated phone circuits, microwave links, or other types of connectivity.
- Motorola is not responsible for interference caused or received by the Motorola-provided equipment except for interference that is directly caused by the Motorola-provided transmitter(s) to the Motorola-provided receiver(s). Should the County's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.
- Prevailing wages are not included.
- Union Labor is not included.
- A performance bond is not included.

2.3 Change Order Process

Either Party may request changes within the general scope of this Proposal. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.2.1 Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer three interactive methods of training: Online Self-Paced, Virtual Instructor-Led, and Instructor-Led.



Figure 3-2: Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Delivery Options

Field

Field class delivery is "tailored" to the customer's specific system. We are providing classes which are not offered as standard "Open Resident" classes at our training facilities. The students benefit from working on their own systems, at their home location and within their schedules.

Motorola Facility

Resident classes are open to all Motorola customers, seating is based on availability, and participant guides and required pre-work when applicable are included in the tuition. These courses are comprehensive and are not tailored to any one customer's system. Students benefit from other students' experiences and are allowed to take systems out of service. These courses provide optimal "hands-on" training.

Motorola Facility Closed Sessions-Customer Specific

Special Resident classes are closed sessions for a particular Motorola Solutions customer. The customer is essentially renting the classroom. These courses are tailored to the customer's system as much as possible. The instructor will require the customer's system

Mobile and Portable Radio Training Courses

Mobile and Portable Radio Training provides participants with an introduction to the radio, the knowledge and skills necessary to perform basic radio operation, common operational tasks, operating procedures for specific features of the radio, and technical programming and maintenance of radios.

MOTOTRBO Training Courses

MOTOTRBO Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

CallWorks Training Courses

CallWorks Training provides participants with an overview of the components and functionality of the main application, operation, troubleshooting, a high-level understanding of the software, and configuration and maintenance of components of the CallWorks solution.

PremierOne Training Courses

PremierOne Training provides participants with sufficient knowledge of the PremierOne solution and its tools, giving them the skills necessary to operate and maintain the PremierOne solution.

LTE Training Courses

LTE Training provides participants a high-level understanding of the Public Safety LTE system and the network elements that comprise the system. Participants will gain knowledge of LTE architecture, signaling, system administration, and applied networking.

WAVE Training Courses

WAVE Training provides participants with an overview of the WAVE solution. It offers a basic understanding of how WAVE delivers a Radio-over-IP solution; describes features, hardware, and software requirements; how to use applications; and provides instruction in designing, integrating, and troubleshooting the WAVE solution.

3.3 Proposed Training Overview for Big Horn County

In order to achieve the training goals identified by Big Horn County, we propose the following courses.

It is necessary that participants bring their laptop computers for all system administrator and technician classes. Materials will be delivered electronically via USB drives.

3.3.1 Console Operator and Supervisor Training Plan

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
MCC7500e Console Operator/Admin Training Utilizing the End User Training Kit 1 training console Ratio: 2 per console (Instructor-led)	Dispatch Supervisors	1 (8-hour Session)	1 day	Hardin, MT	Prior to cutover	1
MCC7500e Console Operator Training 1 training console Ratio: 2 per console (Instructor-led)	Dispatch Operators	2 (4-hour Sessions)	1 day	Hardin, MT	Prior to cutover	4 (2 per Session)

3.3.2 Course Descriptions for Big Horn County

Course descriptions for Big Horn County are included on the following pages.

3.3.2.1 MCC7500 Console Supervisor

Course Synopsis and Objectives:	This course provides participants with the knowledge and skills to manage and utilize the MCC7500 console administrator functions. Through facilitation and hands-on activities, the participant learns how to customize the console screens. After completing this training course, you will be able to: - Understand the menu items and tool bar icons. - Edit folders, multi-select/patch groups, auxiliary input output groups, windows and toolbars. - Add/delete folders.
Delivery Method:	ILT - Instructor-led training
Duration:	4 hours Operator, plus 4 hours Admin
Participants:	Dispatch Supervisors and System Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None

Acceptance Test Plan

Big horn County - CChubs

System Type

In-Plant Draft

www.motorolasolutions.com/services/government

Representative 1 Name

Field Program Manager

(XXX) XXX-XXXX

Representative 2 Name

Field Engineer

(XXX) XXX-XXXX

MCC 7100/7500 Trunked Resources

4.1.2 Talkgroup Patch

1. DESCRIPTION

Talkgroup Patch allows a dispatcher to merge several talkgroups together on one voice channel to participate in a single conversation. This can be used for situations involving two or more talkgroups that need to communicate with each other. Using the Patch feature, the console operator can talk and listen to all of the selected talkgroups grouped; in addition, the members of the individual talkgroups can also talk or listen to members of other talkgroups. Patched talkgroups can communicate with the console dispatcher and other members of different talkgroups because of the "supergroup" nature of the Patch feature.

NOTE : If "secure" and "clear" resources are patched together, one repeater for each mode may be assigned per site.

SETUP

RADIO-1 - TALKGROUP 1
RADIO-2 - TALKGROUP 2
RADIO-3 - TALKGROUP 1
RADIO-4 - TALKGROUP 2
CONSOLE-1 - TALKGROUP 1 and TALKGROUP 2

Note: All 4 Radios must have the same home zone.

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1 create a patch between TALKGROUP 1 and TALKGROUP 2.
- Step 2. Initiate a patch call from CONSOLE-1.
- Step 3. Verify RADIO-1, RADIO-2, RADIO-3, and RADIO-4 can monitor the call.
- Step 4. Initiate several calls between the radios and verify successful communication.
- Step 5. Dissolve the patch created in step 1.

Pass____ Fail____

MCC 7100/7500 Trunked Resources

4.1.4 Instant Transmit

1. DESCRIPTION

The instant transmit switch provides immediate operator access to a channel, independent of its select status (selected or unselected). It provides priority over other dispatcher transmit bars or optional footswitches.

SETUP

RADIO-1 - TALKGROUP 1
CONSOLE-1 – TALKGROUP 1 (Selected),
TALKGROUP 2 (Unselect mode)

VERSION #1.010

2. TEST

- Step 1. Using CONSOLE-1, press the Instant Transmit button on TALKGROUP 1.
- Step 2. Verify that the Transmit indicator is lit.
- Step 3. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 1.
- Step 4. On RADIO-1 change to TALKGROUP 2.
- Step 5. Using CONSOLE-1, press the Instant Transmit button on the TALKGROUP 2 radio resource.
- Step 6. Verify RADIO-1 can monitor and respond to the call on TALKGROUP 2.

Pass____ Fail____

4.2 MCC 7100/7500 Conventional Resources

4.2.1 Alert Tones - Conventional Channel

1. DESCRIPTION

Pre-defined alert tones can be transmitted on the selected Radio Resource to subscribers which can alert members of a channel / talkgroup to a particular event or signify to radio users special instructions are to follow. The Console has the ability to send an Alert-Tone signal on selected conventional or talkgroup resources.

SETUP

RADIO-1 - CONVENTIONAL CHANNEL 1
RADIO-2 - CONVENTIONAL CHANNEL 1
CONSOLE-1 - CONVENTIONAL CHANNEL 1

VERSION #1.030

2. TEST

- Step 1. Select CONVENTIONAL CHANNEL 1 on CONSOLE-1.
- Step 2. Select Alert Tone 1 and depress the Alert Tone button.
- Step 3. Verify that RADIO-1 and RADIO-2 hear Alert Tone 1.
- Step 4. Repeat Steps 2-3 for Alert Tone 2 and 3.

Pass____ Fail____

4.2.3 Alarm Input / Outputs (Aux I/O Option)

1. DESCRIPTION

The alarm inputs of the Aux I/O can be connected to almost any device that requires or can detect a relay closure. These signals can be simulated and monitored in the factory.

SETUP

Connect a multi-meter capable of monitoring closures to the proper pins of the punch block cabled to the Aux I/O. One momentary input and one momentary output should be configured on at least one MCC 7100/7500 console.

CONSOLE-1 - TALKGROUP 1

CONSOLE-1 - SITE - CONSITE 1

Aux I/O punch block pinout:

Aux I/O 1 - pins 26,1

Aux I/O 2 - pins 27,2

Aux I/O 3 - pins 28,3

Aux I/O 4 - pins 29,4

VERSION #1.010

2. TEST

- Step 1. Using a shorting wire, simulate a relay closure on an input via the punch block.
- Step 2. Verify that CONSOLE-1 momentary input displays the icon designated for an ON_STATE.
- Step 3. Remove the shorting wire and verify that CONSOLE-1 displays the icon designated for an OFF_STATE.
- Step 4. Connect the meter to the pins to monitor a relay output.
- Step 5. Verify that the meter reads an open circuit.
- Step 6. Press the output button on the console to initiate a relay closure.
- Step 7. Verify that the meter displays a closed circuit.

Pass____ Fail____

4.3 Signoff Certificate

By their signatures below, the following witnesses certify they have observed the system Acceptance Test Procedures.

Signatures

WITNESS:

Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

WITNESS:

Date: _____

Please Print Name: _____

Initials:

Please Print Title: _____

					COMPLIANT
POWER	17	-	5	DS3750295	BREAKER, 5 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
POWER	18	-	5	DS3750296	BREAKER, 10 AMP, CB UL 489 LISTED FOR AC EDGE II (1101-1188)
RACK	19	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TSJ AND WPH SERIES DATA SPDS
OP_POSIT	4	d	2	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
AUX_IO	20	-	1	F0016A	MC IOT MAIN MODEL
AUX_IO	20	a	1	VA01945AA	ADD: MC EDGE AS AUX I/O SERVER
AUX_IO	20	b	1	VA00991AA	ADD: DC/DC - [48 >>24] PS W/O HOUSING
AUX_IO	20	c	1	VA00155	ADD:DC POWER CABLE
AUX_IO	20	d	1	VA00147	ADD: FRONT CABLE COVERS
AUX_IO	20	e	3	VA00989AA	ADD: 8DO EE 16DI 5-18 V /DRY
AUX_IO	20	f	1	VA01370AA	ADD: MC-EDGE
AUX_IO	20	g	1	VA00985AA	ADD: NO PIGGY_ MC-EDGE
AUX_IO	21	-	1	DSIABDIN4	PANDUIT IABDIN4 4 RACK UNIT DIN RAIL FOR EIA 19" MOUNT
AUX_IO	22	-	1	FHN0057	DIN RAIL STOPPER
AUX_IO	23	-	1	QRN5066	PUNCHBLOCK W/PANEL
AUX_IO	24	-	1	CDN6135	CABLE ASSY 25 PR M-NONE 25FT
CCGW	25	-	1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
CCGW	25	a	1	CA03715AA	ADD: DC POWER
CCGW	25	b	5	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
CCGW	25	c	2	CA03716AA	ADD: V.24 INTERFACE
CCGW	25	d	1	CA03717AA	ADD: ACIM INTERFACE
SWITCH	26	-	2	CLN1868	2930F 24-PORT SWITCH
SWITCH	27	-	2	CLN1866	FRU: 1M DAC CABLE
ROUTER	28	-	1	T8492	SITE ROUTER & FIREWALL- AC
ROUTER	28	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ROUTER	28	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ROUTER	29	-	1	T8492	SITE ROUTER & FIREWALL- AC
ROUTER	29	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ROUTER	29	b	1	CA03448AA	ADD: STATEFUL FIREWALL
CCGW	30	-	1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
CCGW	30	a	1	CA03715AA	ADD: DC POWER
CCGW	30	b	5	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
CCGW	30	c	2	CA03716AA	ADD: V.24 INTERFACE
CCGW	30	d	1	CA03717AA	ADD: ACIM INTERFACE
CCGW	31	-	1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
CCGW	31	a	1	CA03715AA	ADD: DC POWER
CCGW	31	b	4	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
CCGW	31	c	2	CA03716AA	ADD: V.24 INTERFACE

5.2 Optional Spares Equipment List

Type	Line	Opt	Qty	Model	Description
Dispatch_FRU	38	-	1	BMN2000	FRU, MICROPHONE, DESKTOP, USB
Dispatch_FRU	38	-	1	BMN2000	FRU, MICROPHONE, DESKTOP, USB
Dispatch_FRU	39	-	1	BSN2000	FRU, SPEAKER, DESKTOP, USB
Dispatch_FRU	40	-	1	BLN1277	HEADSET JACK CIRCUIT BOARD FRU
Dispatch_FRU	41	-	1	BLN1275	DESKTOP SPEAKER CIRCUIT BOARD FRU
MC Edge FRU	42	-	1	FLN9985A	8DO EE 16DI 5-18 V /DRY
MC Edge FRU	43	-	1	FHN9067	DC/DC - [48 >>24]
MC Edge FRU	44	-	1	FHN0059	I/O MODULE CONNECTOR COVER
MC Edge FRU	45	-	1	FHN0058	CPU PANEL COVER
SWITCH_FRU	46	-	1	CLN1866	FRU: 1M DAC CABLE
SWITCH_FRU	47	-	1	CLN1868	2930F 24-PORT SWITCH
ROUTER_FRU	48	-	1	T8492	SITE ROUTER & FIREWALL- AC
ROUTER_FRU	48	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ROUTER_FRU	48	b	1	CA03448AA	ADD: STATEFUL FIREWALL
CChub_FRU	49	-	1	B1956	COMMANDCENTRAL HUB, W/CLIENT PC
CChub_FRU	49	a	1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
CChub_FRU	49	b	1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
CCGW_FRU	50	-	1	SQM01SUM0333	MCG 8000 CONVENTIONAL GATEWAY
CCGW_FRU	50	a	1	CA03715AA	ADD: DC POWER
CCGW_FRU	50	b	5	CA03718AA	ADD: ANALOG 4WIRE INTERFACE
CCGW_FRU	50	c	3	CA03716AA	ADD: V.24 INTERFACE
CCGW_FRU	50	d	2	CA03717AA	ADD: ACIM INTERFACE

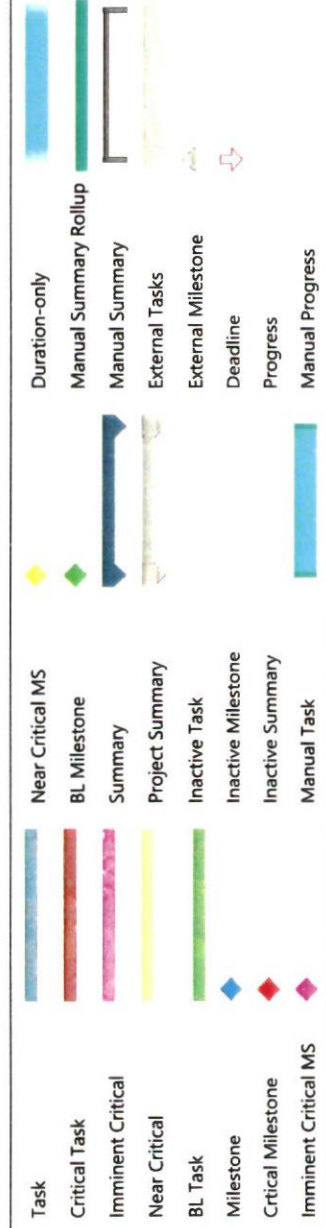
ID	Task Name	Duration	Start	Feb '1	Mar '1	Apr '2	May '1	Jun '2	Jul '2	Aug '1	Sep '1	Oct '2	Nov '2
1	Big Horn County DES Dispatch Consoles	155 d	Mon 3/6/23										
2	Project Initiation	22 d	Mon 3/6/23										
3	Contract	10 d	Mon 3/6/23										
4	Contract Award	0 d	Mon 3/6/23										
5	Contract Administration	10 d	Mon 3/6/23										
6	Project Kick-off	20 d	Mon 3/6/23										
7	Kick-off Preparation	5 d	Mon 3/20/23										
8	Internal Project Kick-off	5 d	Mon 3/27/23										
9	Customer Kickoff	1 d	Mon 3/27/23										
10	Kickoff Completed	0 d	Mon 3/6/23										
11	Design Review	1 d	Tue 4/4/23										
12	Walkthrough and Validation of Design Document	1 d	Tue 4/4/23										
13	Design Review Completed	0 d	Tue 4/4/23										
14	Manufacturing and Staging	285 d	Tue 4/4/23										

Project: PremierOne 4.2 Upgrad Date: Mon 11/28/22	Task Critical Task Imminent Critical Near Critical BL Task Milestone Critical Milestone Imminent Critical MS Near Critical MS BL Milestone Summary Project Summary Inactive Task Inactive Milestone Inactive Summary Manual Task Duration-only Manual Summary Rollup Manual Summary External Tasks External Milestone Deadline Progress Manual Progress
--	--

ID	Task Name	Duration	Start	Feb '1	Mar '1	Apr '2	May '1	Jun '2	Jul '2	Aug '1	Sep '1	Oct '2	Nov '2
29	Site Readiness - Customer Responsibility	50 d	Mon 3/6/23										
30	Space in Equipment Room and on Console Furniture readiness	50 d	Mon 3/6/23										
31	Power and HVAC readiness	50 d	Mon 3/6/23										
32	MPLS Ethernet Connectivity readiness	50 d	Mon 3/6/23										
33	Console Antenna Systems readiness	50 d	Mon 3/6/23										
34	Data Cabling Run to Positions Verification	50 d	Mon 3/6/23										
35	Customer Prepares Dispatch Site for Motorola Installs	50 d	Mon 3/6/23										
36	R56 Audit	5 d	Mon 3/6/23										
37	Site Link Verification (once)	5 d	Mon 3/6/23										
38	Console Installation	35 d	Mon 7/10/23										
39	Receive and inventory all equipment.	5 d	Mon 7/10/23										
40	Console Installation	30 d	Mon 7/17/23										
41	Install Equipment Rack	10 d	Mon 7/17/23										
42	Install MCC7500E Consoles	10 d	Mon 7/31/23										

Project: PremierOne 4.2 Upgrad Date: Mon 11/28/22	Task	Near Critical MS	Duration-only
	Critical Task	BL Milestone	Manual Summary Rollup
	Imminent Critical	Summary	Manual Summary
	Near Critical	Project Summary	External Tasks
	BL Task	Inactive Task	External Milestone
	Milestone	Inactive Milestone	Deadline
	Critical Milestone	Inactive Summary	Progress
	Imminent Critical MS	Manual Task	Manual Progress

ID	Task Name	Duration	Start	Feb '1	Mar '2	Apr '2	May '1	Jun '2	Jul '2	Aug '1	Sep '1	Oct '2	Nov '1
57	System Acceptance Testing Complete	0 d	Wed 9/20/23									9/20	
58	Finalize	12 d	Thu 9/21/23										
59	Cutover and Go Live	1 d	Thu 9/21/23										
60	Punchlist Resolution	10 d	Fri 9/22/23										
61	Transition to Service/PTC	1 d	Fri 10/6/23										
62	Finalize Documentation	10 d	Fri 9/22/23										
63	Final System Acceptance	0 d	Fri 10/6/23									10/6	



Project: PremierOne 4.2 Upgrad
Date: Mon 11/28/22

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to Big Horn County. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, Big Horn County will need to download and install them.

7.2.4 On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Big Horn County's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between Big Horn County and Motorola Solutions.

7.2.5 Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

7.3 Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots, and MyView Portal. These service resources will collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Big Horn County's administrators and personnel through MyView Portal.

Service activities and Motorola Solutions' service team are described in more detail below.

7.3.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts, and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Big Horn County, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests,

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.
- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by MyView will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.

Section 9

Pricing Summary

9.1 Equipment and Implementation Services

Item	Price
Equipment	\$222,821
NASPO Discount	(\$40,620)
Equipment with Discount	\$182,201
Implementation Services including Project Management, Engineering, Installation, Configuration, Testing, Training, Cutover and Essential Plus Warranty	\$286,809
Total (does not include taxes)	\$469,010

9.2 Maintenance and Lifecycle Services

Item	Year 2	Year 3	Year 4	Year 5	
Post Warranty Maintenance (Essential Plus package)	\$14,130	\$14,837	\$15,578	\$16,357	\$60,902
Lifecycle Services (SUA II)	\$12,305	\$12,649	\$13,007	\$13,380	\$51,341
Total (does not include taxes)	\$26,435	\$27,486	\$28,585	\$29,737	\$112,243

9.3 Optional Spares Equipment

Item	Price
Optional Equipment Spares Total	\$29,233
Discount	\$4,385
Spares Total with Discount (does not include taxes)	\$24,848



ASTRO/Application Services Requirements

Introduction

This document specifies the current Motorola requirements for ASTRO services on an IP Ethernet network. This document's intended use is for new and existing backhaul deployments for ASTRO to convey the specific application requirements. It covers all aspects of the service design to ensure proper requirements are presented to ensure consistent network performance regardless of implementation.

This document uses terms such as "**MUST**", "**MUST NOT**", "**SHOULD**" to define the requirement as outlined in [RFC2119](#).

1. Service Definitions

All application services **MUST** be designed and configured to support a routed network architecture, a switched network architecture (Point to Multi-point) or a dedicated link (Point to Point).

The following table defines the System Services required

Application	Service Name	Service Type	Service Description
ASTRO	Zone Core	Layer 3	Site connectivity to the Core

Table 1: System Services

2. Service Demarcation

All ASTRO service demarcation points **SHOULD** be copper RJ45, configured for a fixed speed/duplex with auto-negotiation disabled. All layer 3 ASTRO demarcation points **MUST** be untagged.

All layer 3 ASTRO interfaces will utilize static routing on the CE for communication. There are no dynamic routing protocols (RIP, OSPF or BGP) on the CE-PE links. Reference section 6 and 7 below for additional information.

4. Network Resilience and Failure Recovery

To ensure continuous operation of all applications, the transport **MUST** be designed to detect and recover from failures in a given window. The failure windows are based on the site types communicating and the physical topology interconnecting the site.

The following table defines the failure windows for different path types

Connection Type	Media Type	Detection Protocol	Configuration (MAX)
Direct Connect	Fiber	N/A	N/A
Direct Connect	All Others	BFD	3 x 100ms
Indirect Connect	Fiber	BFD	3 x 50ms
Indirect Connect	All Others	BFD	3 x 100ms

Table 4: Failure detection protocols & configuration

5. PE to PE Network Performance Service

PE to PE one way network latency, jitter and total packet loss **MUST** be in line to meet the requirements set by the service. Service testing will be validated using Y.1564 testing methodology. Reference Section 8 for service specific performance requirements

6. CE-PE Routing Isolation

6.1 ASTRO Interfaces

All ASTRO services **MUST** be separated from all other network services in its own VPRN. On larger designs each zone core and simulcast site **SHOULD** have their own VPRN to permit smaller routing tables and better network isolation.

No dynamic protocols are required on ASTRO service Interfaces. When implementing MPLS, there are additional requirements on the provisioning of the service.

IP Network Practice Office



All link specifications can be found in the accompanying spreadsheet.

Site Type	Connection Type	# of Site Routers	Location	Configured Committed Information Rate (CIR) kbps	Latency/Delay (ms)	Jitter (ms)	Packet Loss
NM/Disp/Conv	Eth/Eth	2	Big Horn County Dispatch	5000	20	10	<0.01%

The above calculations are based on the following assumptions:

- # of local analog channels – 20
- # of local digital channels – 10
- # of trunked talkpaths accessed remotely – 10

Packet loss is defined per RFC 2680. Packet loss can result from exceeding jitter budgets or actual packet loss in the network. Unlike jitter, packet loss cannot be mitigated and has an immediate impact on speech quality. Since the Astro25 network carries both voice and data traffic, it is highly sensitive on the packet loss ratio on the backhaul. The packet loss requirement for the Astro25 network is 0.01%. In the context of audio for the ASTRO 25 network, reordered packets are also considered packet loss.

The measurement method for **jitter** is based on RFC 3393 (Section 2.4) and ITU-T Recommendation Y.1541. All jitter specifications are 99th percentile values. The jitter specification must apply when passing standard 1500 byte packets.

Latency or IP Packet Transfer Delay is defined per RFC 2681.

The **tolerance** to backhaul network congestion or outage is ~1sec. In other words, recovery from backhaul congestion or outage must be 1s or less.

Motorola recommends a high availability (at least **99.999%** or higher system availability) layer 3 Ethernet backhaul to support ASTRO 25 Public safety voice traffic.

Glossary and Acronyms

Term	Definition
P	Provider Link - The Wide Area Transport Link used to tie the Transport (MPLS) Nodes together
PE	Provider Edge - The physical demarcation point that will interface to the Customer Edge/Equipment (CE)
CE	Customer Edge - Motorola Site Router or HP Switch
TE	Traffic Engineering - The act of influencing the traffic flow other than the shortest calculated path
HA	High Availability = Fault Tolerant
VPRN	Virtual Private Routed Network - Isolated Routing instance inside an MPLS network

Communications System and Services Agreement

Motorola Solutions, Inc. ("Motorola") and Big Horn County ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

C-2 "Pricing Summary & Equipment List" dated _____

C-3 "Implementation Statement of Work" dated _____

C-4 "Acceptance Test Plan" or "ATP" dated _____

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan.

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Beneficial Use" means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

"Confidential Information" means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a

under separate license or third party software not licensable under the terms of this Agreement.

“Software License Agreement” means the Motorola Software License Agreement (Exhibit A).

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

“Solution” means the combination of the System(s) and Services provided by Motorola under this Agreement.

“Solution Data” means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

“Specifications” means the functionality and performance requirements that are described in the Technical and Implementation Documents.

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

“Subsystem” means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

“System” means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

“System Acceptance” means the Acceptance Tests have been successfully completed.

“System Data” means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

“Warranty Period” for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

Section 3 SCOPE OF AGREEMENT AND TERM

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

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

4.3. PROFESSIONAL AND SUBSCRIPTION SERVICES. If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

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

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

4.7. CUSTOMER OBLIGATIONS. If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be 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 perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to

Name: Big Horn County
Address: Po Box 908, Hardin, MT, 59034
Phone: 406-665-9700

E-INVOICE. To receive invoices via email:

Customer Account Number: _____
Customer Accounts Payable Email: pretty.painted@bighorncountymt.gov
Customer CC(optional) Email: pschenderline@bighorncountymt.gov

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

Name: Big Horn County
Address: 121 3rd St. W, Hardin, MT 59034

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

Name: " "
Address: " "
Phone: 406-665-9700

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

Section 7 SITES AND SITE CONDITIONS

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. 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.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

Section 8 TRAINING

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11 DELAYS

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional

Software delivered and all services performed.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.

14.2. GENERAL INDEMNITY BY CUSTOMER. Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, 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.

14.3.2 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 Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any

or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Big Horn County ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the

terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE



Contractual Documentation

to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Commercial Computer Software

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

Exhibit B

PAYMENT

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

System Purchase (excluding Subscribers, if applicable)

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

If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).

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

For Lifecycle Support Plan and Subscription Based Services:

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

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

MAINTENANCE, SUPPORT AND LIFECYCLE MANAGEMENT ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and Lifecycle Management services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or Lifecycle Management as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or

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

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

3.2 LIFECYCLE MANAGEMENT SERVICES

3.2.1 The Software License Agreement included as Exhibit A to the Primary Agreement applies to any Motorola Software provided as part of the Lifecycle Management transactions.

3.2.2 The term of this Addendum is [REDACTED] years, commencing on [REDACTED], 201[REDACTED]. The Lifecycle Management Price for the [REDACTED] years of services is \$ [REDACTED], excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the Lifecycle Management is a subscription service as more fully described in the applicable Lifecycle Management Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a Lifecycle Management transaction occurs when the Equipment (if any) and Software are delivered and the Lifecycle Management services are fully performed; there is no Acceptance Testing with a Lifecycle Management transaction.

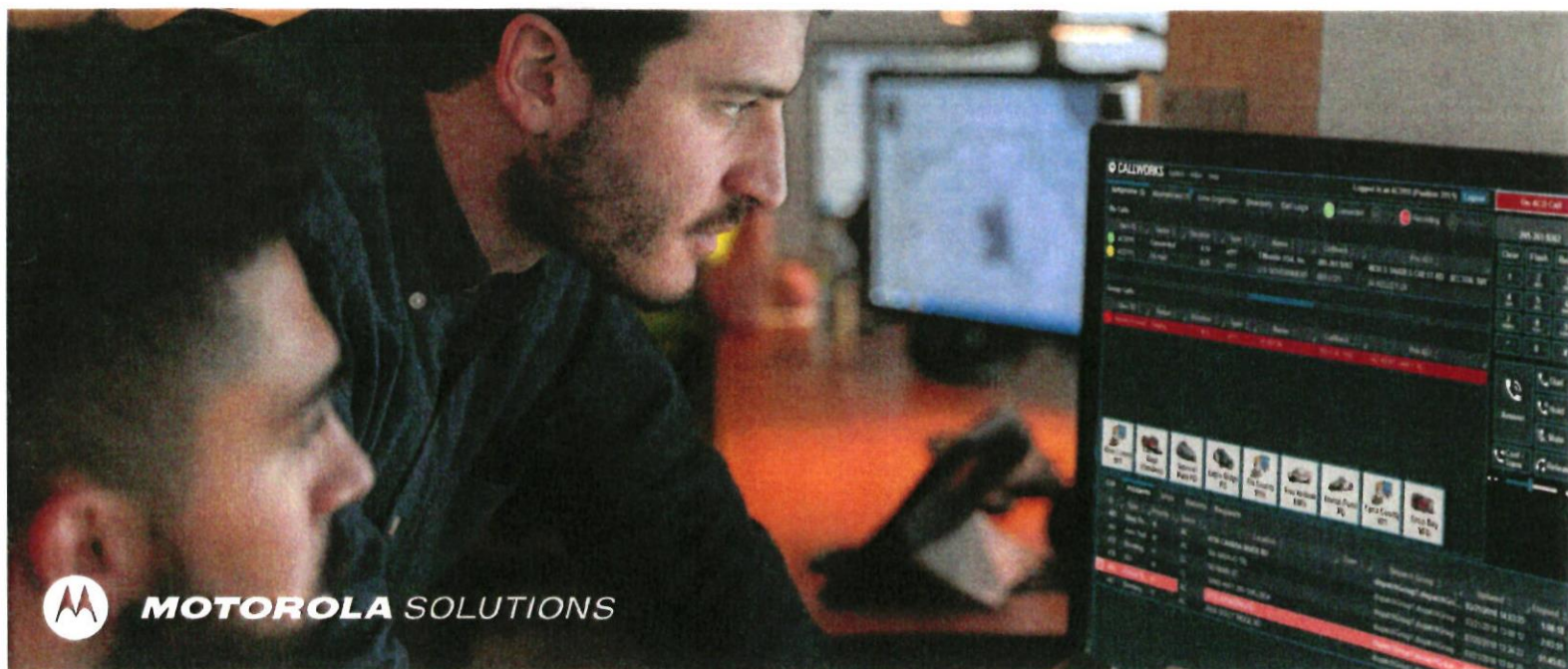
3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a Lifecycle Management transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for Lifecycle Management services is set forth in the Lifecycle Management Statement of Work.

3.2.6 In addition to the description of the Lifecycle Management services and exclusions

U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. 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 maintenance 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). Any pricing change would be documented in a change order executed with the Customer.

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum 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 or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END



Proposal

Big Horn County 911, Montana

CallStation Hardware Refresh

Single Backroom Configuration

November 14, 2022

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

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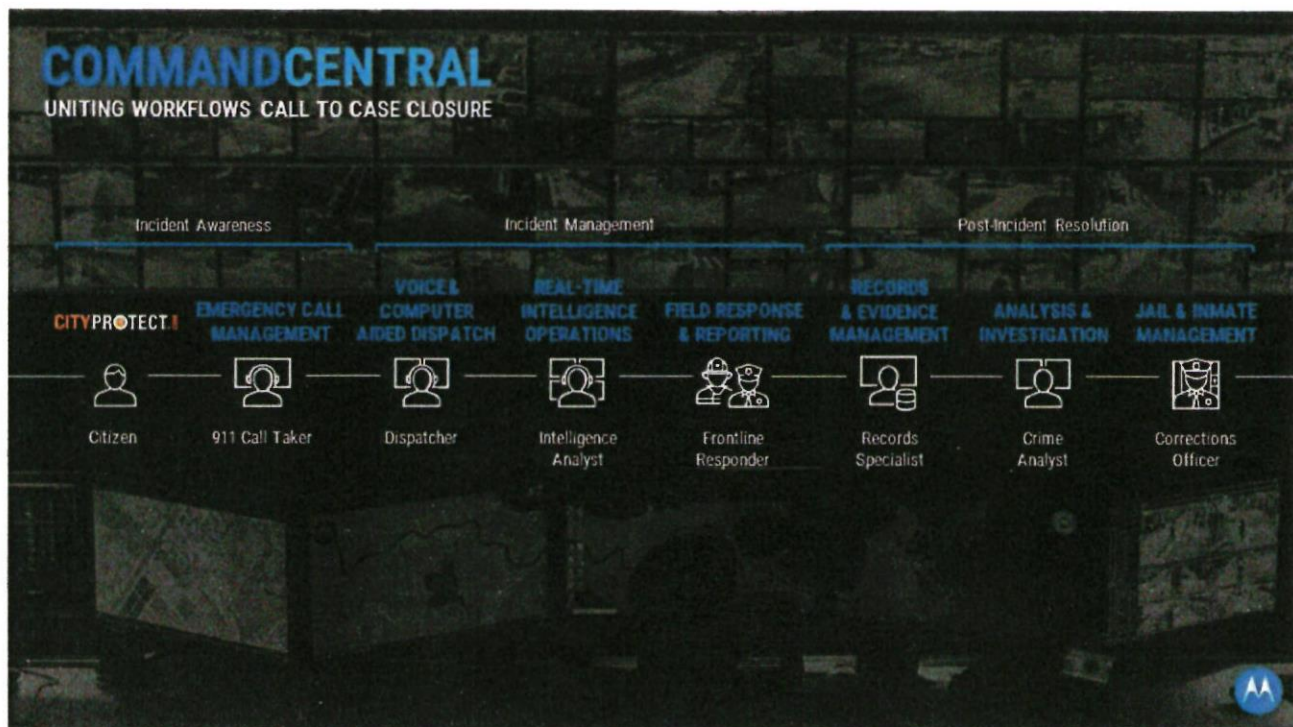
Section 6
Master Customer Agreement.....1



CallStation with Mapping Call Taker Position

Additional information may be obtained from our website at [Motorola Solutions CallWorks Emergency Call Handling](#).

CallWorks CallStation is an integral part of Motorola Solutions' end-to-end Public Safety Software Enterprise driving the integration of a complete Command Center suite. From answering thousands of emergency calls and text messages to processing video, disparate evidence and records, Motorola Solutions is helping agencies transform into intelligence-driven command centers, enabling them to make more informed decisions resulting in better outcomes. Learn more about [Motorola Solutions'](#) wide-ranging product portfolio.



System-wide

- SMS MSRP TCC Connectivity access license for a direct connection to a TCC. Customer is responsible for the TCC text service and connectivity costs. If Big Horn County is not ready to proceed with SMS during the project implementation and go live, there may be additional costs for labor services and hardware (if needed) when ready.
- Continuous workstation performance monitoring and enterprise workstation antivirus protection
- System and component level monitoring, alarming, diagnostics and reporting services
- All-inclusive software support, updates, and upgrades for the contract term, no surprise charges
- 24/7/365 Help desk, trouble ticketing and customer support services
- Installation, testing, maintenance and on-site support services by Motorola Solutions
- Project management services for the planning, design, testing, installation and operation of the systems for contract term

2.2 Equipment List

Below is the equipment list that details the end user hardware to be refreshed.

2.2.1 Big Horn County 911 PSAP

Qty	Part Number	Description
3	ECX100101	WKS PC, Dual Video, 8gb RAM
3	ECX100103	MONITOR, 22W" FP, BLK
1	ECX100110-HR	ECX Dual Server R440, HA Assembly, 2U, Replacement
3	ECX100201	VoIP Phone
3	ECX100204-1	Keypad, Genovation 24 Keypad Computer 10 Key
2	ECX100305-2	Mediant 1000 Chassis (CAMA) (Max- 6 Cards)
2	ECX100305-3	Mediant 1000 Gateway FXS 4-port Card (CAMA)
2	ECX100313	Media Gateway, 4 Port FXO to SIP (Admin/Ringdown)
2	ECX100315	Rack Shelf, Media Gateway (FXS), 1U, 2 GW per Shelf
2	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf
1	ECX200020	SMS - MSRP TCC Connectivity Lic. (Access License Only)
15	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR
1	ECX500001-24CH	CABINET ASSM, 24 RU, COMPLETE
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100
1	ECX500011	FIREWALL
1	ECX500005-2	ROUTER (Enterprise/Remote)
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT
1	ECX500009-1	PRINTER
2	ECX500017-8	IP to Serial Dist., 8 Port, Remote
1	ECX500103	UPS - Smart-UPS X 3000VA

The specific objectives of the planning phase include:

- Expound on specific strategies and project options
- Confirm NG9-1-1 project scope
- Finalize the solution design
- Finalize plans for solution delivery strategies and resources. The solution is reviewed to align each primary stakeholder with a common vision and strategy for unified team design and planning.
- Determine aspects of the 9-1-1 system that are subject to change within the scope of the project. Much of this entails identifying and collecting information from project stakeholders.

Prior to collecting the detailed information that will be used in the course of the project, it is important for the team to understand the overall project goals and the criteria that will govern their decision-making.

The project principles and constraints are communicated to all team members so that all design, integrations, and deployment decisions can be assessed. Guided by the project principles and constraints, more detail information is then collected. This includes conducting site visits and the Project Launch, Call Flow and Design Review Meeting.

The original configuration proposed was based on information provided by Big Horn County 911 during a review of system requirements. Any changes in the proposed system or equipment will require a change order, which may incur additional costs.

3.2.1 Project Kick-off Meeting

The project kick-off meeting is scheduled as soon as possible following receipt of the contract. One of the main objectives of the meeting is to ensure that all project participants begin the project with a clear and shared understanding of the project and project expectations.

During this meeting:

- Process owners are identified
- Key project milestones and objectives are introduced and discussed
- Review the overall project "As Purchased" design and Statement of Work (SOW).
- First review of the draft project plan

3.2.2 Project Workflow and Design Review Meeting

The project call flow and design review meetings are scheduled with you to be held at the site. The purpose of the Call Flow and Design Review (CDR) meeting is to obtain a comprehensive understanding of your current operational environment and desired future workflow through interactive discussions. It is also to assist in understanding how the new CallWorks CallStation system can be configured to meet the operational needs.

During this meeting, Motorola Solutions will gather critical information with your agency to set up and program the CallWorks CallStation system, including detailed review of trunks, lines and circuits. Motorola Solutions will work with you to document the final system design elements that will be used for all aspects of the programming and configuration of your CallWorks CallStation system.

Design discussions and decisions will include but are not limited to:

- A draft Acceptance Test Plan has been developed
- The materials purchased from Motorola Solutions ship to the site

3.3 Phase II – Installation and Testing

Phase II is the period of time in which site preparation, site installation and testing take place. The project's implementation is accomplished to the degree that is possible without actually going "live", while minimizing disruption of the site's ongoing operations. The Motorola Solutions PM will coordinate the Phase II activities with you to minimize interference with other site activities, while ensuring that Motorola Solutions' implementation and testing are completed as per the Project Plan and the Master Project Schedule. Implementation and Testing milestones and deliverables will be documented and managed via the Master Project Schedule.

During this phase the components of the solution, including applications, servers, network components and data flow, are configured and readied for deployment. All network, regional and premise components are delivered, and the equipment rooms and other facilities are made ready.

3.3.1 Solution Staging

The process starts with the staging of the system equipment at Motorola Solutions. Your site equipment is assembled, configured and burned in with your specific site information, including but not limited to, system software, IP addresses, machine names, and line and trunk data. Your equipment is also quality-checked for any defects or errors, then packaged and shipped to site.

Staging increases efficiency by leveraging our technical expertise to help prevent out-of-box failures and performing initial configurations before equipment arrives on-site. Less on site installation time is required by staging and testing equipment in our facility. You have assurance that each site's equipment is configured and tested, reducing the risk of onsite equipment issues.

Once staged your system will be shipped to your site for inventory and installation.

3.3.2 Site Installation

The following outlines the general steps that will be required for system installation. Additional detail and steps will be added during project meetings.

- Unpack and inventory equipment
- Uninstall old equipment and set aside (Motorola Solutions will not remove or dispose of any old equipment)
- Placement of racks/cabinet
- If new cabling is required:
 - Run cable from Motorola Solutions Connector Blocks to backboard for all 9-1-1 trunks
 - Run cable from Motorola Solutions Connector Blocks to backboard for all administrative lines

making any user application and configuration changes. The site lockdown will be scheduled via the Master Project Schedule.

3.3.5 Customer Responsibilities During Installation

Responsibilities shall include, but are not limited to:

- Remove and dispose of all old equipment and peripherals
- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project
- Provide appropriate schedule notification and facility availability for CallWorks CallStation on-site services and training
- Notify and coordinate schedule changes with Motorola Solutions, which may require a Change Order (and potentially additional charges) dependent upon the change
- Assume sole responsibility for the accuracy and completeness of Customer-supplied data
- If building-wide UPS is in place, dedicated (1) L5-30R 120V and (1) L5-20R 110/120V outlets must be available as well as appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
- If building-wide UPS is NOT in place, a dedicated (1) L5-30R 120V outlet must be available as well as appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
- Assume full responsibility for mutually approved base map file, including, but not limited to: X / Y coordinates, structure address, street centerlines, ESN boundaries, City boundaries; maintain this file and use it to update the CallWorks CallStation system
- Provide a complete ESRI-based GIS formatted map (shapefile) thirty to sixty days prior to on-site system installation
- Updates to the base map file, performed by personnel designated, will be transferred to the system per Motorola Solutions instructions
- Provide a floor plan outlining where Motorola Solutions provided equipment is to be installed and position numbers for Call Taker, Dispatch, and Supervisor positions
- Ensure the operating environment is fully functional and meets CallWorks CallStation minimum operating requirements
- Provide the applicable broadband service for the CallWorks CallStation Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity
- Provide for, move, test and make operational or otherwise deliver CAMA trunks, administrative lines and other PSTN connections to the backboard demarcation at least 14 days prior to installation start date
- Provide for, move, test and make operational or otherwise deliver two (2) ALI circuit connections to the backboard demarcation at least 14 days prior to installation start date
- Provide facility specific work and activity, including, but not limited to, construction, core drilling, grounding, and any electrical or conduit needed to support the implementation
- Assist Motorola Solutions in securing any required security clearances, identification tags and other requirements for access to areas within the facility necessary for Motorola Solutions personnel to complete their project responsibilities under this agreement

- Pre-cut and Post-cut site testing will be performed in accordance with Motorola Solutions System Acceptance Test Plan that will be provided based on the type of system(s) purchased
- The Motorola Solutions PM will track Motorola Solutions issues and/ or exceptions noted during the site cutover and report updates to your team for updates to the Issues Control Log
- The Cutover Phase will end when the project team agrees that all cutover objectives have been met

At the conclusion of the Cutover Phase, a meeting will be held with the project team members to discuss the cutover, any remaining Motorola Solutions issues, and to review the Post-Cutover Support Plan.

3.4.2 Customer Responsibilities During Cutover

The agency is responsible for the following during cutover:

- Schedule appropriate personnel to support the cutover
- Assume responsibility for cutover activities that are beyond the scope of Motorola Solutions deliverables as delineated in the approved Project Plan
- Coordinate third party services and/or activities during the cutover that are not Motorola Solutions deliverables, but may affect Motorola Solutions systems and/ or services. This includes, but is not limited to Telco's, third party vendors, or other organizations that are participating in the cutover.

3.5 Phase IV – Project Closure

Once all sites are operational and the post-cutover coverage is complete, the Project will move to closure phase. The project closure phase is the process of completing any open issues associated with the deployment of your project and to transition the project from Implementation to Support.

Project closure will occur when:

- All sites have cutover to the new CallWorks CallStation systems
- All on-site post cutover support has been completed
- All System Acceptance Testing has been successfully executed and approved by Big Horn County 911
- Big Horn County 911 has signed the Site Acceptance document

The Motorola Solutions PM will ensure all issues have been resolved or assigned for resolution. Any open issues at time of closure are to be transitioned to Motorola Solutions Technical Support, Site Installation, and Verification Package.

3.5.1 Site Installation and Verification Package

Motorola Solutions will provide "as-built" documentation:

- CPE inventory, including a complete list of installed equipment
- Solution Overview / Detailed System Document

Section 4

Acceptance Test Plan

4.1 System Testing, Cutover, and ATP Activities

4.1.1 Perform Equipment Testing

- Test individual components of the system to verify compliance to the equipment specifications.
- Repeat any failed test(s) once Motorola Solutions (or the Customer) has completed the corrective action(s).
- Prepare documentation of component tests to be delivered as part of the final documentation package.

4.1.2 Perform Functional Testing

- Verify the operational functionality and features of the individual subsystems and the system supplied by Motorola Solutions, as contracted.
- If any major task as contractually described fails, repeat that particular task after Motorola Solutions determines that corrective action has been taken.
- Document all issues that arise during the acceptance tests.
- Document the results of the acceptance tests and present to the Customer for review.
- Resolve any minor task failures before Final System Acceptance.

4.1.3 Pre-Cutover Acceptance Test Plan

- A mutually agreed upon pre-cutover acceptance test plan will be developed with the customer during the contract design review phase.
- The Pre-Cutover ATP will be executed prior to fully cutting over the new NG9-1-1 system from the legacy system.

4.1.4 Post-Cutover Acceptance Test Plan

- A mutually agreed upon post-cutover acceptance test plan will be developed with the Customer prior to cutover
- Upon successful execution of the system cutover the Post-Cutover ATP will provide details on resolving any cutover ATP checklist items and transition to service.
- Once Post-Cutover ATP is complete, it will be documented and become a part of the overall service manual for the Customer and the service providers.

Section 5

Pricing Summary

CallWorks Base Pricing Summary		
	LIST PRICE	OFFER PRICE
Hardware and Software	\$133,127.60	\$79,152.25
Professional Services (Project Management, System Engineering, Staging, System Installation, Training, Testing, System Activation and Cutover, 24 Hour Post-Cut On-Site Support)	\$38,350.78	\$36,692.84
Base System Total:	\$171,478.38	\$115,845.09
System Maintenance Term Packages (Applicable Taxes, Not Included)		
Plan 1: Total Base System with 1-Year Prepaid Software and On-Site Support, Hardware Warranty	\$190,404.93	\$134,771.64
Plan 2: Total Base System with 5-Year Prepaid Software and On-Site Support and Extended Hardware Warranty	\$252,576.04	\$196,942.75

* Quote is valid for 90 days from the date of this proposal.

EXHIBIT C

System Acceptance Certificate

Customer Name: Big Horn County

Project Name: Call Station Hardware Refresh

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Acceptance Tests set forth in the Acceptance Test Plan have been successfully completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: [Signature]
Print Name: George R. Bird II
Title: County Commissioner
Date: 01.19.2023

Signature: _____
Print Name: _____
Title: _____
Date: _____

FINAL PROJECT ACCEPTANCE:

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: _____
Print Name: _____
Title: _____
Date: _____

Signature: _____
Print Name: _____
Title: _____
Date: _____

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.**

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.

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

Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in an Ordering Document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Ordering Documents, and the proposal (if applicable). These collective terms will govern the provision of such Services.

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

3. Communications System Acceptance.

3.1. Acceptance. Any Communications System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("**Acceptance Tests**") set forth in the Acceptance Test Plan attached as **Exhibit B-4 – Acceptance Test Plan** hereto ("**System Acceptance**"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in **Exhibit C**. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

3.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance. Therefore, Customer will not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or use of the Communications System is otherwise authorized in writing by Motorola. Upon such date that Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

4. Payment. Customer will pay invoices for the Products and Services covered by this CSA in accordance with the invoice payment terms set forth in the MCA. Additional payment terms are set forth hereto in **Exhibit A – Payment**.

5. Warranty.

5.1. Radio Products Warranty. The warranties applicable to Motorola-manufactured Equipment set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

5.2. Communications System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the date of System Acceptance, (a) such Communications System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the “**Warranty Period**”) instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this CSA.

6. **Additional Equipment or Software with a Communications System.** Following the date of System Acceptance, Customer may order additional Equipment or Software that is intended for use with the Communications System for an additional three (3) years, if it is then available. Each purchase order must refer to the Agreement, and must specify the pricing and delivery terms.

7. **Broadband Enabled Devices.** The terms set forth in this **Section 7 – Broadband Enabled Devices** apply to broadband-enabled devices.

7.1. Subscription Services. Customer’s purchase of any broadband-enabled radio devices, such as ApXNext radios, includes certain Subscription Software all of which are subject to the SSA. Customer’s purchase of any such broadband enable devices may include an initial or trial subscription to the Subscription Software included with purchase of the device; following expiration of such initial or trial term, Customer must purchase a subscription for continued use of such Subscription Software.

7.2. Flow-Down Terms. Additional license terms apply to third-party broadband services purchased in connection with a broadband enable Communications System, which are available online at: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

8. **Critical Connect.** The terms set forth in this **Section 8 – Critical Connect** apply to Motorola’s Critical Connect Product. Motorola’s Critical Connect Product is Subscription Software, and any purchase of such Product will be subject to the SSA.

8.1. Term. Notwithstanding the SSA, the Initial Subscription Period of the Critical Connect service shall be for a period of three (3) years from the date of delivery. Renewal Subscription Years shall be for subsequent three (3) year periods rather than twelve (12) month periods as set forth in the **Section 4 – Term** of the SSA, with such renewals to automatically occur unless one 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.

8.2. Cancellation Fees. If Customer terminates the Critical Connect subscription prior to the end of the then-current Subscription Term, Customer will be obligated to pay a cancellation fee

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

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

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).

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.

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

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**"):

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**

Software Products Addendum

This Software Products Addendum (this “SPA”) 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 applicable Addenda. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. Addendum. This SPA governs Customer's purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties' Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below. This SPA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Software System or other software Products purchased under this SPA and not with respect to other Products and Services.

2. Software Systems; Applicable Terms and Conditions.

2.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on-premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then such Subscription Software is subject to the SSA. Any Equipment purchased in connection with

conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

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

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

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

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

10. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

10.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

10.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

10.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**

3.5 Equipment Definition. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable Ordering Documents.

3.6 Additional Hardware. If Customer purchases additional hardware from Motorola that becomes part of the Communications System, the additional hardware may be added to this MSA and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.7 Maintenance. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.8 Equipment Condition. All Equipment must be in good working order on the Start Date or when additional equipment is added to the MSA. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.9 Equipment Failure. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this MSA and applicable Ordering Documents.

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

3.11 Excluded Services.

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

b) Unless specifically included in this MSA or applicable Ordering Documents, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no

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 maintenance 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).

END