17

SINGLE SOURCE AWARD **BID # SS-14991-24**

Subject: FY2024 Motorola System Upgrade Agreement (SUA II)

Department: Information Technologies Division

Description of Purchase:
Recommend approval to retroact the period of service from October 1, 2023 through date of contract execution.
Recommend approval of Single Source Award to Motorola Solutions, Inc., for the System Upgrade Agreement (SUA II). The ASTRO platform is an integrated end-to-end solution designed to deliver mission-critical land mobile radio services for the City's First Coast Radio Systems (FCRS) first responders, including JSO, JFRD, General Government, and other governmental authorities. The SUA II agreement includes replacing all third-party infrastructure hardware and software upgrades every two years. In addition, the SUA II includes Security Update Services (SUS), which provides ongoing weekly, monthly, and quarterly security updates, minimizing cyber security risks. Motorola Solutions Inc. is the only company authorized to provide maintenance and technical support for the City's Astro P25 Radio System. Period of service will be from date of contract execution through September 30, 2029. The requested total expenditure not to exceed $6,869,454.00, with the attached listings.

Funding Source: 53102.113502.546620.000000.00000000.00000.0000000, to be executed by formal contract through the Office of General Counsel and process by purchase order release(s).

Single Source Award To: Motorola Solutions, Inc.

Price Justification: See Attached

Total Award: $6,869,454.00 **Requisition Number:** FAIT-500953-24

Attachments: Agency Memo, Single Source Form, Supplier Proposal, Sole Source Letter

Certification as to Single Source: Wanyonyi Kendrick, Chief of Information Technologies Division/CIO

THE ABOVE PURCHASE IS RECOMMENDED FOR AWARD IN ACCORDANCE WITH CHAPTER 126.206.

ANALYST: Corey Sidlo **Dustin Freeman, Chief Procurement Division**

APPROVAL OF GENERAL GOVERNMENT AWARDS COMMITTEE

"ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS"

CHAIRMAN ***DATE***

ACTION OF AWARDING AUTHORITY

DATE: _____

APPROVED_____ **DISAPPROVED** _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

FORM GB-114, Revised 12/2007

City of Jacksonville, Florida

Donna Deegan, Mayor

Information Technologies Division
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202
(904) 630-CITY
www.coj.net

A NEW DAY.

MEMORANDUM

TO: Dustin L. Freeman, Chief of Procurement Division

VIA: Anna Brosche, Interim Director of Finance and Administration/CFO — Anna L Brosche — Digitally signed by Anna L Brosche Date: 2023.11.15 09:46:25 -05'00'

THROUGH: Wanyonyi Kendrick, Acting Chief of Information Technologies — Wanyonyi Kendrick — Digitally signed by Wanyonyi Kendrick Date: 2023.11.14 17:57:01 -05'00'

FROM: William J. Costa, Technology Infrastructure Manager — William Costa — Digitally signed by William Costa Date: 2023.10.09 08:23:34 -04'00'

SUBJECT: FY2024 Motorola System Upgrade Agreement (SUA II) – Single Source Request

DATE: October 6, 2023

The Information Technologies Division (ITD) requests approval for a Single Source Award for the System Upgrade Agreement (SUA II) with Motorola Solutions Inc. The ASTRO platform is an integrated end-to-end solution designed to deliver mission-critical land mobile radio services for the City's First Coast Radio Systems (FCRS) first responders, including JSO, JFRD, General Government, and other governmental authorities. The SUA II agreement includes replacing all third-party infrastructure hardware and software upgrades every two years. In addition, the SUA II includes Security Update Services (SUS), which provides ongoing weekly, monthly, and quarterly security updates, minimizing cyber security risks. The term of the agreement will begin on October 1, 2023, and continue for six (6) years through September 30, 2029.

Motorola Solutions Inc. is the only company authorized to provide maintenance and technical support for the City's Astro P25 Radio System. The vendor has provided a single source letter attached to this request confirming their status.

Year 1- FY24 $1,032,313.00
Year 2- FY25 $1,074,921.00
Year 3- FY26 $1,119,295.00
Year 4- FY27 $1,165,514.00
Year 5- FY28 $1,213,643.00
Year 6- FY29 $1,263,768.00

The total not-to-exceed amount for this request is $6,869,454.00.

FUNDING SOURCE: 53102.113502.546620.000000.00000000.00000 — Tracy Geake — Digitally signed by Tracy Geake Date: 2023.10.09 14:45:18 -04'00'

A NEW DAY.

City of Jacksonville, Florida

Donna Deegan, Mayor
Information Technologies Division
Ed Ball Building
214 N. Hogan Street, Suite 900
Jacksonville, Florida 32202
(904) 630-CITY
www.coj.net

Upon award approval, we will request a formal contract through the Office of General Counsel.

Your favorable consideration of ITD's request is appreciated.

CC: Thomas Ossi, Technology Contract and Records Manager
Elizabeth Brown, IT Operations Manager
Andre Conyers, IT Contract Administrator
Alexander Ciprian, Radio Communications Manager

Attachments: Motorola SAU II Proposal
Motorola Maintenance Agreement
Single Source Justification
Supplier Quote
Supplier Single Source Letter

JUSTIFICATION FOR SINGLE SOURCE (JSS)

Pursuant to the City of Jacksonville Procurement Code§ 126.206 & § 126.312, when requesting a purchase from a vendor subject to the referenced sections, please complete this form to justify your request and submit to Procurement with applicable attachments.

1. Requesting Agency:	Information Technologies
2. Nature and/or description of the requirement being requested. ***Identify each item, component or service being procured. (Attach quote/proposal):*** ***Why does the city need these particular goods or services?***	The Information Technologies Division (ITD) requests approval to renew the System Upgrade Agreement (SUA II) with Motorola Solutions Inc. The ASTRO platform is an integrated end-to-end solution designed to deliver mission-critical land mobile radio services for the City's First Coast Radio Systems (FCRS) first responders, including JSO, JFRD, General Government, and other governmental authorities. The SUA II agreement includes replacing all third-party infrastructure hardware and software upgrades every two years. In addition, the SUA II includes Security Update Services (SUS), which provides ongoing weekly, monthly, and quarterly security updates, minimizing cyber security risks. The term of the agreement will begin on October 1, 2023, and continue for six (6) years.
3. Provide a detailed justification as to why the requested goods/services can only be efficiently and effectively procured through the recommended Single Source vendor:	Motorola is the developer of the ASTRO Spectra P25 Radio Systems. No other vendor can provide the support offered by Motorola's System Upgrade Agreement and Security Update Services.
4. Date of Request	10/2/2023

5. Summary of Market Research

[Provide a description of the market research performed, how it was performed, by whom, and market research results. Please spell out acronyms.]

[Motorola is the only company authorized to provide maintenance and technical support for the City's Astro Spectra P25 radio system. The vendor has provided a single source letter, which is attached to this request.]

6. Conflict of Interest (Must Check)

√ By checking this box, I affirm that there are no actual, potential, or perceived conflicts of interest with the entity in which I am requesting a single source award. Conflict of Interest shall be interpreted consistent with *Chapter 112, Florida Statutes.*

7. ***Other Documentation (Check and attach all that apply)***

√ Supplier Quote

√ Single Source Memo signed by Director

☐ Other [Click here to list other documentation]

MOTOROLA SOLUTIONS

CITY OF JACKSONVILLE

SUA II PROPOSAL SEPTEMBER 1, 2023

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

September 1, 2023

Alex Ciprian
Radio Communications Manager
City of Jacksonville, Information Technologies Division
1020 Superior Street
Jacksonville, FL 32254

RE: SUA II Proposal

Dear Alex,

Motorola Solutions, Inc. (Motorola Solutions) appreciates the opportunity to provide the City of Jacksonville with a proposal to continue the System Upgrade Agreement (SUA) initiated in 2013. Your current agreement expires September 30, 2023. As you have experienced in the last 10 years, our SUA offering provides the City of Jacksonville the ability to budget via OPEX for the replacement of all third party hardware within the First Coast Radio System (FCRS) and the labor associated. In addition, the SUA provides up to one upgrade to the ASTRO 25 software release every two years, keeping the FCRS within the window of factory support.

Furthermore, the SUA includes Security Update Services (SUS) which provides ongoing weekly, monthly, and quarterly pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that are validated for compatibility with the FCRS. Maintaining the FCRS in a supportable state for maintenance, repair, overall network health, and security is imperative for the safety of your first responders.

This proposal shall remain valid for a period of 90 days from the date of this cover letter. Included in our proposal are our standard terms and conditions that will be included in a mutually agreed upon contract. Any questions the City of Jacksonville has regarding this proposal can be directed to Eric Lazo, Senior Account Manager at (239) 776-8143, eric.lazo@motorolasolutions.com), or James Parker, Customer Support Manager at (904) 832-6947, james.parker3@motorolasolutions.com).

Our goal is to provide the City of Jacksonville with the best products and services available in the communications industry. We thank you for the opportunity to present our proposal and we look forward to continuing to work with you to develop and implement a solution that meets your needs.

Sincerely,
MOTOROLA SOLUTIONS, INC.

Daniel Sanchez
Territory Vice President - Florida

TABLE OF CONTENTS

Section 1

Astro System Upgrade Agreement Statement of Work 1-1
1.1 Overview 1-1
1.2 Scope 1-1
1.3 Inclusions 1-2
1.3.1 System Upgrades 1-2
1.3.2 Subscriber Radio Software 1-2
1.4 Limitations and Exclusions 1-2
1.4.1 Platform Migrations 1-3
1.4.2 Non-Standard Configurations 1-3
1.4.3 System Expansions and New Features 1-3
1.4.4 Cloud Technology 1-3
1.4.5 Subscriber Radio Software 1-4
1.5 General Statement of Work for System Upgrades 1-4
1.5.1 Upgrade Planning and Preparation 1-4
1.5.2 System Readiness Checkpoint 1-5
1.5.3 System Upgrade 1-6
1.5.4 Upgrade Completion 1-6
1.6 Special Provisions 1-7
Appendix A: ASTRO® System Release Upgrade Paths 1-8
Appendix B: System Pricing Configuration 1-9
Appendix C: SUA Coverage Table 1-11

Section 2

ASTRO 25 Security Update Service Statement of Work 2-1
2.1 Overview 2-1
2.2 Description of Service 2-1
2.2.1 On-site Delivery 2-1
2.2.2 Reboot Support 2-2
2.3 Scope 2-2
2.4 Inclusions 2-2
2.5 Motorola Solutions Responsibilities 2-3
2.6 Limitations and Exclusions 2-3
2.7 Customer Responsibilities 2-3
2.8 Installation and Reboot Responsibilities 2-4

2.9 Disclaimer 2-5

Section 3

Pricing Summary 3-1

Section 4

Contractual Documentation 4-1

Section 1

ASTRO® System Upgrade Agreement Statement of Work

1.1 Overview

Utilizing the ASTRO® System Upgrade Agreement (SUA) service, the City of Jacksonville (Customer) is able to take advantage of new functionality and security features while extending the operational life of the system.

Motorola Solutions, Inc. (Motorola) continues to make advancements in on-premises and cloud technologies to bring value to our customers. Cloud technologies enable the delivery of additional functionality through frequent updates ensuring the latest in ASTRO® is available at all times.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

The Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

1.2 Scope

As system releases become available, Motorola agrees to provide the Customer with the hardware, and implementation services required to execute up to one system infrastructure (System Upgrade) in each eligible System Upgrade window over the term of this agreement. The of the agreement is listed in If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.
Table 1-1: SUA Term. The eligible System Upgrade windows and their duration are illustrated in Table 1-2: Eligible System Upgrade Window.

With the addition of the cloud services, Motorola will provide continuous updates to the cloud core to enable the delivery of additional functionality. Cloud updates will be more frequent than the ASTRO® System Upgrades and will occur outside the defined eligible System Upgrade windows in Table 1-2: Eligible System Upgrade Window. Motorola may, at its sole discretion, automatically apply the cloud updates as they become available.

If needed to perform the System Upgrade, Motorola will provide updated and/or replacement hardware for covered infrastructure components. System Upgrades, when executed, will provide an equivalent level of functionality as that originally purchased and deployed by the Customer. At Motorola's option, new system releases may introduce new features or enhancements that Motorola may offer separately for purchase.

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Table 1-1: SUA Term

Duration	6 Year(s)

Table 1-2: Eligible System Upgrade Window

First Eligible Upgrade Window	Second Eligible Upgrade Window	Third Eligible Upgrade Window
Duration:	Duration:	Duration:
2024-2025	2026-2027	2028-2029

The methodology for executing each System Upgrade is described in Section 1.5. ASTRO® SUA pricing is based on the system configuration outlined in Appendix B: System Pricing Configuration. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO® SUA price adjustment.

The price quoted for ASTRO® SUA requires the Customer to choose a certified system upgrade path in Appendix A: ASTRO® System Release Upgrade Paths. Should the Customer elect an upgrade path other than one listed in Appendix A: ASTRO® System Release Upgrade Paths, the Customer agrees that additional fees may be incurred to complete the implementation of the system upgrade. In this case, Motorola will provide a price quotation for any additional materials and services necessary.

1.3 Inclusions

Refer to Table B-1: SUA Coverage Table for more detailed information on the SUA inclusions referenced in this section.

1.3.1 System Upgrades

System Upgrade coverage includes the products outlined in Appendix B: System Pricing Configuration and does not cover all products. The ASTRO® SUA applies only to System Upgrades within the ASTRO® platform and entitles the Customer to eligible past software versions for downgrading product software to a compatible release version. Past versions from within the Standard Support Period will be available.

1.3.2 Subscriber Radio Software

The ASTRO® SUA makes available the subscriber radio software releases that are shipping from the factory during the coverage period. Please refer to Section 1.4.5 for further clarification on coverage.

1.4 Limitations and Exclusions

The parties acknowledge and agree that the ASTRO® SUA does not cover the products and services detailed in this document.

Excluded Products and Services	Examples (Not Limited To)
Purchased directly from a third party	NICE, Genesis, Verint
Residing outside of the ASTRO® network	CAD, E911, Avtec Consoles

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Excluded Products and Services	Examples (Not Limited To)
Not certified on ASTRO® systems	Laptops, PCs, Eventide loggers
Backhaul Network	MPLS, Microwave, Multiplexers
Two-way Subscriber Radios	APX, MCD 5000, Programming, Installation
Consumed in normal operation	Monitors, microphones, keyboards, speakers
RFDS and Transmission Mediums	Antennas, Transmission Line, Combiners, Multicouplers
Customer-provided cloud connectivity	LTE, Internet
Maintenance Services of any kind	Infrastructure Repair, Tech Support, Dispatch
Security Services	Security Update Service (SUS), Remote SUS

1.4.1 Platform Migrations

Platform Migrations are the replacement of a product with the next generation of that product that is not within the same product family. This can be defined as a new technology that is based on a new hardware configuration and/or a new underlying software. Any upgrades to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated in this document, Platform Migrations such as, but not limited to, stations, comparators, site controllers, consoles, backhaul, and network changes are not included.

1.4.2 Non-Standard Configurations

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO® SUA unless otherwise included in this SOW. Customer acknowledges that if the system has a Special Product Feature it may be overwritten by the software upgrade. Restoration of that feature is not included in the coverage of this SOW.

1.4.3 System Expansions and New Features

Any upgrades to hardware versions, replacement hardware, and/or implementation services that are not directly required to support the certified System Upgrade are not included unless otherwise agreed to in writing by Motorola. This exclusion applies to, but is not limited to, system expansions and new features.

1.4.4 Cloud Technology

Support for Customer-provided connectivity to the cloud platform is not covered under this agreement.

Future cloud, IT, and security related adoption is an evolving technological area and laws, regulations, and standards relating to ASTRO® SUA may change. Any changes to ASTRO® SUA required to achieve future regulatory or Customer specific compliance requirements are not included.

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1.4.5 Subscriber Radio Software

Applying software updates to subscriber radios is the Customer's responsibility and is not included in SUA coverage. Subscriber radios must be at a software release compatible with the Customer's ASTRO® system configuration. Motorola will make reasonable efforts to notify the Customer if there is an incompatibility.

1.5 General Statement of Work for System Upgrades

1.5.1 Upgrade Planning and Preparation

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

1.5.1.1 Motorola Responsibilities

- Obtain and review infrastructure system audit data as needed.
- Identify the backlog accumulation of security patches and antivirus upgrades needed to implement a system release. If applicable, provide a quote for the necessary labor, security patches, and antivirus upgrades.
- If applicable, identify additional system hardware needed to implement a system release.
- Identify Customer provided hardware that is not covered under this agreement, or where the Customer will be responsible for implementing the system release upgrade software.
- Identify the equipment requirements and the installation plan.
- Advise the Customer of probable impact to system users during the cloud update and the actual field upgrade implementation.
- If applicable, advise the Customer on the network connection specifications necessary to perform the System Upgrade.
- Where necessary to maintain existing functionality and capabilities, deploy and configure any additional telecommunications equipment necessary for connectivity to the cloud based technologies.
- Assign program management support required to perform the certified System Upgrade. Prepare an overall System Upgrade schedule identifying key tasks and personnel resources required from Motorola and Customer for each task and phase of the System Upgrade. Conduct a review of this schedule and obtain mutual agreement of the same.
- Assign installation and engineering labor required to perform the certified System Upgrade.
- Provide access to cloud training videos, frequently asked questions, and help guide.
- Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled System Upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system.

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1.5.1.2 Customer Responsibilities

- Contact Motorola to schedule a System Upgrade and provide necessary information requested by Motorola to execute the System Upgrade. Review System Upgrade schedule and reach mutual agreement of the same.
- Identify hardware not purchased through Motorola that will require the system release upgrade software.
- Purchase the security patches, antivirus upgrades and the labor necessary to address any security upgrades backlog accumulation identified in Section 1.5.1.1 Motorola Responsibilities, if applicable. Unless otherwise agreed in writing between Motorola and Customer, the installation and implementation of accumulated backlog security patches and network updates is the responsibility of the Customer.
- If applicable, provide network connectivity at the zone core site(s) for Motorola to use to download and pre-position the software that is to be installed at the zone core site(s) and pushed to remote sites from there. Motorola will provide the network connection specifications, as listed in Section 1.5.1.1 Motorola Responsibilities. Network connectivity must be provided at least 12 weeks prior to the scheduled System Upgrade. In the event access to a network connection is unavailable, the Customer may be billed additional costs to execute the System Upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the System Upgrade when applicable. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the equipment. The inventory count of Customer FRUs and/or spare hardware to be included as of the start of the SUA is included in Appendix B: System Pricing Configuration.
- Acknowledge that new and optional system release features or system expansions, and their required implementation labor, are not within the scope of the SUA. The Customer may purchase these under a separate agreement.
- Maintain an internet connection between the on premise radio solution and the cloud platform, unless provided by Motorola under separate Agreement.
- Identify any Customer specific standard or requirements that may be implicated by the planned upgrade(s), including heightened cloud, IT, or information security related standards or requirements, such as those that may apply to U.S. Federal Customer or other government Customer standards. Motorola makes no representations as to the compliance of ASTRO® SUA with any Customer specific standards, requirements, specifications, or terms, except to the
extent expressly specified.
- Participate in release impact training at least 12 weeks prior to the scheduled System Upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained, or to act as a training agency for those users not included.

1.5.2 System Readiness Checkpoint

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

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1.5.2.1 Motorola Responsibilities

- Perform appropriate system backups.
- Work with the Customer to validate that all system maintenance is current.
- Work with the Customer to validate that all available security patches and antivirus upgrades have been upgraded on the Customer's system.
- Motorola reserves the right to charge the Customer for the security patches, antivirus updates and the labor necessary to address any security updates backlog accumulation, in the event that these are not completed by the Customer at the System Readiness Checkpoint.

1.5.2.2 Customer Responsibilities

- Validate that system maintenance is current.
- Validate that all available security patches and antivirus upgrades to the Customer's system have been completed or contract Motorola to complete in time for the System Readiness Checkpoint.

1.5.3 System Upgrade

1.5.3.1 Motorola Responsibilities

- Perform System Upgrade for the system elements outlined in this SOW.

1.5.3.2 Customer Responsibilities

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

1.5.4 Upgrade Completion

1.5.4.1 Motorola Responsibilities

- Validate all certified System Upgrade deliverables are complete as contractually required.
- Confirm with Customer that the cloud is available for beneficial use.

1.5.4.2 Customer Responsibilities

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

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1.6 Special Provisions

The migration of capabilities from ASTRO® on-premises Core infrastructure to the cloud is included in the deliverable of the SUA agreement. Technologies based on cloud architecture will be a part of the Motorola roadmap and may be subject to additional cloud terms and conditions.

The SUA does not extend to Customer-provided software and hardware. Motorola makes no warrants or commitments about adapting our standard system releases to accommodate Customer implemented equipment. If during the course of a System Upgrade, it is determined that Customer provided software and/or hardware does not function properly, Motorola will notify the Customer of the limitations. The Customer is responsible for any costs and liabilities associated with making the Customer-provided software and/or hardware work with the standard Motorola system release. This includes, but is not limited to, Motorola's costs for the deployment of resources to implement the upgrade once the limitations have been resolved by the Customer.

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

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

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

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

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Appendix A: ASTRO® System Release Upgrade Paths

The upgrade paths for standard ASTRO® system releases are listed in Table A-3: Certified Standard ASTRO® System Release Upgrade Paths.

Table A-3: Certified Standard ASTRO® System Release Upgrade Paths

ASTRO® System Release	Certified Upgrade Paths
Pre-7.17.X	Upgrade to current shipping release
A7.17.X	A2020.1
A7.18	A2021.1
A2019.2	A2021.1
A2020.1	A2022.1
A2021.1	A2022.1

The upgrade paths for high security ASTRO® system releases for federal deployments are described in Table A-4: Certified High Security ASTRO® System Release Upgrade Paths.

Table A-4: Certified High Security ASTRO® System Release Upgrade Paths

ASTRO® High Security System Release	Certified Upgrade Paths
A7.17.X	A2020.HS
A2020.HS	A2022.HS

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

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

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

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Appendix B: System Pricing Configuration

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

Table B-5: System Configuration at Time of Contract

System Configuration	
Core Configuration	
Cloud-based Core	0
On-premises Main Site (Master)	1
On-premises Backup Site (DSR)	1
System Level Features	
Standalone Servers (Critical Connect / Smart Connect)	0
MOSCAD NFM RTU (typically 1 per site location)	10
Network Management Clients	8
IMW Servers	1
Telephone Interconnect	0
Security Configuration	
AERSS Sensors	0
Firewalls	6
KMF Servers	0
KMF Clients	0
RF Site Configuration	
Virtual Prime Sites	2
IP Simulcast Prime Sites (include co-located/redundant)	0
RF Sites (include Simulcast sub-sites, ASR sites, HPD sites)	11
GTR 8000 Base Stations	286
Dispatch Site Configuration	
Dispatch Site Locations	15
MCC 7500 Dispatch Consoles	115
AIS	3
CCGWs	29
MC EDGE Aux I/O	0
AXS Console Dispatch Site Locations	0
AXS Console PDH (CommandCentral Hub)	0
AXS Servers	0

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System Configuration	
Third Party Elements	
NICE Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
Verint Logging recorders (IP, Telephony, or Analog) Purchased through Motorola	0
MACH Alert FSA Purchased through Motorola	0
Genesis Applications Purchased through Motorola	0

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Appendix C: SUA Coverage Table

This appendix includes a breakdown of coverage under the SUA. System Upgrade coverage includes software and hardware coverage for equipment originally provided by Motorola. A "board-level replacement" is defined as any Field Replaceable Unit (FRU).

Table C-6: SUA Coverage Table

ASTRO® Certified Solution	System Upgrade		
Equipment Provided by Motorola	Software	Hardware Full Product	Hardware Board-Level
Servers	✓	✓	
Workstations	✓	✓	
Firewalls	✓	✓	
Routers	✓	✓	
LAN Switches	✓	✓	
CirrusNode	✓	✓	
MCC 7500 Voice Processing Module	✓		✓
MCC 7500E Dispatch AIM	✓	✓	
MCC 7500E Dispatch (CommandCentral Hub)	✓	✓	
AXS PDH Client (CommandCentral Hub)	✓	✓	
SDM 3000 Aux I/O	✓	✓	
MC Edge Aux I/O	✓	✓	
GTR 8000 Base Stations	✓		✓
GCP 8000 Site Controllers	✓		✓
DSC 8000 Site Controllers	✓	✓	
GCM 8000 Comparators	✓		✓
Motorola logging interface equipment	✓	✓	
PBX switches for telephone interconnect	✓	✓	
SDM 3000 RTU	✓		✓
Conventional Channel Gateway (CCGW)	✓	✓	
NICE IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓	

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ASTRO® Certified Solution	System Upgrade	
Verint IP logging solutions (if software, hardware and lifecycle purchased from Motorola)	✓	✓
MACH Alert FSA (if software, hardware and lifecycle purchased from Motorola)	✓	✓
Genesis Applications (if software, hardware and lifecycle purchased from Motorola)	✓	✓

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SECTION 2

ASTRO 25 SECURITY UPDATE SERVICE STATEMENT OF WORK

2.1 OVERVIEW

Motorola Solutions' ASTRO® 25 Security Update Service ("SUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Security update delivery is determined by the options included as part of this service. Section 2.4: Inclusions indicates if options are included as part of this service.

This Statement of Work ("SOW"), including all of its subsections and attachments, is an integral part of the applicable agreement ("Agreement") between Motorola Solutions, Inc. ("Motorola Solutions") and the customer ("Customer").

2.2 DESCRIPTION OF SERVICE

Motorola Solutions uses a dedicated information assurance lab to test and validate security updates. Motorola Solutions deploys and tests security updates in the lab to check for and prevent potential service degradation.

Motorola Solutions releases tested, compatible security updates for download and installation. Once security updates are verified by the SUS team, Motorola Solutions uploads them to a secure website and sends a release notification email to the Customer contact to inform them that the security update release is available. If there are any recommended configuration changes, warnings, or workarounds, the SUS team will provide documentation with the security updates on the secure website.

With the base service, the Customer will be responsible for downloading security updates, installing them on applicable components, and rebooting updated components. Additional options are available for Motorola Solutions to deploy security updates, reboot servers and workstations, or both.

2.2.1 On-site Delivery

If On-site Delivery is included with SUS, Motorola Solutions provides trained technician(s) to install security updates at the Customer's location. The technician downloads and installs available security updates and coordinates any subsequent server and workstation reboots.

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2.2.2 Reboot Support

If Reboot Support is included with SUS, Motorola Solutions provides technician support to reboot impacted Microsoft Windows servers and workstations after operating system security patches have been installed.

2.3 SCOPE

SUS includes pretested security updates for the software listed in Table 2-1. This table also describes the release cadence for security updates.

Table 2-1: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Weekly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (i.e. Adobe	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
PostgreSQL (From ASTRO 25 7.14 and newer	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly
QNAP Firmware	Quarterly

2.4 INCLUSIONS

Supported ASTRO 25 core types and security update delivery methods are included in Table 2-2. This table indicates if Motorola Solutions will provide any SUS optional services to the Customer. SUS supports the current Motorola Solutions ASTRO 25 system release and aligns with the established Software Support Policy (SwSP).

Motorola Solutions reserves the right to determine, which releases are supported as business conditions dictate. Additional charges may apply in the event of supporting older releases. Contact Motorola Solutions' assigned Customer Support Manager ("CSM") for the latest supported releases.

Table 2-2: SUS Packages

Service	ASTRO 25 Core Type	Service
Security Update Service Customer Self-Installed	M Core	X

Responsibilities for downloading and installing security updates and rebooting applicable hardware are detailed in Section 1.8: Installation and Reboot Responsibilities.

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2.5 MOTOROLA SOLUTIONS RESPONSIBILITIES

- On the release schedule in Section 2.3: Scope, review relevant and appropriate security patches released by Original Equipment Manufacturer ("OEM") vendors.
- Release tested and verified security patches to Motorola Solutions' secure website.
- Publish documentation for installation, recommended configuration changes, any identified issue(s), and remediation instructions for each security update release.
- Include printable labels the Customer may use if downloading security updates to a disk.
- Send notifications by email when security updates are available to download from the secure website.

2.6 LIMITATIONS AND EXCLUSIONS

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested intrusion detection system ("IDS") signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. The Customer is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25
- L, M, and Simplified Core radio network infrastructure equipment. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- K Core ASTRO 25 systems are excluded.
- Motorola Solutions product updates are not included in these services.
- Shared network infrastructure firmware, such as transport and firewall firmware,are not included in these services.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

2.7 CUSTOMER RESPONSIBILITIES

- Provide Motorola Solutions with predefined information necessary to complete a Customer Support Plan ("CSP") prior to the Agreement start date.
- Provide timely updates on changes of information supplied in the CSP to Motorola Solutions' assigned CSM.
- Update Motorola Solutions with any changes in contact information, specifically for authorized users of Motorola Solutions' secure website.
- Provide means for accessing Motorola Solutions' secure website to collect the pretested files.
- Download and apply only to the Customer's system as applicable, based on the Customer Agreement and the scope of the purchased service. Distribution to any other

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system or user other than the system/user contemplated by the Customer Agreement is not permitted.

- Implement Motorola Technical Notices ("MTN") to keep the system current and patchable.
- Adhere closely to the Motorola Solutions Centralized Managed Support Operations ("CMSO") troubleshooting guidelines provided upon system acquisition. Failure to follow CMSO guidelines may cause the Customer and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such cases, Motorola Solutions reserves the right to charge an additional fee for the remediation effort.
- Upgrade system to a supported system release when needed to continue service. Contact Motorola Solutions' assigned CSM for the latest supported releases.
- Comply with the terms of applicable license agreements between the Customer and non-Motorola Solutions software copyright owners.

2.8 INSTALLATION AND REBOOT RESPONSIBILITIES

Installation and Reboot responsibilities are determined by the specific SUS package being purchased. Table 2-3 contains the breakdown of responsibilities. Section 1.4: Inclusions indicates which services are included.

Microsoft Windows servers and workstations often need to be rebooted before security updates take full effect and mitigate vulnerabilities.

Table 2-3: Installation and Reboot Responsibilities Matrix

SUS Package	Motorola Solutions Responsibilities	Customer Responsibilities
Security Update Service Customer Self-installed		Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website. When a security update requires a reboot, reboot servers and workstations after security updates are installed.
Security Update Service with Onsite Delivery	• Dispatch a technician to deploy pretested files to the Customer's system. • When a security update requires a reboot, reboot servers and workstations after security updates are installed.	• Acknowledge Motorola Solutions will reboot servers and workstations, and agree to timing
Security Update Service with Reboot Support	• When a security update requires a reboot, dispatch a technician to reboot servers and workstations after security updates are installed.	• Deploy pretested files to the Customer's system as instructed in the "Read Me" text provided on Motorola Solutions' secure website.

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2.9 DISCLAIMER

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available, and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery. Customer assumes the risk of this inherent tradeoff.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

SECTION 3

PRICING SUMMARY

FY 24 10/1/2023	FY25 10/1/2024	FY26 10/1/2025	FY27 10/1/2026	FY28 10/1/2027	FY29 10/1/2028	Total SUAII 6 Years
$1,032,313.00	$1,074,921.00	$1,119,295.00	$1,165,514.00	$1,213,643.00	$1,263,768.00	$6,869,454.00

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SECTION 4

CONTRACTUAL DOCUMENTATION

Maintenance Support and Lifecycle Management Purchase Agreement

Motorola Solutions, Inc. ("Motorola") and the City of Jacksonville ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Maintenance support and Lifecycle Management 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 EXHIBITS

Not applicable.

Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

"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 written document to the 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.

"Effective Date" means that date upon which the last Party executes this Agreement.

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

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"MUA" means Microwave Upgrade Agreement (MUA).

"NUA" means Network Upgrade Agreement (NUA).

"Non-Motorola Software" means Software that another party owns.

"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including

those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

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

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program (which may include MUA or NUA services).

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. The term of this Agreement begins on the Effective Date.

Section 4 SCOPE OF AGREEMENT AND TERM

4.1. SCOPE OF WORK. Motorola will provide the Services described in this Agreement and Exhibit B-1 and B-2.

4.2 TERM. Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement is described in the body of the proposal.

4.3. SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

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

4.4. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.5. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Customer in accordance with, and Customer agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Customer, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable

4.6. INTRINSICALLY SAFE EQUIPMENT. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.7. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment to which the Services apply, which will be memorialized as Exhibit D.

4.8. All Equipment must be in good working order on the Effective Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out

of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

4.10. 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 Agreement.

Section 5 EXCLUDED SERVICES

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

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

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs Service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4.30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering its Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CONTRACT PRICE, PAYMENT AND INVOICING

7.1 Customer affirms that execution of this Agreement is the only Notice to Proceed ("NTP") that Motorola will receive for the term of this Agreement and that a purchase order or NTP is not required for contract performance and that sufficient funds have been appropriated in accordance with applicable law. Customer will pay all proper invoices as received from Motorola solely against this Agreement. Upon execution of this Agreement, Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

7.2 CONTRACT PRICE. The Contract Price in U.S. dollars is described in the body of the proposal.

7.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer in advance of each payment period, according to Exhibit C and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Invoices will be mailed or emailed to Customer pursuant to Section 7.3.1, Invoicing and Shipping Addresses. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

7.3.1. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:
Name:_____
Address:_____
Phone:_____

E-INVOICE. To receive invoices via email:
Customer Account Number:_____

Customer Accounts Payable Email:_____
Customer CC(optional) Email: _____

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

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

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

7.4 INFLATION ADJUSTMENT. After the end of the five year service period in this Agreement, if any, during the Term of this Agreement, if the change in the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U) annual index for each Contract year results in an increase of three percent (3%), the price for the following year's services will increase by an incremental dollar amount per the following formula: Current year's maintenance price * (actual change in the CPI – 3 percentage points). The successive year's service will increase from this new baseline by the dollar amount as described in the Pricing Exhibit. This adjustment will be calculated 60 days prior to the 12th/24th/36th, etc. anniversary of the end of the last service period in this Agreement. It will be calculated based upon the CPI for the most recent twelve month increments beginning from the most current month available as posted by the U.S. Department of Labor. The price adjustment would fix the price for the following 12 months. 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).

7.5 FREIGHT, TITLE AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to the Software will not pass to the Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

Section 8 WARRANTY

8.1. SERVICE WARRANTY. Motorola warrants that is Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service.

8.2. EQUIPMENT WARRANTY. Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship for a period of ninety (90) days from the date of shipment.

8.3. MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 8 that are applicable to the Motorola Software for a period of ninety (90) days from the date of successful installation of a software upgrade as described in Exhibit B-1.

8.4. EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola 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.

8.5. 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 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. That action will be the full extent of Motorola's liability for the warranty claim. 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.

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

8.7. 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 AND FITNESS FOR A PARTICULAR PURPOSE.

Section 9 DEFAULT AND TERMINATION

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

9.2. If a defaulting Party fails to cure the default as provided above in Section 9.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

9.3 If the Customer terminates this Agreement before the end of the ____ Term, for any reason other than Motorola default, then the Customer will reimburse Motorola for the amount of the multi-year discount realized by the Customer up to the date of termination, not to exceed ___ years. This is not a penalty, but a reconciliation of the price structure.

9.4. Lifecycle Management upgrade payment requirement. The Lifecycle Management service annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

Section 10 EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 11 CONFIDENTIALITY AND PROPRIETARY RIGHTS

11.1. CONFIDENTIAL INFORMATION. During the term of this Agreement, the parties may provide each other with Confidential Information, and will notify the other in writing when any confidential information is provided. Each party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and not grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by Alabama law and this Agreement.

11.2. 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.

Section 12 INDEMNIFICATION

12.1. 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.

12.2. PATENT AND COPYRIGHT INFRINGEMENT.

12.2.1. 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.

12.2.2. 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.

12.2.3. 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.

12.2.4. This Section 12 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 other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15 DISPUTES

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

15.1. GOVERNING LAW. This Agreement is governed by the laws of the State in which the Services are performed.

15.2. NEGOTIATION. Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute ("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

15.3 MEDIATION. The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

15.4. LITIGATION, VENUE and JURISDICTION. If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

15.5. CONFIDENTIALITY. All communications pursuant to subsections 11.2 and 11.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 16 GENERAL

16.1. 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 twenty (20) 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.

16.2. 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 necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

16.3 WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

16.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

16.5. 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.

16.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

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

16.8 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 shown below by certified mail, return receipt requested and postage

prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.
Attn: Motorola Law Dept
Legal, Government Affairs & Corporate Communications
500 W Monroe, 43th Floor
Chicago, IL 60661

Customer
Attn: _____
_____
_____
_____

16.9. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

16.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

16.11. MATERIALS, TOOLS AND EQUIPMENT. All tools, equipment, dies, gauges, models, drawings or other materials paid for and utilized by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control 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.

16.12 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 for a time period that is reasonable under the circumstances.

16.13 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.

16.14. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 4.3 (Motorola Software); Section 4.4 (Non-Motorola Software); if any payment obligations exist, Section 7 (Contract Price and Payment); Subsection 8.7 (Disclaimer of Implied Warranties); Section 11 (Disputes); Section 14 (Limitation of Liability); and Section 11 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 16.

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

Motorola Solutions, Inc.	**City of Jacksonville**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Subscription Software Agreement

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

1. Agreement.

1.1. Scope; Agreement Documents. This Subscription Software Agreement governs Customer's purchase of cloud-based software as a service products and other software which is licensed to Customer by Motorola on a subscription basis ("**Subscription Software**") and related services, which may be recurring or one-time ("**Services**") provided by Motorola. Subscription Software and Services are collectively referred to as the "**Software and Services**". Additional terms and conditions applicable to specific Software and Services are set forth in one or more addenda attached to this Subscription Software Agreement (each an "**Addendum**", and collectively the "**Addenda**"). In addition, the Parties may agree upon statements of work, schedules, technical specifications, and other ordering documents setting forth the Software and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the "**Ordering Documents**"). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This Subscription Software Agreement, the Addenda, and any Ordering Documents collectively form the Parties' "**Agreement**".

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

2. Subscription Software.

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

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

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

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

2.5. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Software 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 Software 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.

2.6. Documentation. Software and Services may be delivered with documentation for the equipment, software, 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 Software and Services.

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 Software and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Software 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. Support of Downloaded Clients. If Customer purchases any Subscription Software that requires a client installed locally on Customer-Provided Equipment, 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 Subscription Software will support prior versions of a client.

2.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Software and Services in any jurisdiction in which the provision of such Software and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Software 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 Subscription Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3. Term and Termination.

3.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any recurring Services ordered under this Subscription Software Agreement (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than thirty (30) days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this Subscription Software Agreement during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software and recurring Services hereunder will be synchronized.

3.2. Term. The term of this Subscription Software Agreement ("**Term**") will commence on the Effective Date and continue until the expiration or termination of all Subscription Terms under this Subscription Software Agreement, unless this Subscription Software Agreement is earlier terminated in accordance with the terms herein.

3.3. Termination.

3.3.1. For Default. 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. Notwithstanding the foregoing, Motorola may terminate the Agreement (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Software or Services, immediately upon notice to Customer if (a) Customer breaches **Section 10.3 – Subscription Software License**, **Section 10.4 – End User Licenses**, or **Section 10.5 – Customer Restrictions** of this Subscription Software Agreement, or any other provision related to Subscription Software license scope or restrictions set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

3.3.2. Addenda; Ordering Documents. Each Addendum and Ordering Document may be separately terminable as set forth therein.

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

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

3.5. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Subscription Software Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users will stop use of any Subscription Software and return or destroy (at Motorola's option) all Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Software and Services already delivered. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. Payment and Invoicing.

4.1. Fees. Unless otherwise provided in an Ordering Document, Customer will prepay an annual subscription fee for each Subscription Software and recurring Service, and pay any fees specified for other Services provided hereunder in accordance with the applicable Addendum or Ordering Document (the "**Fees**"), before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Software and recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Software and any recurring Services if Customer fails to make any payments when due. Fees may be changed by Motorola at any time, except that Motorola will not change the applicable Fees during a Subscription Term.

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

4.3. Invoicing; Payment. Customer will pay Fees upon the earlier of (a) thirty (30) days prior to the commencement of the applicable Subscription Term, and (b) within thirty (30) days of the applicable invoice date, or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Software and Services.

4.4. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in this **Section 4 – Payment and Invoicing**.

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

5.1. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Software 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 Software and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Software 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.

5.2. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "**Non-Motorola Content**") with or through the Software and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Software and 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 Software and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Software and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with the Subscription Software), and to otherwise enable interoperation with the Software 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 Software and Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Software and Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Software and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Software and Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Software and Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in **Section 7.1 – Intellectual Property Infringement**.

6. Representations and Warranties.

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

6.2. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, SOFTWARE AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE 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 SOFTWARE 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. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed Subscription Software (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 7.1 – 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.

7.1.1. 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 a pro-rated refund of any amounts pre-paid for the Infringing Product.

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

7.1.3. This **Section 7.1 – Intellectual Property Infringement** provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in **Section 8 – Limitation of Liability** below.

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

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "**MOTOROLA PARTIES**") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT,

UNDER TORT THEORY, OR OTHERWISE) FOR, ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

8.2. DIRECT DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID FOR THE SUBSCRIPTION SOFTWARE TO WHICH THE CLAIM IS RELATED 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 SUBSCRIPTION SOFTWARE OR SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SUBSCRIPTION SOFTWARE OR SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING; (D) MODIFICATION OF SUBSCRIPTION SOFTWARE OR SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE SUBSCRIPTION SOFTWARE AND SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; (G) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (H) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (I) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (J) TRACKING AND LOCATION-BASED SERVICES; (K) BETA SERVICES; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SUBSCRIPTION SOFTWARE OR 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 Software 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 Software and Services, and Documentation, as well as any other information relating to the Software and Services. The nature and existence of this Agreement are considered Confidential Information of the Parties. In order to be considered Confidential Information, information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by Discloser by submitting a written document to Recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.

9.2. Obligations of Confidentiality. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this **Section 9 – Confidentiality**; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement.

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

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

10. Proprietary Rights and Subscription Software License; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: "**Customer Contact Data**" means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; "**Service Use Data**" means data generated by Customer's use of the Software and Services or by Motorola's support of the Software and Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use; "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Software and Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; "**Third-Party Data**" means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Software 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 Subscription Software 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 Software 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 Software and Services or other Motorola Materials, or permit any third party to do so.

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

10.4. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

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

10.6. 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 10.7 – 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 10.7.3 – Sub-processors**.

10.7. Processing Customer Data.

10.7.1. 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 the Subscription Software under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this Agreement, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

10.7.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with Motorola's Software and Services), and Motorola's use of such Customer Data in accordance with the Agreement, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in the Agreement.

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

10.8. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this Subscription Software Agreement or the applicable Addendum or Ordering Document, with such deletion to occur no later than ninety (90) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to **Section 14.9 – Notices**. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

10.9. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

10.10. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Software and Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in the applicable Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this Subscription Software Agreement. 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 Software 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.

10.11. 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.

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

12. Force Majeure; Delays Caused by Customer.

12.1. 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.

12.2. Delays Caused by Customer. Motorola's performance of the Software 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 12.2 – 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).

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

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

13.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter). If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation ("**Notice of Mediation**") to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this **Section 13.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with **Section 13.3 – Litigation, Venue, Jurisdiction** below.

13.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

14. General.

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

14.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Software, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to the Subscription Software licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party ("**Auditor**") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs.

14.3. 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.

14.4. 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.

14.5. 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.

14.6. 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.

14.7. 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 Subscription Software will be a direct and intended third-party beneficiary of this Agreement.

14.8. 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.

14.9. 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.

14.10. 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.

14.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.5 – Customer Obligations**; **Section 3 – Term and Termination**; **Section 4 – Payment and Invoicing**; **Section 6.2 – Warranty Disclaimer**; **Section 7.2 – Customer Indemnity**; **Section 8 – Limitation of Liability**; **Section 9 – Confidentiality**; **Section 10 – Proprietary Rights and Subscription Software License; Data; Feedback**; **Section 12 – Force Majeure; Delays Caused by Customer**; **Section 13 – Disputes**; and **Section 14 – General**.

14.12. Entire Agreement. This Agreement, including all Addenda and Ordering Documents, constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Agreement may be

amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase order, acknowledgment, or other form will not be considered an amendment or modification or part of this Agreement, even if a representative of each Party signs such document.

The Parties hereby enter into this Subscription Software Agreement as of the Effective Date.

Motorola: Motorola Solutions, Inc.	**City of Jacksonville**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Use or disclosure of this proposal is subject to the restrictions on the cover page.

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-2185633
Contract Number: USC000003641
Contract Modifier: R02-JUN-23 04:48:58

Date:06/02/2023

Company Name: JACKSONVILLE, CITY OF
Attn:
Billing Address: 117 W DUVAL ST
City, State, Zip: JACKSONVILLE , FL, 32202
Customer Contact: Alex Ciprian
Phone:

Required P.O. :
PO # :
Customer # :1000052712
Bill to Tag # :
Contract Start Date :01-Oct-2023
Contract End Date :30-Sep-2029
Payment Cycle :ANNUALLY

Qty	Service Name	Service Description	Extended Amt
		Astro System Upgrade Agreement II	$6,869,454.00
	SVC02SVC0201A	--ASTRO SUA II UO IMPLEMENTATION SERVICES	
	SVC02SVC0344A	--RELEASE IMPLEMENTATION TRAINING	
	SVC02SVC0343A	--RELEASE IMPACT TRAINING	
	SVC04SVC0169A	--SYSTEM UPGRADE AGREEMENT II	
	SVC04SVC0016C	--SUS	
	SVC02SVC0433A	--ASTRO SUA II FIELD IMPLEMENTATN SVC	

Subtotal - Recurring Services		$6,869,454.00
Subtotal - One-Time Event Services	$0.00	$0.00
Total		$6,869,454.00

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

SPECIAL INSTRUCTIONS:

Annual Pricing:

Year 1 - 2023-2024 - $1,032,313.00
Year 2 - 2024-2025 - $1,074,921.00
Year 3 - 2025-2026 - $1,119,295.00
Year 4 - 2026-2027 - $1,165,514.00
Year 5 - 2027-2028 - $1,213,643.00
Year 6 - 2028-2029 - $1,263,768.00

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Cyber Services / Opt-In Acknowledgement Section:

Note: ***This section is to be completed by the CSM, in conjunction and cooperation with Customer during dialog.***

	Opt-In: Service Included in this Contract?	*Service Opt-Out?	** Not Applicable (add reason code)
Security Update Service (SUS)	X		#
Remote Security Update Service (RSUS)		X	# 2
Managed Detection and Response (MDR)		X	# 2

*** Service Opt-out - I have received a briefing on this service and choose not to subscribe.**

**** If Selecting "Not Applicable", please consider the following, and enter reason code:**

1 ----- Infrastructure / Product / Release Not Supported

2 ----- Tenant or User Restrictions

3 ----- Customer Purchased / Existing Service(s)

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at https://www.motorolasolutions.com/en_us/managed-support-services/cybersecurity.html) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

AUTHORIZED CUSTOMER SIGNATURE _____ TITLE _____ DATE _____

CUSTOMER (PRINT NAME) _____

MOTOROLA REPRESENTATIVE (SIGNATURE) _____ TITLE _____ DATE _____

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-2185633
Contract Number: USC000003641
Contract Modifier: R02-JUN-23 04:48:58

MOTOROLA REPRESENTATIVE (PRINT NAME) PHONE

Company Name :	JACKSONVILLE, CITY OF
Contract Number :	USC000003641
Contract Modifier :	R02-JUN-23 04:48:58
Contract Start Date :	01-Oct-2023
Contract End Date :	30-Sep-2029

SERVICE AGREEMENT

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

Quote Number : QUOTE-2185633
Contract Number: USC000003641
Contract Modifier: R02-JUN-23 04:48:58

Service Terms and Conditions

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

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

Section 2. DEFINITIONS AND INTERPRETATION
2.1 "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

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

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

Section 3. ACCEPTANCE
Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES
4.1 Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

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

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

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

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

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

Section 5. EXCLUDED SERVICES
5.1 Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

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

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Section 6. TIME AND PLACE OF SERVICE
Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

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

Section 8. INVOICING AND PAYMENT
8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date

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

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

Section 9. WARRANTY
Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION
10.1 If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

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

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

Section 11. LIMITATION OF LIABILITY
Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

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

Section 12. EXCLUSIVE TERMS AND CONDITIONS

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

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

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

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

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

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

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

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

Section 15. COVENANT NOT TO EMPLOY

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

Section 16. MATERIALS, TOOLS AND EQUIPMENT

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

Section 17. GENERAL TERMS

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

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

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

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

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

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

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

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

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

MOTOROLA SOLUTIONS

SERVICE AGREEMENT

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

Quote Number : QUOTE-2185633
Contract Number: USC000003641
Contract Modifier: R02-JUN-23 04:48:58

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. ApplicabilityandSelfDeletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise.
NOTE: ThisAcknowledgementisselfdeletingifnotapplicableunderthisSection1.

2. OnlineTermsAcknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at http://www.motorolasolutions.com/cyber-renewals-integrations are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. EntireAgreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. ExecutionandAmendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The Parties hereby enter into this Acknowledgement as of the last signature date below.

Revised Sept 03, 2022

MOTOROLA SOLUTIONS

CHANGE ORDER

[01]

Change Order No. 001

Date: 10/1/2023

Project Name: SUA Cloud Service Pre-Enablement

Customer Name: City of Jacksonville

Customer Support Manager: James Parker

The purpose of this Change Order is to:

Modify existing SUA to upgrade Customer's Astro 25 System Platform to include Motorola's

CirrusCentral Management Basic in accordance with the SUA, and the applicable SOW, and subject to the terms and conditions for Subscription Software Agreement found at https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/subscription-software-agreement.html

Install ASTRO Connectivity Service and provide connectivity service for use with CirrusCentral Management for 1 year. ACS will be used to support connectivity from the customers ASTRO core site to the CirrusCentral Management application. If ACS is used for additional scope charges may apply.

Contract # USC000003641 **Contract Date:** 10/1/2023 - 09/30/2029

In accordance with the terms and conditions of the contract identified above between the City of Jacksonville and Motorola Solutions, Inc., the following changes are approved:

CirrusCentral Management Contract Price Adjustments

Original Contract Value:	$6,869,454.00
Previous Change Order amounts for Change Order numbers through	N/A
This Change Order (CirrusCentral Management Basic):	$0
New Contract Value:	$6,869,454.00

MOTOROLA SOLUTIONS

CHANGE ORDER

[01]

ASTRO Connectivity Services Contract Price Adjustments

Original Contract Value:	$6,869,454.00
Previous Change Order amounts for Change Order numbers _____ through _____	
This Change Order :	$0
New Contract Value:	$6,869,454.00

Completion Date Adjustments

Original Completion Date:	N/A
Current Completion Date prior to this Change Order:	N/A
New Completion Date:	N/A

Changes in Equipment: *(additions, deletions or modifications)* Include attachments if needed

For CirrusCentral Management See: CirrusCentral SUA SOW

Changes in Services: *(additions, deletions or modifications)* Include attachments if needed

Add CirrusCentral Management SUA SOW
Add Software Subscription Agreement (if customer does not already have a valid version, see link above)
Add Astro Connectivity Service - Transport Connectivity Addendum and Verizon flowdowns (if applicable)*No customer-owned equipment is provided with this service

Schedule Changes: *(describe change or N/A)*

N/A

Pricing Changes: *(describe change or N/A)*

N/A

Customer Responsibilities: *(describe change or N/A)*

Execute this change order and provide access to customer site for installation of identified services and software.

Payment Schedule for this Change Order: *(describe new payment terms applicable to this change order)*
No changes to existing payment schedule.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.

By: _____

Printed Name: _____

Title: _____

Date: _____

Customer

By: _____

Printed Name: _____

Title: _____

Date: _____

Addendum to Customer Agreement
for
Transport Connectivity

This Addendum for Transport Connectivity (this "TCA") is entered into between Motorola Solutions Connectivity, Inc., with offices at 500 W Monroe St., Ste 4400, Chicago, IL 60661 ("Motorola"), a wholly owned subsidiary of Motorola Solutions, Inc. ("MSI"), and the entity set forth in the signature block below or in the MCA or Primary Agreement ("Customer"), and will be subject to, and governed by, the terms of the Master Customer Agreement or other Primary Agreement entered into between Customer and MSI, effective as of [10/1/2023] (the "Agreement"), and the applicable Addenda. Capitalized terms used in this TCA, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda.

1. **Addendum**. This TCA governs Customer's purchase of certain transport connectivity, as further described below (generally referred to as the "Connectivity"), and constitutes an agreement solely entirely between Motorola and Customer. Motorola and Customer shall only be liable to each other for the obligations expressly set forth in this TCA. In no event will MSI be liable for any of Motorola's obligations or liabilities pursuant to this TCA. In addition to the Agreement, other Addenda may be applicable to other Products or Services, with respect to Software and Equipment, as each of those terms is defined therein, and as further described below, if any. This TCA will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the Connectivity purchased under this TCA and not with respect to other Products or Services.

2. **Connectivity Service Description and Applicable Terms and Conditions.**

   2.1. Connectivity Service Description. Connectivity means the physical connection (i.e. the physical copper, fiber, wireless transport technology(ies) or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for Customer, as set forth in the applicable Statement of Work ("SOW") between the parties, which may be located on Customer premises, mobile, and/or in remote Motorola or MSI procured data centers or cloud-based locations. If a generic demarcation point (such as a street address) is provided, the demarcation point will be Motorola's Minimum Point of Entry (MPOE) at such location (as determined by Motorola and/or its vendors). Additional wiring may be provided by MSI, at its sole discretion, and may entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Any additional wiring or necessary transmission media will be provided and/or maintained by MSI as specifically described in the accompanying SOW. Motorola will maintain Connectivity to the demarcation point only. Customer disclaims any interest in any equipment, property or licenses used by Motorola to provide Connectivity. Terms for interest in additional wiring and maintenance of additional wiring will be as delineated in an applicable SOW.

   2.2. Types of Connectivity Technologies. Motorola uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement or applicable SOW, Motorola utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching ("MPLS") and Software Defined Wide Area Network ("SD-WAN").

3. **Requests for Connectivity, Third Party Providers and Statements of Work**. Customer will request Connectivity as provided for in the applicable SOW(s). Motorola will notify Customer of acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity.
   3.1. Third Party Providers of Connectivity. Customer understands and agrees that Connectivity is provided to Motorola by third parties, and then may be combined with certain Motorola and/or MSI equipment, as requested by Customer and agreed in an applicable SOW. Motorola does not build or provision Connectivity itself; it solely procures underlying services to provide Connectivity from third parties.
      3.1.1. Provision of Connectivity is subject to availability of underlying Connectivity from Motorola's applicable vendor. Provisioning intervals for Connectivity are dependent upon the intervals provided to Motorola by the underlying third party provider. Customer agrees that Motorola may request, but is not responsible for, certain provisioning intervals as requested by Customer in a SOW.
      3.1.2. Customer further agrees that Motorola does not offer any specific service level agreements, service level objectives, outage credits or other guarantees regarding outages or reliability of services (collectively, "SLAs") procured and included as part of Connectivity from third party providers. Any SLAs available to Customer will be separately identified and provided by MSI under the Agreement and any applicable SOW. No other SLAs will be provided or are available from Motorola, unless specifically delineated herein.
      3.1.3. Certain requirements of Motorola's third party providers may apply to the provision of Connectivity and are included as Exhibit A to this TCA.
   3.2. Statement of Work. Motorola and MSI will provide a Statement of Work ("SOW") to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by MSI. An applicable SOW may contain SLAs with respect to other services provided by MSI outside of Connectivity or in conjunction with Connectivity. However, Customer and Motorola agree that such SLAs do not apply directly to Connectivity in and of itself provided by Motorola.

4. **Provisioning, Maintenance and Repair.** Motorola may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity interruption Motorola will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Connectivity problems, for which Motorola will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable. Motorola may assess a dispatch fee if costs for such services are invoiced to Motorola.

5. **Termination.** Should any Connectivity be terminated under the provisions of the Agreement, Customer agrees that it will reimburse Motorola for any termination charges levied against Motorola by any third party providers of individual components of Connectivity. Motorola will invoice such charges through its standard billing processes and such amounts will be paid pursuant to the provisions of the Agreement.

6. **Customer Information.** Customer agrees that Motorola may use, access and disclose Customer's information including customer data and network information within its own and its affiliates' business operations, and with third party vendors acting on Motorola's behalf for provision of the Connectivity.

7. **Network Monitoring.** Transmissions passing through the facilities of Motorola's vendors may be subject to legal intercept and monitoring activities by its vendors (or vendors' suppliers) or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.

8. **Transmission Service Priority.** Certain service priority(ies), including restoration, may be available to Customer for an additional fee from Motorola's third party provider of Connectivity. If Customer elects to implement an available service priority for Connectivity, then Customer is required to expressly set forth its priority election within the applicable SOW, cooperate fully with Motorola and Motorola's third party provider of Connectivity to effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.

9. **Billing and Payment.** Motorola will issue invoices to Customer for the provision of Connectivity to Customer, which may include but not limited to charges billed by third party providers and all taxes fees, surcharges or other charges imposed by such third party providers. Customer will pay invoices from Motorola for the Connectivity covered by this TCA in accordance with the invoice payment terms set forth in the Agreement. Fees for Connectivity will be invoiced as of the provisioning date, as determined by Motorola, unless another payment schedule or milestones are set forth in the Agreement or applicable SOW. Motorola may, at its sole discretion, utilize MSI as its billing and collection agent and Customer expressly agrees that invoices for Motorola services may appear on invoices issued by MSI.

10. **Taxes and Regulatory Cost Recovery Fees**. Unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola is permitted to recover from Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in a SOW. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes Motorola applicable tax-exemption certificates. Motorola will be solely responsible for reporting Taxes on its income and net worth.

IN WITNESS WHEREOF, the parties hereto have executed this TCA as of the Effective Date provided above.

CUSTOMER	MOTOROLA SOLUTIONS CONNECTIVITY, INC.
By: _____	By: _____

Name: _____

Title: _____

Name: _____

Title: _____

EXHIBIT A

Requirements of Third Party Providers for Provision of Connectivity

1. VERIZON

For Connectivity using Verizon third party services, the following additional terms apply.

For purposes of this Exhibit, "**Service**" means certain wireline (including but not limited to Ethernet, wavelength, MPLS or other VPN services and SD-WAN) and/or wireless services provided directly or indirectly by Verizon which may include but it is not limited to data transmission services between devices (wireless or other) and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Content Disclaimer. Neither Verizon, Motorola, nor MSI exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer data, individual health and financial content. Each of Verizon, Motorola, and MSI is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Motorola, MSI or Customer regarding Services.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer data as described in the Use of Customer Data clause above.

A. VERIZON WIRELESS SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon'snetwork.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR VERIZON PRODUCT OR SERVICE WITH RESPECT TO VERIZON.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND ITS AFFILIATES INCLUDING VESTA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER SECTION OF THE AGREEMENT, NEITHER MOTOROLA, VESTA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;

B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, OR (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,

C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, VESTA OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E9I I, OR OTHER EMERGENCY NUMBERS OR SERVICES

D) NOTWITHSTANDING THE FOREGOING THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION LIMITS VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S, MOTOROLA'S, OR

VESTA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

B. **VERIZON WIRELINE SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):**

Services Suspension. Verizon may, subject to giving Motorola, MSI or Customer reasonable notice where practicable, suspend one or more services provided by Verizon (or a part thereof) if:

- suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon personnel, agents, facilities, or services;
- Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g. police or fire service) or other administrative or regulatory authority;
- Verizon has reasonable grounds to consider that use of the Services violates the AUP, as defined below, or other terms of a contract; or
- Customer fails to provide or increase the security as requested by Verizon.

Customer Obligations.

Access. Where Verizon requires access to a Customer site in order to provide Services, Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer site. Customer shall provide Verizon with such facilities and information as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract.

Acceptable Use Policy (AUP).

Compliance. Use of Verizon IP Services must comply with the then current version of the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL: http://www.verizonenterprise.com/terms or other URL designated by Verizon. Customer shall ensure that each user of the Services complies with the AUP. Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer. Verizon will regularly review the AUP (and whether there have been any changes to it) with Customer, but no less than quarterly, and sooner in the event there are changes.

To the extent permitted by law, Customer will defend, indemnify and hold harmless the Verizon Indemnitees, as defined by Verizon at the link for the AUP identified above, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: Customer's, users' of the Services, or Customer's customers' violation of the AUP; or the unauthorized use of or access to the Services or Verizon Facilities by any person, under Customer's reasonable control, using Customer's systems or network. Notwithstanding any other provision of a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees.

From:	Geake, Tracy
To:	ITDADMIN
Cc:	Brown, Elizabeth; Ossi, Thomas; Conyers, Andre; Ciprian, Alexander; Costa, William
Subject:	FW: FY2024 - Motorola System Upgrade Agreement II (SUA II) - Single Source Request
Date:	Wednesday, November 15, 2023 2:25:03 PM
Attachments:	City of Jacksonville-SUA II 9-8-23 FINAL.pdf COJ Single Source Letter SUA 9-18-23.pdf FY2024 Motorola SUA II Renewal - Justification for Single Source.docx FY2024 Motorola System Upgrade Agreement (SUA II) Single Source Memo_10062023__WJK_Signed_ALBSigned.pdf RE FY2024 - Motorola System Upgrade Agreement II (SUA II) - Single Source Request.msg
Importance:	High

Tracy Geake
IT Finance Manager
City of Jacksonville | Finance & Administration | Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
(904) 255-8103
www.jacksonville.gov

From: Geake, Tracy
Sent: Monday, October 9, 2023 2:53 PM
To: Kendrick, Wanyonyi <WKendrick@coj.net>
Cc: Ossi, Thomas <TOssi@coj.net>; Costa, William <Wcosta@coj.net>; Ciprian, Alexander <Aciprian@coj.net>; Brown, Elizabeth <ElizabethB@coj.net>; Conyers, Andre <AConyers@coj.net>
Subject: FW: FY2024 - Motorola System Upgrade Agreement II (SUA II) - Single Source Request
Importance: High

Hi Wanyonyi – Attached is Motorola SUA II single source request memorandum for FY2024. Please electronically sign and return the memo to me. I will then send on to Anna Brosche for her signature.

Thanks.

Tracy Geake
IT Finance Manager
City of Jacksonville | Finance & Administration | Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
(904) 255-8103
www.coj.net

From: Ossi, Thomas <TOssi@coj.net>
Sent: Monday, October 9, 2023 9:27 AM

To: Geake, Tracy <TGeake@coj.net>
Cc: Costa, William <Wcosta@coj.net>; Ciprian, Alexander <Aciprian@coj.net>; Brown, Elizabeth <ElizabethB@coj.net>; Conyers, Andre <AConyers@coj.net>
Subject: FW: FY2024 - Motorola System Upgrade Agreement II (SUA II) - Single Source Request
Importance: High

Hi Tracy,

I am forwarding to you for signature.
Thank you,
Tom

Thomas Ossi
Technology Contract and Records Manager
City of Jacksonville
Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
904.255.8080
www.coj.net
TOssi@coj.net

From: Costa, William <Wcosta@coj.net>
Sent: Monday, October 9, 2023 8:25 AM
To: Ossi, Thomas <TOssi@coj.net>; Ciprian, Alexander <Aciprian@coj.net>; Conyers, Andre <AConyers@coj.net>; Brown, Elizabeth <ElizabethB@coj.net>
Subject: FW: FY2024 - Motorola System Upgrade Agreement II (SUA II) - Single Source Request
Importance: High

Signed

William **C**osta
Technology Infrastructure Manager
Office: 904.255.8006 | Cell: 941.927.6465

From: Ossi, Thomas <TOssi@coj.net>
Sent: Friday, October 6, 2023 5:02 PM
To: Costa, William <Wcosta@coj.net>
Cc: Brown, Elizabeth <ElizabethB@coj.net>; Conyers, Andre <AConyers@coj.net>; Ciprian, Alexander

<Aciprian@coj.net>
Subject: FY2024 - Motorola System Upgrade Agreement II (SUA II) - Single Source Request
Importance: High

Good afternoon, Bill,

Please find attached the FY2024 Motorola System Upgrade Agreement (SUA II) memo for signature.

Thank you for your assistance,
Tom

Thomas Ossi
Technology Contract and Records Manager
City of Jacksonville
Information Technologies Division
214 N. Hogan Street, 9th Floor
Jacksonville, FL 32202
904.255.8080
www.coj.net
TOssi@coj.net

From: Ciprian, Alexander <Aciprian@coj.net>
Sent: Monday, October 2, 2023 3:50 PM
To: Ossi, Thomas <TOssi@coj.net>
Cc: Brown, Elizabeth <ElizabethB@coj.net>; Costa, William <Wcosta@coj.net>; Conyers, Andre <AConyers@coj.net>
Subject: FY2024 - Motorola System Upgrade Agreement II (SUA II) - Single Source Renewal
Importance: High

Good Afternoon Tom,

Attached is the procurement memo and supporting documentation to renew our Motorola SUA II.

Please let me know if you require any changes.

Thank you.

Sincerely,

Alexander Ciprian
Radio Communications Manager
City of Jacksonville | Information Technologies Division
1020 Superior Street

Jacksonville, Florida 32254
Office: (904) 255-8499 | Cell: (904) 219-6489 | Fax: (904) 630-8342
www.coj.net | aciprian@coj.net

Requisition FAIT-500953-24

Requisitioning BU FAIT: Information Technologies
Entered By Andre Conyers
Status Approved
Description FY2024 Motorola System Upgrade Agreement (SUA II) – Single Source Request. The term of the agreement will begin on October 1, 2023, and continue for six (6) years through September 30, 2029.
Emergency Requisition No

Requisition Amount 0.01 USD
Justification
Funds Status Reserved

Attachments

Title	File Name or URL	Description
Approval - FY2024 - Motorola S	Approval - FY2024 - Motorola System Upgrade Agreement II (SUA II) - Single Source Request.pdf	
City of Jacksonville-SUA II 9-	City of Jacksonville-SUA II 9-8-23 FINAL.pdf	
COJ Single Source Letter SUA 9	COJ Single Source Letter SUA 9-18-23.pdf	
FY2024 Motorola SUA II Renewal	FY2024 Motorola SUA II Renewal - Justification for Single Source.docx	
FY2024 Motorola System Upgrade	FY2024 Motorola System Upgrade Agreement (SUA II) Single Source Memo_10062023__WJK_Signed_ALBSigned.pdf	

Lines

Line	Item	Description	Category Name	Quantity	UOM	Price	Amount (USD)	Status	Funds Status
1		FY2024 Motorola System Upgrade Agreement (SUA II) – Single Source Request. The term of the agreement will begin on October 1, 2023, and continue for six (6) years through September 30, 2029.	920.40 Programming Services, Computer			USD	0.01	Approved	Reserved

Requester Alexander Ciprian
Urgent No
Requested Delivery Date 11/30/23
Deliver-to Location Communications Facility Charge
Deliver-to Address 1020 Superior Street, Jacksonville, FL 32254, Duval, United States
Note to Buyer

Supplier Motorola Solutions, Inc.
Supplier Site Ordering
Supplier Contact Michelle Poole
Contact Phone
Charge Account 53102.113502.546620.000000.00000000.00000.0000000

I CERTIFY THAT FUNDS FOR THIS PURCHASE WERE AUTHORIZED AND PROVIDED FOR IN THE CURRENT BUDGET.