



ADDENDUM II

SUBJECT: Formal Annual Contract for Portable Fire Radios, Request for Offer (RFO 6100016602), Scheduled to open: February 16, 2023, Date of Issue: February 9, 2023.

FROM: Procurement Division-Finance Dept

DATE: May 12, 2023

THIS NOTICE SHALL SERVE AS ADDENDUM NO. II – TO THE ABOVE REFERENCED REQUEST FOR OFFER

THE ABOVE-MENTIONED REQUEST FOR OFFER IS HEREBY AMENDED AS FOLLOWS:

1. Section 004 - SPECIFICATIONS / SCOPE OF SERVICES, 4.2 PRICING is revised and replaced in its entirety to read:

4.2 PRICING:

4.2 1. The items listed in the Price Schedule, Attachment A, reflect Manufacturer's Price Lists. Items shall be discounted by the applicable fixed discount percentage on the Price Schedule for the term of the contract. Attachment A – Price Schedule includes % Discount(s) applicable to the City's initial purchase and % Discount(s) for additional portable radios purchased after the initial purchase in years 1-5, as applicable.

4.2.2 Catalog/Price List

Offerors shall be responsible for providing one copy of the manufacturer's catalog for each manufacturer for which an offer is submitted. Offeror shall provide said catalog at the time of submission of its offer. Manufacturers' catalogs may be submitted in any of the following formats: paper copy, flash drive, or CD ROM. Catalogs shall be mailed to the Finance Department, Purchasing Division, P.O. Box 839966, San Antonio, Texas 78283-3966 prior to offer opening. Offeror shall submit a PDF file for proposals submitted electronically.

Catalogs and/or price lists must be clearly labeled with the offeror's name. If there is a revision in pricing during the term of this contract, revised catalogs, CD's, price lists or catalogs shall be provided within ten (10) days after request from the City. Catalogs / price lists submitted with the offer shall become a part hereof. However, if in the opinion of the Asst. Finance Director, it's impractical for offerors to include published price lists as part of this offer and to furnish any price lists and/or written changes as required herein, bidder shall permit the City or authorized representative to inspect the pertinent published catalogs/price lists and/or written changes in the office of the bidder or at any other location approved by the Asst. Finance Director. However, if the City's Asst. Finance Director, approves said price list(s) other than the manufacturer's price list(s), said price list(s) must denote the company name, effective date and price schedule. It is agreed that any price list approved other than manufacturers may NOT be superseded or replaced during the contract period.

4.2.3 Revision of Manufacturer's Price List or Unit Prices

Discount percentages shall remain fixed for the Original Contract Term and any renewals/extensions. Discounts accepted as part of this bid are not subject to revision.

4.2.4. Discontinued Items

In the event that a manufacturer discontinues a particular product(s), the City may consider Contractor's substitute for the discontinued product(s) with the following information:

4.2.4.1 Documentation from the manufacturer that the product has been discontinued.

4.2.4.2 Documentation that names the replacement product.

4.2.4.3 Documentation that provides clear and convincing evidence that the replacement product meets or exceeds all specifications required by the original solicitation.

4.2.4.4 Documentation that provides clear and convincing evidence that the replacement product will be compatible with all the functions or uses of the discontinued material.

4.2.4.5 Product discontinuance applies only to products specifically listed in the submitted Catalog or Price List.

2. Section 005 – SUPPLEMENTAL TERMS & CONDITIONS, Original Contract Term, Renewals and Temporary Short-Term Extensions, are revised as follows:

Original Contract Term:

This contract shall begin upon the effective date of the ordinance awarding the contract and continue in full force and effect for a period of thirty-six months. Any and all warranties shall survive the termination or expiration of this contract.

Renewals:

This Contract may be renewed under the same terms and conditions for up to two (2), additional (1) year period(s). Renewals shall be in writing and signed by Director and Motorola, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefor.

Temporary Short-Term Extensions.

Parties shall have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed three months. Said month to month extensions shall be in writing, signed by Director and Motorola, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefor.

3. Section 005 – SUPPLEMENTAL TERMS & CONDITIONS, Rejection of Disclaimers of Warranties & Limitations Of Liability is deleted in its entirety and replaced as follows:

Device Management Services (DMS): APX NEXT DMS Essential with Accidental Damage (LSV01S03447A) Motorola's DMS includes hardware repair, tech support, firmware updates and MyView access, with the Accidental Damage option for 7 years of coverage per device ordered.

Hardware Repair with Accidental Damage provides repair services for user radios damaged by accidents,

manufacturing defects, and normal wear and tear. This coverage includes liquid damage, accidental display breakage, broken housing, damaged buttons, or damage to other components that are integral to the user radio.

Warranty on each device will commence upon delivery. City is responsible for shipping costs when sending devices and equipment to the warranty repair facility and Vendor is responsible for shipping costs to return devices and equipment to City.

4. Section 005 – SUPPLEMENTAL TERMS & CONDITIONS, Insurance, is revised as follows:

Insurance.

Prior to the commencement of any work under this Agreement, CONTRACTOR must provide a completed Certificate(s) of Insurance to CITY’s Fire Department. The certificate must be:

- clearly labeled with the legal name of the event in the Description of Operations block;
- completed by an agent and signed by a person authorized by the insurer to bind coverage on its behalf (CITY will not accept Memorandum of Insurance or Binders as proof of insurance); and
- properly endorsed and have the agent’s signature, and phone number.

Certificates may be mailed or sent via email, directly from the insurer’s authorized representative. CITY shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by CITY’s Fire Department. No officer or employee, other than CITY’S Risk Manager, shall have authority to waive this requirement.

If the City does not receive copies of insurance endorsement, then by executing this Agreement, CONTRACTOR certifies and represents that its endorsements do not materially alter or diminish the insurance coverage for this contract.

The City’s Risk Manager reserves the right to modify the insurance coverages, their limits, and deductibles prior to the scheduled event or during the effective period of this Agreement based on changes in statutory law, court decisions, and changes in the insurance market which presents an increased risk exposure.

CONTRACTOR shall obtain and maintain in full force and effect for the duration of this Agreement, at CONTRACTOR’S sole expense, insurance coverage written on an occurrence basis, by companies authorized and admitted to do business in the State of Texas and with an A.M. Best’s rating of no less than A- (VII), in the following types and amounts listed below. If the CONTRACTOR claims to be self-insured, they must provide a copy of their declaration page so the CITY can review their deductibles:

TYPE	AMOUNTS
1. Workers' Compensation	Statutory
2. Employers' Liability	\$1,000,000/\$1,000,000/\$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury d. Contractual Liability e. Independent Contractors	For Bodily Injury and Property Damage of \$1,000,000 per occurrence; \$2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

<p>4. Business Automobile Liability</p> <p>a. Owned/leased vehicles</p> <p>b. Non-owned vehicles</p> <p>c. Hired Vehicles</p>	<p>Combined Single Limit for Bodily Injury and Property Damage of \$1,000,000 per occurrence</p>
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CONTRACTOR must require, by written contract, that all subcontractors providing goods or services under this Agreement obtain insurance coverages applicable and related to the scope of the subcontractor's work on this Contract.

If a loss results in litigation, then the CITY is entitled, upon request and without expense to the City, to receive copies of the policies, declaration page and all endorsements. CONTRACTOR must comply with such requests within 10 days by submitting the requested insurance documents to the CITY at the following address:

City of San Antonio
 Attn: Fire Department
 P.O Box 899966
 San Antonio, Texas 78283-3966

CONTRACTOR's insurance policies must contain or be endorsed to contain the following provisions:

- Include CITY and its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with CITY. The endorsement requirement is not applicable for workers' compensation and professional liability policies.
- Endorsement that the "other insurance" clause shall not apply to CITY where CITY is an additional insured shown on the policy. CITY's insurance is not applicable in the event of a claim.
- Contractor shall submit a waiver of subrogation to include, workers' compensation, employers' liability, general liability and auto liability policies in favor of CITY; and
- Provide 30 days advance written notice directly to CITY of any suspension, cancellation, non-renewal or materials change in coverage, and not less than ten (10) calendar days advance written notice for nonpayment of premium.

Within five (5) calendar days of a suspension, cancellation, material change in coverage, or non-renewal of coverage, CONTRACTOR shall provide a replacement Certificate of Insurance and applicable endorsements to CITY. CITY shall have the option to suspend CONTRACTOR'S performance should there be a lapse in coverage at any time during this Agreement. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

In addition to any other remedies CITY may have upon CONTRACTOR'S failure to provide and maintain any insurance or policy endorsements to the extent and within the time required, CITY may order CONTRACTOR to stop work and/or withhold any payment(s) which become due to CONTRACTOR under this Agreement until CONTRACTOR demonstrates compliance with requirements.

Nothing contained in this Agreement shall be construed as limiting the extent to which CONTRACTOR may be held responsible for payments of damages to persons or property resulting from CONTRACTOR'S or its subcontractors' performance of the work covered under this Agreement.

CONTRACTOR'S insurance shall be deemed primary and non-contributory with respect to any insurance or self - insurance carried by City for liability arising out of operations under this Agreement.

The insurance required is in addition to and separate from any other obligation contained in this Agreement and no claim or action by or on behalf of City shall be limited to insurance coverage provided.

CONTRACTOR and any subcontractor are responsible for all damage to their own equipment and/or property result from their own negligence.

5. 005 - SUPPLEMENTAL TERMS & CONDITIONS, Incorporation of Attachments, is revised to replace Attachment A and add Attachments B and C, a true and correct copy of each which is attached hereto, as follows:

Incorporation of Attachments.

Each of the attachments listed below is an essential part of this contract, which governs the rights and duties of the parties, incorporated herein by reference, and shall be interpreted in the order of priority as appears below, with this document taking priority over all attachments:

Attachment A – Revised Price Schedule Dated 5.12.23 Final (the “Price Schedule”)

Attachment B – Motorola Solutions, Inc.’s Proposal submitted in Response to RFO No. 6100016602 dated February 16, 2023, excluding any and all references to DIR terms and excluding any legal clarifications and exceptions not addressed in this Addendum II

Attachment C – Motorola Solutions, Inc. Communications System and Services Terms & Conditions and its exhibits, as revised

6. Section 006 - GENERAL TERMS & CONDITIONS, Acceptance by City, is revised as follows:

Acceptance by City. City shall have a reasonable time (**but no more than 15 calendar days for the initial purchase of 1,225 specified portable radios and no more than 10 calendar days for purchases thereafter**) after receipt to inspect the goods and services tendered by Vendor. City at its option may reject all or any portion of such goods or services which do not, in City’s sole discretion, comply in every respect with all terms and conditions of the contract. City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If City elects to accept nonconforming goods and services, City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate City for the nonconformity. Any acceptance by City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

7. Parties understand and agree payment will be in accordance with the Texas Prompt Payment Act and Section 006 - GENERAL TERMS & CONDITIONS, Invoicing and Payment.

8. Section 006 - GENERAL TERMS & CONDITIONS, NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT, is revised as follows:

NECESSITY OF TIMELY INVOICE. NOTWITHSTANDING THE FORGOING, CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED.

9. Section 006 - GENERAL TERMS & CONDITIONS, Termination, is revised as follows:

Termination.

Termination-Breach. Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its material obligations under this contract, or violate any of the material terms of this contract, City shall have the right to terminate the contract in whole or in part as provided herein. A

notice of termination shall be provided in writing to the Vendor, effective upon the date set forth in the notice. City shall provide a **30-calendar day opportunity for Vendor to cure the default**. City shall provide notice to Vendor specifying the matters in default and the cure period. If Vendor fails to cure the default within the cure period, City shall have the right, without further notice, to terminate the contract in whole or in part. Such termination shall not relieve Vendor of any liability to the City for damages sustained by virtue of any breach by Vendor.

Termination-Notice. City may terminate this contract, in whole or in part, without cause. City shall be required to give Vendor notice **30 calendar days** prior to the date of termination of the contract without cause.

Termination-Funding. Subject to the last provision in this Section, the City retains the right to terminate this contract at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

Subject to the last provision in this Section, Termination by City may be effected by Director, without further action by the San Antonio City Council.

Notwithstanding the forgoing, City will pay Motorola for all accepted services performed and equipment provided up to the date of termination.

10. Section 006 - GENERAL TERMS & CONDITIONS, INDEMNIFICATION, is revised as follows:

INDEMNIFICATION.

GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold CITY 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 CITY 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 CITY gives Motorola prompt, written notice of any claim or suit of any claims or suits the City receives notice of. CITY will cooperate with Motorola in its defense or settlement of the claim or suit. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. VENDOR shall advise CITY in writing within 24 hours of any claim or demand against CITY or VENDOR known to VENDOR related to or arising out of VENDOR's activities under this AGREEMENT and shall see to the investigation and defense of such claim or demand at VENDOR's cost. CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving VENDOR of any of its obligations under this paragraph.

11. Section 006 - GENERAL TERMS & CONDITIONS, Delinquent Taxes, is deleted in its entirety.

12. Section 006 - GENERAL TERMS & CONDITIONS, Entire Agreement, is revised as follows:

Entire Agreement. This RFO, as amended, together with its authorizing ordinance, and its price schedule(s), addendums, attachments, purchase orders, and exhibits, if any, constitutes the final and entire agreement between the parties hereto and contains all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind the parties hereto, unless same be in writing, dated subsequent to the date hereof, and be duly executed by the parties, in accordance with the Amendment provision herein.

Finance Department - Purchasing Division

Acknowledged and Agreed:

Company Name _____

Address _____

City/State/Zip Code _____

Signature: _____

Date: _____

ATTACHMENT A

REVISED PRICE SCHEDULE DT 5.12.23 FINAL

PLEASE NOTE INCENTIVES:

- PRICING IS BASED ON SINGLE, ONE TIME PURCHASE OF ALL 1225 UNITS

-WARRANTY IS FULL 7-YEAR COMPREHENSIVE w/ ACCIDENTAL DAMAGE

PORTABLE RADIOS INITIAL PURCHASE

Item	Description	Estimated Qty	UOM	List Price	% Discount	Net Price	Extended Price
1	Motorola APX Next XN with antenna and a battery (NFPA Certified)	911	EA	\$15,151.95	27.00%	\$11,060.92	\$10,076,501.31
1a	Extra Battery PMNN4812A	250	EA	\$299.00	25.00%	\$224.25	\$56,062.50
1b	Desktop Charger NNTN9199A	320	EA	\$170.00	25.00%	\$127.50	\$40,800.00
1c	Vehicle Charger PMPN4639B	1000	EA	\$599.00	25.00%	\$449.25	\$449,250.00
1d	Bank Charger NNTN9115A	50	EA	\$1,420.00	25.00%	\$1,065.00	\$53,250.00
1e	Fire Lapel Microphones (NFPA certified) PMMN4138A	850	EA	\$775.00	25.00%	\$581.25	\$494,062.50
1f	Antenna AN000417A01	50	EA	\$180.00	25.00%	\$135.00	\$6,750.00
1g	Holster PMLN8328A	911	EA				Included
1h	APX Next DMS Essential with accidental damage - 7yrs LSV01S03447A	911	EA				Included
1i	SmartLocate Subscription- 1yr SSV01P01476A**	911	YR	\$75.00	100.00%	\$0.00	\$0.00
1j	Key Variable Loader 5000 T8476B	1	EA	\$6,900.00	25.00%	\$5,175.00	\$5,175.00
1k	Keyload Cable WPLN6904A	1	EA	\$119.00	25.00%	\$89.25	\$89.25
1l	Radio Programming Training- 3 DAY On site Instructor Led to cover Radio Central, CPS Programming and Template building for up to 12 students	1		\$20,297.92	0.00%	\$20,297.92	\$20,297.92
	Volume customer incentive discount						-\$2,850,000.00
	First in Texas APX XN customer incentive						-\$1,000,000.00
BOX 1 Total							\$7,352,238.48

** - Smart Locate subscription year 1 is at NO COST. After year one, annual cost is \$68,325 (911 units X \$75/year)

- Pricing includes Fire Marketing and Communications Plan

PORTABLE RADIOS INITIAL PURCHASE (CONT)

Item	Description	Estimated Qty	UOM	List Price	% Discount	Net Price	Extended Price
2	Motorola APX Next with antenna and a battery	314	EA	\$11,777.95	27.00%	\$8,597.90	\$2,699,741.70
2a	Extra Battery NNTN9216A	100	EA	\$226.00	25.00%	\$169.50	\$16,950.00
2b	Desktop Charger NNTN9199A	314	EA	\$170.00	25.00%	\$127.50	\$40,035.00
2c	Vehicle Charger PMPN4639B	130	EA	\$599.00	25.00%	\$449.25	\$58,402.50
2d	Bank Charger NNTN9115A	15	EA	\$1,420.00	25.00%	\$1,065.00	\$15,975.00
2e	Lapel Microphones PMMN4136	75	EA	\$450.00	25.00%	\$337.50	\$25,312.50
2f	Two Wire Palm Mic PMLN6129A	50	EA	\$136.00	25.00%	\$102.00	\$5,100.00
2g	Antenna AN000297A01	30	EA	\$119.00	25.00%	\$89.25	\$2,677.50
2h	Holster PMLN7947	314	EA				Included
2i	APX Next DMS Essential with accidental damage - 7yrs LSV01S03447A	314	EA				Included
2j	SmartLocate Subscription- 1yr SSV01P01476A**	314	YR	\$75.00	100.00%	\$0.00	\$0.00
	Volume customer incentive discount						-\$550,000.00
BOX 2 Total							\$2,314,194.20

** - Smart Locate subscription year 1 is at NO COST. After year one, annual cost is \$68,325 (911 units X \$75/year)

ADDITIONAL PORTABLE RADIOS AFTER INITIAL PURCHASE (YEARS 1-5)							
Item	Description	Estimated Qty	UOM	List Price	% Discount	Net Price	Extended Price
3	Motorola APX Next XN with antenna and a battery (NFPA Certified)	10	EA	\$15,151.95	35.00%	\$9,848.77	\$98,487.68
3a	Extra Battery PMMN4812A	50	EA	\$299.00	25.00%	\$224.25	\$11,212.50
3b	Desktop Charger NNTN9199A	10	EA	\$170.00	25.00%	\$127.50	\$1,275.00
3c	Vehicle Charger PMPN4639B	50	EA	\$599.00	25.00%	\$449.25	\$22,462.50
3d	Bank Charger NNTN9115A	2	EA	\$1,420.00	25.00%	\$1,065.00	\$2,130.00
3e	Fire Lapel Microphones (NFPA certified) PMMN4138A	60	EA	\$775.00	25.00%	\$581.25	\$34,875.00
3f	Antenna AN000417A01	50	EA	\$180.00	25.00%	\$135.00	\$6,750.00
3g	Holster PMLN8328A	1	EA	\$115.00	25.00%	\$86.25	\$86.25
3h	APX Next DMS Essential with accidental damage - 7yrs LSV01S03447A	10	EA				Included
3i	SmartLocate Subscription- 1yr SSV01P01476A**	921	YR	\$75.00	0%	\$75.00	\$69,075.00
3j	Key Variable Loader 5000 T8476B with encryption options	1	EA	\$6,900.00	25.00%	\$5,175.00	\$5,175.00
3k	Keyload Cable WPLN6904A	1	EA	\$119.00	25.00%	\$89.25	\$89.25
BOX 3 Total							\$251,618.18

**- Smart Locate subscription year 1 is at NO COST. After year one, annual cost is \$68,325 (911 units X \$75/year)

ADDITIONAL PORTABLE RADIOS AFTER INITIAL PURCHASE (YEARS 1-5)							
Item	Description	Estimated Qty	UOM	List Price	% Discount	Net Price	Extended Price
4	Motorola APX Next with antenna and a battery	10	EA	\$11,777.95	35.00%	\$7,655.67	\$76,556.68
4a	Extra Battery NNTN9216A	25	EA	\$226.00	25.00%	\$169.50	\$4,237.50
4b	Desktop Charger NNTN9199A	10	EA	\$170.00	25.00%	\$127.50	\$1,275.00
4c	Vehicle Charger PMPN4639B	20	EA	\$599.00	25.00%	\$449.25	\$8,985.00
4d	Bank Charger NNTN9115A	2	EA	\$1,420.00	25.00%	\$1,065.00	\$2,130.00
4e	Lapel Microphones PMMN4136	1	EA	\$450.00	25.00%	\$337.50	\$337.50
4f	Two Wire Palm Mic PMLN6129A	1	EA	\$136.00	25.00%	\$102.00	\$102.00
4g	Antenna AN000297A01	20	EA	\$119.00	25.00%	\$89.25	\$1,785.00
4h	Holster PMLN7947A	1	EA	\$37.75	25.00%	\$28.31	\$28.31
4i	APX Next DMS Essential with accidental damage - 7yrs LSV01S03447A	10	EA				Included
4j	SmartLocate Subscription- 1yr SSV01P01476A**	324	YR	\$75.00	0.00%	\$75.00	\$24,300.00
BOX 4 Total							\$119,736.99

**- Smart Locate subscription year 1 is at NO COST. After year one, annual cost is \$68,325 (911 units X \$75/year)

Motorola shall offer pricing for stated models above at the common contract level of discounts of 27% off List Price with an additional 8% off (effectively 35%). This applies for all City of San Antonio Departments needing to operate on their current P25 700MHz radio system. This discount is valid through Dec. 31, 2028. Should list price increase then pricing outlined above will need to be adjusted accordingly.

Please complete the following:

Product Identification (Manufacturer): Motorola Solutions, Inc

Price Schedule Number: SF3406017MSI

Price Schedule Date: 050923

Prompt Payment Discount: % within Days (Net30 will apply if left blank)

Delivery will be made within 22 weeks after receipt of purchase order. (This is current ship card information that changes weekly and larger orders get priority)



MOTOROLA SOLUTIONS

Proposal

City of San Antonio, Texas

Annual Contract for Portable Fire Radios

Request for Offer No.: 6100016602

February 16, 2023

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

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Motorola Solutions, Inc.
500 West Monroe Street
Chicago, IL 60661

February 16, 2023

City of San Antonio
Attention: Japan Shah, Procurement Specialist III
PO Box 839966
San Antonio, TX 78238-3966

RE: Request for Offer (“RFO”) No. 6100016602 Annual Contract for Portable Fire Radios

Dear Mr. Shah:

Motorola Solutions, Inc. (Motorola) is pleased to provide the City of San Antonio with its response to your Request for Offer (RFO) for Portable Fire Radios. This proposal offers those specified Portable radios as outlined in this RFO that meets and/or exceeds all requirements here within.

Motorola Solutions is a global leader in mission-critical communications and analytics. Our technology platforms in mission-critical communications, command center software, video security and analytics, bolstered by managed and support services, make communities safer and help Public Safety and First Responders more efficiently.

Our customers rely on us for the expertise, services, and solutions we provide, trusting our 90 plus years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers’ experience every day.

This response package consists of all the forms and requirements specifically outlined in the RFO, and is subject to the clarifications provided herein, and to the TX DIR Contract DIR-TSO-4101. Motorola Solutions acknowledges receipt of Addendum 1 dated 02/14/23.

On behalf of Motorola Solutions, we would like to thank the City of San Antonio for the opportunity to provide the Best in Class, Fire Specific, Public Safety Radio Communications Equipment. If you have any questions regarding our submission, please do not hesitate to contact Ben Zotyka, Area Sales Manager at 832-657-5086 or by email at ben.zotyka@motorolasolutions.com.

Sincerely,
Motorola Solutions, Inc.



Scott Lees
Vice President - Western Division
North America Government



APX NEXT XN RADIOS FOR SAN ANTONIO'S FIRE DEPARTMENT

San Antonio, the seventh largest City in the United States, requires outstanding radio performance to serve the needs of this large, vibrant community while keeping your firefighters safe. Motorola is ready to provide the quality and functionality you need with our sixth generation fire-specific radio – APX NEXT XN.

San Antonio is the only fire department of the top 25 in the United States not carrying Motorola radios today and we would be honored to become your trusted partner. We offer NFPA 1802 certified radios that will surpass your expectations in extreme conditions with advanced audio features, effortless usability and versatility, expandable intelligence capabilities, and a streamlined ownership experience.

OPERATE IN UNCHARTED EXTREMES

APX NEXT XN brings the rugged design of the APX NEXT radios to the latest standards in fire service with more durability and safety features for use in the hazard zone. Our radios are NFPA 1820 certified, meeting requirements such as:

- Withstands 500°F conditions for 5 minutes
- Withstands 350°F conditions for 15 minutes then immersed into 4.9 feet of water
- Three radios exposed to 72°F, -4°F, 160°F are dropped eight times from 9.8 feet
- Resists direct flames for 10 seconds

In addition, our radios self-check on initial power up and every five minutes, providing audible and visual alerts for connection failures, battery levels, radio temperature, and more.

UNMATCHED AUDIO PERFORMANCE

APX NEXT XN radios use advanced audio techniques to adapt audio output in extreme conditions.

High Dynamic Range (HDR) Microphones improve intelligibility with extremely loud and soft inputs, and reduce noise and distortion across the range.

Adaptive Audio Engine works in tandem with the multiple HDR microphones to reduce the effects of unpredictable background noise in loud or windy environments.

Receive Volume Leveling ensures radio communications are heard at similar loudness, so there is no need to constantly adjust the volume between loud and soft talkers throughout your shift.

Beyond Voice – Our radios help you stay connected with LMR single or multi-band configurations, LTE, GPS, Wi-Fi, and Bluetooth.



EFFORTLESS USABILITY AND VERSATILITY

APX NEXT XN is designed for effortless usability in day-to-day operations and when everything is on the line.

Familiar Ergonomics and Layout – Oversized intuitive controls are made for use with gloved hands, minimizing accidental activations.

Ruggedized Touchscreen – The mission-critical touchscreen works in rain, heat, dust and dirt.

ViQi Voice Control – ViQi understands a range of voice commands, so you can operate your radio with eyes-up awareness.

EXPANDABLE INTELLIGENCE FOR TODAY AND BEYOND

Should the City of San Antonio choose to take advantage of these features at any point, APX NEXT XN offers a secure extensible platform for new capabilities to be added as your needs evolve.

SmartConnect automatically switches between LMR and LTE to extend radio communication beyond the boundaries of the radio system, so users can concentrate on their mission and not worry about coverage.

SmartLocate lets dispatchers see where everyone under their care is, so they can stay focused on critical situations.

SmartMapping enhances situational awareness by enabling radio users to see their own location on the radio front display, find an address, drop waypoints, and view the locations other colleagues at a glance, then tap the screen to instantly communicate with them.

SmartMessaging is a secure and convenient way to share texts, images, videos and voice notes across an extended team.

ViQi Virtual Partner enables natural language database queries, rapidly giving field personnel vital information like driver's license and license plate lookups.

PROVISIONED AND OPTIMIZED FLEET MANAGEMENT

Radio Central, the cloud based provisioning system, lets you prepare radios before they even arrive and **SmartProgramming** allows for radio updates to be delivered over broadband regardless of geographic location.



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Section 1

Required Forms

1.1 Signature Page

Attached is the completed and signed Signature Page.

007 - SIGNATURE PAGE

By submitting an offer, Offeror represents that:

(s)he is authorized to bind Offeror to fully comply with the terms and conditions of City's Request for Offer for the prices stated therein;

(s)he has read the entire document, including the final version issued by City, and agreed to the terms therein;

Offeror is in good standing with the Texas State Comptroller's Office; and

to the best of his/her knowledge, all information is true and correct.

Complete the following and sign on the signature line below. Failure to sign and submit this Signature Page will result in rejection of your offer.

Offeror Information:

Please Print or Type:

Vendor ID No.: 1001027

Signer's Name: Scott Lees

Name of Business: Motorola Solutions, Inc.

Street Address: 500 W. Monroe Street

City, State, Zip Code: Chicago, IL 60661

Email Address: scott.lees@motorolasolutions.com

Telephone No.: 714-553-9003

Fax No.: N/A

City's Solicitation No.: 6100016602



Signature of Person Authorized to Sign Offer

1.2 Certified Vendor Registration

Motorola Solutions verified that we are registered with the City, so no other registration is needed.

Section 2

Pricing

2.1 Attachment A Price Schedule

Attached is the completed Attachment A Price Schedule with incentives.

009 – ATTACHMENTS

ATTACHMENT A

REVISED PRICE SCHEDULE DT 2.13.2023

PLEASE NOTE INCENTIVES:

- **PRICING IS BASED ON SINGLE, ONE TIME PURCHASE OF ALL 1450 UNITS.**
- **ANY ADDITIONAL PURCHASES OVER THE 36 MONTH CONTRACT WILL FOLLOW TX-DIR CONTRACT DISCOUNTS.**

PORTABLE RADIOS

Item	Description	Estimated Qty	UOM	List Price	% Discount	Net Price	Extended Price
1	Motorola APX Next XN with antenna and a battery (NFPA Certified)	750	EA	\$15,796.24	27%	\$11,531.26	\$8,648,441.40
1a	Extra Battery	750	EA	\$285.00	25%	\$213.75	\$160,312.50
1b	Desktop Charger	150	EA	\$169.56	25%	\$127.17	\$19,075.50
1c	Vehicle Charger	530	EA	\$599.00	25%	\$449.25	\$238,102.50
1d	Bank Charger	50	EA	\$1,420.20	25%	\$1,065.15	\$53,257.50
1e	Fire Lapel Microphones (NFPA certified)	750	EA	Included in price of radio			
1f	Belt Clips	50	EA	\$14.04	25%	\$10.53	\$526.50
1g	Antenna	50	EA	\$180.00	25%	\$135.00	\$6,750.00
1h	Holster	750	EA	\$114.00	25%	\$85.50	\$64,125.00
	Trade-In Discount						-\$375,000.00
	Volume Customer Incentive Discount						-\$1,899,962.90
	First in Texas APX XN Customer Incentive						-\$1,125,000.00
	BOX 1 Total						\$5,790,628.00

* 2	Motorola APX Next with antenna and a battery	700	EA	\$12,395.09	27%	\$9,048.42	\$6,333,890.99
2a	Extra Battery	700	EA	\$248.50	25%	\$186.38	\$130,462.50
2b	Desktop Charger	700	EA	\$169.56	25%	\$127.17	\$89,019.00
2c	Vehicle Charger	700	EA	\$599.00	25%	\$449.25	\$314,475.00
2d	Bank Charger	50	EA	\$1,420.20	25%	\$1,065.15	\$53,257.50
2e	Lapel Microphones	100	EA	\$486.00	25%	\$364.50	\$36,450.00
2f	Two-Wire Palm Microphones	100	EA	\$135.71	25%	\$101.78	\$10,178.25

PORTABLE RADIOS

Item	Description	Estimated Qty	UOM	List Price	% Discount	Net Price	Extended Price
2g	Belt Clip	50	EA	\$12.96	25%	\$9.72	\$486.00
2h	Antenna	50	EA	\$118.80	25%	\$89.10	\$4,455.00
2i	Holster	700	EA	Included			
Trade-In Discount							-\$350,000.00
Volume Customer Incentive Discount							-\$1,446,275.24
BOX 2 Total							\$5,176,399.00

* 3	Motorola APX 8000 with antenna and a battery	700	EA	\$12,909.88	27%	\$9,424.21	\$6,596,948.68
3a	Extra Battery	700	EA	\$222.92	25%	\$167.19	\$117,033.00
3b	Desktop Charger	700	EA	\$169.56	25%	\$127.17	\$89,019.00
3c	Vehicle Charger	700	EA	\$599.00	25%	\$449.25	\$314,475.00
3d	Bank Charger	50	EA	\$1,420.20	25%	\$1,065.15	\$53,257.50
3e	Lapel Microphones	100	EA	\$665.28	25%	\$498.96	\$49,896.00
3f	Two-Wire Palm Microphones	100	EA	\$135.71	25%	\$101.78	\$10,178.25
3g	Belt Clip	50	EA	\$14.04	25%	\$10.53	\$526.50
3h	Antenna	50	EA	\$118.80	25%	\$89.10	\$4,455.00
3i	Holster	700	EA	Included			
Trade-In Discount							-\$350,000.00
Volume Customer Incentive Discount							-\$1,500,339.93
BOX 3 Total							\$5,385,449.00

*Should Motorola be the selected radio, the City will purchase either Item 2 **OR** Item 3 for EMS / Administrative use.

Please complete the following:
Product Identification (Manufacturer): <u>Motorola Solutions, Inc.</u>
Price Schedule Number: <u>DT 2.13.2023</u>
Price Schedule Date: <u>N/A</u>
Prompt Payment Discount: <u>N/A</u> % within <u>N/A</u> Days (Net 30 will apply if left blank)
Delivery will be made within <u>90</u> calendar days after receipt of purchase order.

2.2 Legal Clarifications and Exceptions

Motorola Solutions’ (“Motorola”) proposal is subject to the clarifications to the City of San Antonio’s Request for Offer (“RFO”) No. 6100016602, and to the terms and conditions of the Texas DIR Contract DIR-TSO-4101 (Tx DIR).

004-Specifications/Scope of Services	Clarification
4.2 Pricing 4.2.1 Catalog/Price List 4.2.3 Revisions of Manufacturer's Price List or Unit Price 4.2.4 Discontinued Items	All provisions regarding pricing, lists, revisions, or discontinued items are governed by Appendix C, Pricing Index to Tx DIR.
005-Supplemental Terms and Conditions	Clarification
Renewals	Any renewals contemplated by the parties will be decided by mutual written agreement.
Temporary Short-Term Extensions	Any temporary or short-term extensions will be decided by mutual written agreement.
Rejection of Disclaimers of Warranty and Limitation of Liability	Any provisions regarding warranty and limitation of liability is governed by the respective provisions in TX DIR. Warranty is addressed in 7(C), Limitation of Liability is addressed in Section 10(K).
Insurance	Insurance coverage is governed by Section 10(N) of TX DIR.
006-General Terms and Conditions	Clarification
Necessity of Timely Invoice/Waiver of Payment	Invoice payments and all related terms are governed by Section 8(I) of TX DIR.
Termination-Breach, Notice, Funding	All termination provisions are governed by Section 11(B) of TX DIR.
Indemnification	All indemnification provisions are governed by Section 10(A) of TX DIR.
Delinquent Taxes	Invoice payments and all related terms are governed by Section 8(I) of TX DIR.

2.3 Contractual Documentation

This proposal is subject to the terms and conditions of the enclosed Motorola's proposal and the Texas DIR-TSO-4101 contract, and remains valid for a period of ninety (90) days from the date of the cover letter. This proposal may be accepted by issuing a purchase order that specifically references "subject to the terms and conditions of Motorola's Proposal and the Texas DIR-TSO-4101 contract."

Communications System and Services Terms and Conditions

Motorola Solutions, Inc. ("Motorola") and the City of San Antonio, a Texas Municipal Corporation ("City" or "Customer") enter into this "CSSA Terms and Conditions," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

Section 1 ATTACHMENTS

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

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated _____

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

C-3 "Implementation Statement of Work" dated _____

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

C-5 "Performance Schedule" dated _____

Exhibit D "System Acceptance Certificate"

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

1.3 ORDER OF PRECEDENCE. Any ambiguities in interpreting this CSSA Terms and Conditions and the other contract documents will be resolved in the following order: 1) City's RFO No. 6100016602 (the "RFO"); 2) Addendums No.1 & 2 to the RFO, 3) the main body of this CSSA Terms and Conditions which takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 4) The applicable service Addendum will take precedence over the main body of the CSSA Terms and Conditions and the Exhibits.

Section 2 DEFINITIONS

Capitalized terms used in this CSSA Terms and Conditions have the following meanings:

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

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

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

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

"Confidential Information" means all information consistent with the fulfillment of this CSSA Terms and

Conditions that is (i) disclosed under this CSSA Terms and Conditions 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 CSSA Terms and Conditions are considered Confidential Information; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Motorola may not be considered confidential under Texas law, or pursuant to a Court order. 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.

“Contract Price” means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

“Deliverables” means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this CSSA Terms and Conditions. The Deliverables, if any, are more fully described in the Statement of Work.

“Derivative Proprietary Materials” means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

“Effective Date” means that date upon which the last Party executes this CSSA Terms and Conditions.

“Equipment” means the hardware components of the Solution that Customer purchases from Motorola under this CSSA Terms and Conditions. Equipment that is part of the System is described in the Equipment List.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this CSSA Terms and Conditions.

“Force Majeure” means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause, but which is beyond the reasonable control of the Party whose performance is affected, then the obligation is suspended during the period of, and only to the extent of, such prevention or hindrance, provided the affected Party provides reasonable notice of the event of force majeure and exercises all reasonable diligence to remove the cause of force majeure.

“Motorola Software” means software that Motorola or its affiliated companies owns.

“Non-Motorola Software” means software that a party other than Motorola or its affiliated companies 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 Materials” means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which

Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

“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 CSSA Terms and Conditions and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

“Services” means system implementation, maintenance, support, subscription, or other professional services provided under this CSSA Terms and Conditions, which may be further described in the applicable Addendum and/or SOW.

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

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

“Software Support Policy” (“SwSP”) means the policy set forth at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion provided City receives notice of such modification. In the event that conflicting or additional terms in a modification amend or diminish the rights of City, such conflicting or additional terms shall not take precedence over the terms of City’s RFO No. 6100016602.

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

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

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

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

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

“Subscriber” means portable or mobile radio(s) including any accessories or subscriptions utilized with the radio.

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

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

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

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

Section 3 SCOPE OF CSSA TERMS AND CONDITIONS AND TERM

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

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this CSSA Terms and Conditions. If a requested change causes an increase or decrease in the cost or time required to perform this CSSA Terms and Conditions, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in an amendment City’s RFO No. 6100016602, Section 006 - GENERAL TERMS & CONDITIONS, Amendments. Neither Party is obligated to perform requested changes unless both Parties execute a written Amendment.

3.3. **TERM.** Unless terminated in accordance with other provisions of this CSSA Terms and Conditions or extended by mutual agreement of the Parties, the term of this CSSA Terms and Conditions is as stated in City’s RFO No. 6100016602 Section 005 - SUPPLEMENTAL TERMS & CONDITIONS.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the CSSA Terms and Conditions, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this CSSA Terms and Conditions, the expiration date of the CSSA Terms and Conditions, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the CSSA Terms and Conditions, the applicable provisions of this CSSA Terms and Conditions (except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed.

3.5. **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.

3.6. **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.

3.7. **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 an Amendment.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a “Priced Options”

exhibit is shown in Section 1, or if the parties amend this CSSA Terms and Conditions to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this CSSA Terms and Conditions will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

Section 4 SERVICES

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, only the terms and conditions applicable to the performance of Services will apply to the extended CSSA Terms and Conditions.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola's established Software Support Policy. Copies of the SwSP can be found at https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this CSSA Terms and Conditions applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). City's RFO No. 6100016602 and these collective terms will govern the provision of such Services.

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

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

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this CSSA Terms and Conditions or Motorola data viewed, accessed, will remain Motorola's property, will be considered proprietary, Confidential Information; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under

the Texas Public Information Act, since information deemed to be confidential by Motorola may not be considered confidential under Texas law, or pursuant to a Court order. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this CSSA Terms and Conditions 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. Upon termination of the contract for any reason, Customer agrees to return to Motorola all equipment delivered to Customer. Motorola shall be responsible for removing its equipment in a timely manner.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this CSSA Terms and Conditions and continuing for a period of two (2) years thereafter, Customer will not knowingly seek to 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 City employees directly responsible for administering this CSSA Terms and Conditions and employees of Motorola or its subcontractors who are responsible for rendering Services under this CSSA Terms and Conditions. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

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

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this CSSA Terms and Conditions, applicable Addenda or Statements of Work prove to be incorrect or if a Party's obligations are not performed, the other party's ability to perform under this CSSA Terms and Conditions may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this CSSA Terms and Conditions, Motorola recommends that Customer purchase products or other services, nothing in this CSSA Terms and Conditions automatically precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer provided that Motorola discloses that it provides Services under this CSSA Terms and Conditions. Customer will evaluate each future competitive bidding process or solicitation for offering or selling the recommended products or other services to ensure this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. **PROPRIETARY MATERIALS.** Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. **ADDITIONAL SERVICES.** Any services performed by Motorola outside the scope of this CSSA Terms and Conditions at the direction of Customer will be considered to be additional Services which are

subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed amendment to this CSSA Terms and Conditions.

Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. Customer authorizes Motorola to proceed with contract performance.

Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. The Customer will pay all invoices in accordance with the Texas Prompt Payment Act as received from Motorola and any changes in scope will be subject to the Amendment process as described in City's RFO No. 6100016602. At the time of the commencement of this CSSA Terms and Conditions, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this CSSA Terms and Conditions.

6.2. **CONTRACT PRICE.** The Contract Price in U.S. dollars is in City's RFO No. 6100016602, Attachment A – Price Schedule. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be added by written Amendment.

6.3. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to City's RFO No. 6100016602, Invoicing and Payment. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the time for payment of each invoice in accordance with the Texas Prompt Payment Act. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. 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 is 36-1115800.

6.4. **FREIGHT, TITLE, AND RISK OF LOSS.** Motorola will pre-pay and deliver all goods and materials F.O.B., City of San Antonio's designated facility, inside delivery, freight prepaid, to the address provided in City's RFO No. 6100016602 or, if different, in the City's Purchase Order. Title and risk of loss to the Equipment will pass to Customer at delivery. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: accounts.payable@sanantonio.gov

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.

Section 7 SITES AND SITE CONDITIONS

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

7.2. SITE CONDITIONS. Motorola will assess the conditions of all work sites prior to commencing any work to ensure the work sites are safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This CSSA Terms and Conditions is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

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

Section 8 TRAINING

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

Section 9 SYSTEM ACCEPTANCE

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed

the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. BENEFICIAL USE. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. FINAL PROJECT ACCEPTANCE. Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

Section 10 REPRESENTATIONS AND WARRANTIES

10.1. SYSTEM FUNCTIONALITY. Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. SOFTWARE WARRANTY. Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

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

10.5. SERVICE WARRANTY. During the Warranty Period, Motorola warrants that the Services will be

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

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

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

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

Section 11 DELAYS

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

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) unreasonably delays the Performance Schedule, the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all actual charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

Section 12 DISPUTES

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

12.1. **GOVERNING LAW.** This CSSA Terms and Conditions will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. RESERVED.

12.3. RESERVED.

12.4. LITIGATION, VENUE and JURISDICTION. Either Party may 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 CSSA Terms and Conditions.

12.5. RESERVED.

Section 13 RESERVED.

Section 14 INDEMNIFICATION

14.1. GENERAL INDEMNITY BY Motorola. Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this CSSA Terms and Conditions, if Customer gives Motorola prompt, written notice of any claim or suit the City receives notice of. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. The indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage.

14.2. RESERVED.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this CSSA Terms and Conditions; or (f)

the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this CSSA Terms and Conditions or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

Section 15 LIMITATION OF LIABILITY

Except for personal injury or death, or violation of IP rights, 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 the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the total price the City has paid to Motorola for the Original Contract Term and any renewals/extensions (City's total expenditures under this contract) preceding the incident giving rise to the claim. 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, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CSSA TERMS AND CONDITIONS, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS CSSA TERMS AND CONDITIONS. This limitation of liability provision survives the expiration or termination of the CSSA TERMS AND CONDITIONS and applies notwithstanding any contrary provision.

Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this CSSA Terms and Conditions. All Deliverables will be deemed to be Motorola's Confidential Information; however, City cannot guarantee that it will not be compelled to disclose all or part of any public record under the Texas Public Information Act, since information deemed to be confidential by Motorola may not be considered confidential under Texas law, or pursuant to a Court order. During the term of this CSSA Terms and Conditions and for a period of three (3) years from the expiration or termination of this CSSA Terms and Conditions, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this CSSA Terms and Conditions; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) 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; (v) 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 CSSA Terms and Conditions; and (vi) only use the Confidential Information as needed to fulfill this CSSA Terms and Conditions.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this CSSA Terms and Conditions; (ii) is explicitly approved for release by written authorization of Discloser; (iii)

is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this CSSA Terms and Conditions.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this CSSA Terms and Conditions. Within ten (10) days of receipt of Discloser's written request, Recipient will return 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 one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this CSSA Terms and Conditions. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this CSSA Terms and Conditions.

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

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

16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data solely to the extent necessary to provide the Services in accordance with the terms and conditions of this CSSA Terms and Conditions. Customer Data includes all GPS / location data created by City or its agents.

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

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

Section 17 GENERAL

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

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this CSSA Terms and Conditions 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. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this CSSA Terms and Conditions.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this CSSA Terms and Conditions 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.

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

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this CSSA Terms and Conditions 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 CSSA Terms and Conditions will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This CSSA Terms and Conditions will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

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

17.7. NOTICES. Notices required under this CSSA Terms and Conditions 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 Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this CSSA Terms and Conditions 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.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

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

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may impact Motorola's ability to perform Services or other obligations under the CSSA Terms and Conditions. In such cases, a revision to the appropriate provisions of the CSSA Terms and Conditions, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this CSSA Terms and Conditions for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. The RFO, Addendums No. 1 & 2 to the RFO, this CSSA Terms and Conditions and its exhibits make up the entirety of the agreement between the parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc.,

("Motorola"), and the City of San Antonio, a Texas Municipal Corporation ("City" or "Licensee").

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

Section 1 DEFINITIONS

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

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

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

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

1.5 "Primary Agreement" means the CSSA Terms and Conditions to which this exhibit is attached.

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

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

Section 2 SCOPE

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

Section 3 GRANT OF LICENSE

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

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable

Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

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

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

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

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

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the

Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin as stated in the City's RFO No. 6100016602 and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

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

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

Section 9 Commercial Computer Software

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

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

Section 10 CONFIDENTIALITY

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

Section 11 LIMITATION OF LIABILITY

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

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

Exhibit B
PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola in accordance with the Texas Prompt Payment Act within thirty (30) days of the time for payment of each invoice. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Customer will make payments when due in the form of a check, cashier’s check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

System Purchase (excluding Subscribers, if applicable)

1. **25% of the Contract Price due upon contract execution (due upon effective date);**
2. **60% of the Contract Price due upon delivery of equipment from Staging;**
3. **10% of the Contract Price due upon installation of equipment; and**
4. **5% of the Contract Price due upon Final Acceptance.**

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

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

**For Lifecycle Support Plan and Subscription Based Services:
Motorola will invoice Customer annually in advance of each year of the plan.**

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

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

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours.

Travel expenses are not included in these rates and may be charged separately; provided, however, the amount of reimbursement by City shall not exceed the amounts authorized by the current GSA Travel Regulations per diem and it is approved by City in advance. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.

EXHIBIT D

System Acceptance Certificate

Customer Name: _____

Project Name: _____

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

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

Customer Representative:

Motorola Representative:

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

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

FINAL PROJECT ACCEPTANCE:

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

Customer Representative:

Motorola Representative:

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

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

Subscription Services Addendum

This Subscription Services Addendum to the Communications System and Services Agreement or other previously executed and currently in force agreement, as applicable (“Primary 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 or in the Primary Agreement (“**Customer**”) (“**SSA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Primary Agreement.

1. Addendum.

1.1. Scope. City’s RFO No. 6100016602 (the “RFO”) and this SSA governs Customer’s purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola and provides additional and/or different terms and conditions that govern the sale of Subscription Services. This SSA will be subject to, and governed by, the terms of the City’s RFO 6100016602 and the Primary Agreement. To the extent there is a conflict or inconsistency between the terms and conditions of the SSA and an associated Ordering Document, the terms and conditions of the Ordering Document will take precedence over the SSA. Additional Subscription Services-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer.

1.2. Definitions. Capitalized terms used in this SSA shall have the following meanings:

1.2.1. “**Authorized Users**” shall mean Customer’s employees, full-time contractors engaged for the purpose of supporting the Subscription 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.

1.2.2. “**Customer Contact Data**” shall mean data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes.

1.2.3. “**Customer Data**” shall mean 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 Subscription Services. . Customer Data includes all GPS / location data created by City or its agents. 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;

1.2.4. “**Customer-Provided Equipment**” shall mean certain components, including equipment and software, not provided by Motorola that may be required for use of the Subscription Services.

1.2.5. “**Documentation**” shall mean documentation for the Subscription Services, Motorola 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.

1.2.6. “**Equipment**” shall mean hardware provided by Motorola.

- 1.2.7. **“Feedback”** shall mean comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services.
- 1.2.8. **“Fees”** shall mean fees and charges applicable to the Subscription Services and set forth in in City’s RFO No. 6100016602, Attachment A – Price Schedule .
- 1.2.9. **“Motorola Data”** shall mean data owned or licensed by Motorola;
- 1.2.10. **“Ordering Documents”** shall mean statements of work, technical specifications, and other ordering documents setting forth the Subscription Services to be purchased by Customer and provided by Motorola.
- 1.2.11. **“Process” or “Processing”** shall mean 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.
- 1.2.12. **“Service Use Data”** shall mean data generated by Customer’s use of the Subscription Services or by Motorola’s support of the Subscription Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use;
- 1.2.13. **“Subscription Services”** shall mean hosted software-as-a-service provided to Customer, and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis.
- 1.2.14. **“Subscription Software”** shall mean software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis associated with the Subscription Services.
- 1.2.15. **“Third-Party Data”** shall mean information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Services.

2. Delivery of Subscription Services.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Services set forth in an Ordering Document, in accordance with the terms of this SSA. 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 Services or upon Motorola otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Services.

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

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Services, 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 Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services 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 Services 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 provided herein.

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. Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this SSA or in the Ordering Documents, title to any Equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this SSA will be governed by the terms and conditions set forth in the Primary Agreement.

3. Subscription Software License, Restrictions, and Obligations.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with this SSA, 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 Services remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in this SSA, 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.

3.3. 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 in connection with their use of the Subscription Services. Customer will not, and will not allow others

including the Authorized Users, to make the Subscription Software and Subscription Services 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 Subscription Services 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 or Subscription Services with other software; copy, reproduce, distribute, lend, or lease the Subscription Software, Subscription Services or Documentation for or to any third party; take any action that would cause the Subscription Software, software used to provide the Subscription Services, or Documentation to be placed in the public domain; use the Subscription Software or Subscription Services to compete with Motorola; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software or Subscription Services to store or transmit malicious code; or attempt to gain unauthorized access to the Subscription Software, Subscription Services or its related systems or networks.

3.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Subscription Services under this SSA, 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 Subscription Services under this SSA, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

3.5. 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 Subscription Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Subscription 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 Subscription Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Subscription Services, including the right for Motorola to access, store, and process such Non-Motorola Content, and to otherwise enable interoperation with the Subscription 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 Subscription 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 Subscription 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 Subscription Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Subscription 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 Subscription 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 14.3 – Intellectual Property Infringement of the Primary Agreement.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the Subscription Services and any associated recurring Services ordered under this SSA (or the first Subscription Services or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Services (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 Services and any recurring Services may be renewed for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"). (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 as described in City's RFO No. 6100016602, Attachment A – Price Schedule. 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 or subsequent Subscription Services or recurring Services under this SSA during an in-process Subscription Term, the subscription for each such additional or subsequent Subscription Services or recurring Service will (a) commence upon delivery of such Subscription Services or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"). Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services and recurring Services hereunder will be synchronized.

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

4.3. Termination. Notwithstanding the termination provisions of the Primary Agreement, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Services terms of service, Subscription Software license scope, or other terms set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Services poses, or may pose, a security or other risk or adverse impact to any Subscription Services, 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 Services and Documentation, and that Customer's breach of this SSA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SSA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one-year, early termination by Customer will result in an early termination fee, representing a return of the discount off of list price.

4.5. Cancellation Fee. If a minimum Initial Subscription Period applies and Customer terminates prior to the end of the minimum Initial Subscription Period, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the minimum Initial Subscription Period.

4.6. No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Term, other subscription period set forth in the Ordering Documents, or otherwise agreed to in writing by the Parties, no refund or credit will be provided.

4.7. Suspension of Services. Motorola may terminate or suspend any Subscription Services or 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 Services is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.8. Wind Down of Subscription Services. In addition to the termination rights in the Primary Agreement, 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 Services or Services to customers.

4.9. Effect of Termination or Expiration. Upon termination for any reason or expiration of the Primary Agreement, this SSA, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this SSA, 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 Subscription Services already delivered. Parties have a duty to mitigate any damages under this SSA, including in the event of default by Motorola and Customer's termination of this SSA.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the Primary Agreement), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Services and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Services and any recurring Services if Customer fails to make any payments when due.

5.2. No Price Guarantee. Notwithstanding any language to the contrary, the pricing and Fees associated with this SSA will not be subject to any most favored pricing commitment or other similar low price guarantees.

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

5.4. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) days after the

time for payment. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed; or (3) the date City receives a correct and valid invoice for the goods or services. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing on the time for payment. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document.

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

6. Liability.

6.1. 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 the total price the City has paid to Motorola for the Original Contract Term and any renewals/extensions (City's total expenditures under City's RFO No. 6100016602) preceding the incident giving rise to the claim with respect to all subscription or other ongoing Services.

6.2. ADDITIONAL EXCLUSIONS. THE SUBSCRIPTION SERVICES ARE PROVIDED "AS-IS". IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE PRIMARY AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF PRIMARY AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SUBSCRIPTION SOFTWARE OR SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; (E) BETA SERVICES; (F) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SUBSCRIPTION SERVICES; (G) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF SUBSCRIPTION SERVICES WITH ANY OF THE FOREGOING; (H) LOSS OF DATA OR HACKING; (I) MODIFICATION OF SUBSCRIPTION SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (J) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; (K) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS SSA OR MISUSE OF THE SUBSCRIPTION SERVICES.

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

7. Proprietary Rights; Data; Feedback.

7.1. 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 Subscription 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 Ordering Document or under the Primary Agreement, 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 SSA 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 Subscription Services or other Motorola Materials, or permit any third party to do so.

7.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this SSA including the right to Process and use the Customer Data as set forth in Section 7.3 – 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 7.3.3 – Sub-processors.

7.3. Processing Customer Data.

7.3.1. 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 Subscription Services under this SSA, (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 SSA, 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 Amendment process. Customer represents to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

7.3.2. Collection, Creation, Use of Customer Data. Customer further represents that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Subscription Services), and Motorola's use of such Customer Data in accordance with this SSA, will not violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents 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 this SSA.

7.3.3. 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 SSA. 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.

7.4. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under this SSA, Motorola will delete all Customer Data following termination or expiration of this SSA, 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 17.7 – Notices of the Primary Agreement. 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.

7.5. 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 to Motorola that it has complied and will continue to comply with this Section.

7.6. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Subscription 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 an Ordering Document or Subscription Services-specific 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 SSA. 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 this SSA, 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 this SSA to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the

Subscription 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.

7.7. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola. 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.

7.8. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this SSA or Primary Agreement to the contrary, all fixes, modifications and improvements to the Subscription Services 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.

7.9. 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 Primary Agreement to allocate the respective roles as joint controllers.

8. Security.

8.1. Industry Standard. Motorola will maintain industry standard security measures to protect the Subscription Services from intrusion, breach, or corruption. During the term of this SSA, if the Subscription Services enables access to Criminal Justice Information (“CJI”), as defined by the Criminal Justice Information Services Security Policy (“CJIS”), Motorola will provide and comply with a CJIS Security Addendum. Any additional security measure desired by Customer may be available for an additional fee.

8.2. Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

8.3. Security Measures. Parties are independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Parties must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Customer Contact Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer’s failure to maintain industry standard security measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Subscription Services if Customer’s failure to maintain or comply with industry standard security and control measures negatively impacts the Subscription Services or Motorola’s own security measures.

8.4. Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

9. General Provisions.

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

9.2. Cumulative Remedies. Except as specifically stated in this SSA, all remedies provided for in this SSA 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 SSA, the election by a Party of any remedy provided for in this SSA 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.

9.3. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Services, 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. Parties will maintain during the Subscription Term, and for four (4) years thereafter, accurate records relating to any software licenses granted under this SSA to verify compliance with this SSA. Motorola or a third party (“Auditor”) may upon reasonable notice inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor.

9.4. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term; Section 5 – Payment; Section 6.1 – Additional Exclusions; Section 7 – Proprietary Rights; Data, Feedback, Section 8 – General Provisions**, and where the context of any section indicates an intent that such section shall survive the term of this SSA, then such section shall survive.

Subscription Services Addendum

Exhibit A: Verizon Service Terms - APXNext

For purposes of this Addendum, "Service" means wireless services provided directly or indirectly by Verizon which may include but is not limited to data transmission services between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. Customer acknowledges that Motorola is not a Telecommunications Services Provider, as defined in the 47 U.S.C.A. sec. 163, and to include within that definition, but not be limited to, Inter-exchange Carrier, BLEC, CLEC, ILEC and/or DLEC, or wireless service provider pursuant to licenses issued by the FCC pursuant to the FCC's rules.

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's network.

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 THE COMPANY PRODUCT OR SERVICE. WITH RESPECT TO VERIZON.

Content Disclaimer. Neither Verizon nor Motorola 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. Verizon 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 Customer regarding Services.

Network Monitoring. Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its 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 this Agreement and represents that it will have at all relevant times the necessary consents from all end users.

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 this clause.

Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI"). [Not Applicable to Arizona customers.] Verizon and its affiliates (the "Verizon Companies") may need Customer's permission to share information about Customer as described below. The Federal Communications Commission ("FCC") and various states require Verizon to protect certain information that is made available to it solely by virtue of Customer relationship with it. This information is known as Customer Proprietary Network Information ("CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The Verizon Companies acknowledge that Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the Verizon Companies not to use Customer's CPNI or to limit use and disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Customer designates. By its signature on this Agreement, Customer grants the Verizon Companies permission, solely for the purpose of offering Customer current and future products and services available from the Verizon Companies and from the Vodafone Companies, to use, to permit access to and to disclose Company's CPNI among the Verizon Companies, to their agents, contractors, and partners, and to the Vodafone Companies. (The "Vodafone Companies" refers to Vodafone Group PLC, Vodafone Group Service Limited, their affiliates and partner networks).

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 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 SECTION 11 OF THE AGREEMENT, NEITHER MOTOROLA 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, (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, 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 E911, OR OTHER EMERGENCY NUMBERS OR SERVICES; OR INTENTIONAL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S OR MOTOROLA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.