AGENDA ITEM:

XII

New Business item A

<div align="center">

Jasper County
Tax Sale Results
2021

</div>

Properties sold on November 1, 2021

Real Property	230 properties sold
Mobile Homes	102 sold

Total proceeds of sale	$	3,241,410.09
Delinquent taxes owed and paid from proceeds	$	164,464.45

Properties turned over to the Forfeited Land Commission (FLC)

Real Property	7 unsold properties
Mobile Homes	8 unsold

AGENDA ITEM:

XII

New Business item B

Jasper County
Clerk to Council

358 Third Avenue
Ridgeland, South Carolina 29936
Phone (843) 717-3696

Wanda Simmons
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	12.06.2021
Project:	Proposed 2022 County Council Meeting Calendar
Request:	Council to review 2022 Meeting Calendar
	for approval at the first meeting in January
Submitted For:	Review only
Recommendation:	Review for the next meeting for approval in January

Description:

Please see the attached Proposed 2022 County Council Meeting Calendar for your review. This item will be on the next agenda at our first meeting in January 2022 for your approval.

This is for review only and there is no action is needed at this time.

DUE TO THE COVID-19 CONSIDERATIONS, UNLESS OTHERWISE NOTED ON THE PUBLISHED AGENDA FOR EACH MEETING, ALL IN-PERSON COUNCIL   MEETINGS ARE REPLACED WITH EITHER ELECTRONIC OR HYBRID ELECTRONIC/PHYSICAL MEETINGS, *INCLUDING MEETINGS SHOWING BELOW FOR OTHER LOCATIONS.*

Watch Live via YouTube at:

https://www.youtube.com/channel/UCBmloqX05cKAsHm_ggXCJlA

2022 County Council Meeting Schedule

THE JASPER COUNTY COUNCIL MEETS ON THE FIRST MONDAY OF EACH MONTH AND THE THIRD MONDAY OF EACH MONTH AT 6:30PM. IF THE FIRST OR THIRD MONDAY FALLS ON A HOLIDAY, THE COUNCIL WILL MEET ON TUESDAY OF THAT WEEK.

- JANUARY 3, 2022 – 6:30PM
- JANUARY 18, 2022 – 6:30PM (Tuesday)
- FEBRUARY 7, 2022 – 6:30PM
- FEBRUARY 22, 2022 – 6:30PM (Tuesday)
- MARCH 7, 2022 – 6:30PM - HARDEEVILLE
- MARCH 21, 2022 – 6:30PM
- APRIL 4, 2022 – 6:30PM
- APRIL 18, 2022 – 6:30PM
- MAY 2, 2022 – 6:30PM
- MAY 16, 2022 – 6:30PM - HARDEEVILLE
- JUNE 6, 2022 – 6:30PM
- JUNE 20, 2022 – 6:30PM
- JULY 18, 2022 – 6:30PM
- AUGUST 8, 2022 – 6:30PM
- AUGUST 15, 2022 – 6:30PM
- SEPTEMBER 6, 2022 – 6:30PM (Tuesday)
- SEPTEMBER 19, 2022 – 6:30PM - HARDEEVILLE
- OCTOBER 3, 2022 – 6:30PM
- OCTOBER 17, 2022 – 6:30PM
- NOVEMBER 7, 2022 – 6:30PM - HARDEEVILLE
- NOVEMBER 21, 2022 – 6:30PM
- DECEMBER 6, 2022 – 6:30PM

DATES AND TIMES ARE SUBJECT TO CHANGE
SPECIAL MEETINGS CAN BE CALLED WITH 24 HOURS PUBLIC NOTICE
FOR ADDITIONAL INFORMATION CONTACT: 843-717-3696
EQUAL OPPORTUNITY EMPLOYER – SPECIAL ACCOMODATIONS AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES

AGENDA ITEM:

XII

New Business item C

Wanda Simmons
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	12.06.2021
Project:	Planning Commission New Appointment and 2 Reappointments
Request:	To appoint a new Planning Commission Member and make two (2) reappointments
Replacement For:	Seat # 07-PC
Reappointment For:	Seat # 01-PC and Seat 02-PC
Recommendation:	Approval of a New Planning Commission Member and Reappointment of 2 Current Members

Description:
We have a seat that is vacant on the Planning Commission (Seat # 07-PC).
We currently have one potential candidate for this seat for the remainder of this 4-year term:

Arthur Rothenberg
Please note that Mr. Arthur Rothenberg has also applied for the open position on the Board of Zoning Appeals on the next item on the agenda

Request: We ask that this candidate be appointed to the seat of 07-PC for the remainder of this 4-year term beginning on 12.06.2021 with the term ending on 12.31.2024

We also have 2 current members that need to be reappointed to their seats for a 4-year term:

Thomas Jenkins   Seat # 01-PC
Randy Waite   Seat # 02-PC

Request: We ask that these current members be reappointed to their current seats with the noted term end dates shown below in order to keep the staggered terms on schedule:

Seat # 01-PC – Thomas Jenkins   with a term end date of 12.31.2025
Seat # 02-PC – Randy Waite   with a term end date of 12.31.2025

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION

CITIZEN BIOGRAPHICAL SKETCH:
Request for Appointment ( ) or Re-Appointment ( )
Please print or type

Committee(s): Planning Commission - BOZA

Recommended By: _____

Name: Arthur _____ H _____ Rothenberg
FIRST   MIDDLE   LAST

Home address: 700 Village Green Lane Bluffton SC 29909

Mailing address (if different) _____

Telephone: _____ _____ 502 648 5798
HOME   BUSINESS   CELL

Email Address: resull524 @ AOL. com

Employer: SIE - Commercial Realtor (Louisville, Ky)

Employer Address: _____

Occupation: REAL ESTATE _____ Education: College Grad.

Boards, Committee's, Civic Clubs, Etc. Sun City HH Modifications Committee
(use back of sheet if necessary)
Experience: _____
(use back of sheet if necessary)
Other Activities: _____
(use back of sheet if necessary)

County Council District: _____

Are you a registered voter: YES _____ In what precinct do you vote: SS LAKE HOUSE

**Do you have an interest in any business that has, is or will do business with the County of Jasper or
the Entity for which you have been nominated?** NO **If so, please list on the back of this sheet.**

I have received a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy
of the responsibilities and duties related to the Board or Commission that I am volunteering to serve on. I agree to
uphold and abide by the responsibilities to the best of my abilities. I understand that the law and constitution of
South Carolina provide for appointments by County Council because it is elected by the People. Council is thus
answerable to the people and Boards, Committees and Commissions are answerable to the Council. The American
system of checks and balances thus encourages and enables administration while constraining appointees for cross
purposes with council. I further agree to be bound by the rules and regulations of Jasper County Council.

Applicant's Signature: _____

Return via mail or email to:
Wanda Simmons, Clerk to Council
Jasper County Council
PO Box 1149, Ridgeland, SC. 29936
Email: wsimmons@jaspercountysc.gov

I have over 30 years of experience in Commercial Land Development. I have worked with rezoning procedures, compliancy with zoning regulations and acted as an intermidator between zoning Officials & clients.

I would like to be a voice that helps mold the future of Jasper County.

Pardon my penmanship.

Art Rothen

PLANNING COMMISSION - JASPER COUNTY

Seat #	Member Name	Reappt.Req	Appt. Date	Term End Date	Next Term End Date
01-PC	Thomas Jenkins	YES	2018	12.31.2021	12.31.2025
02-PC	Randy Waite	YES	2018	12.31.2021	12.31.2025
03-PC	**Sharon Ferguson**	**NO**	**05.17.2021**	**12.31.2025**	**12.31.2029**
04-PC	Dr. Earl Bostick	N/A	01.01.2020	12.31.2023	12.31.2027
05-PC	Alex Pinckney	N/A	01.01.2020	12.31.2023	12.31.2027
06-PC	Deborah Butler	N/A	2019	12.31.2022	12.31.2026
07-PC	Open	NEW	01.01.2021	12.31.2024	12.31.2028

Randy Smith resigned seat 07-PC on PC
in October 2021

AGENDA ITEM:

XII

New Business item D

Wanda Simmons
Clerk to County Council
wsimmons@jaspercountysc.gov

Jasper County Council

Staff Report

Meeting Date:	12.06.2021
Project:	Board of Zoning Appeals New Appointment and 2 Reappointments
Request:	To appoint a new Planning Commission Member and reappoint three (3) current members
New Appointment For:	Seat # 01-BZA
Reappointment For:	Seats # 02-BZA; 03-BZA; and 04-BZA
Recommendation:	Approval of a New Board of Zoning Appeals Member and Reappointment of 2 Current Members

Description:
We have a seat that is vacant on the Board of Zoning Appeals (Seat # 01-BZA).
We currently have two candidates for this seat for a 4-year term:

Arthur Rothenberg
Scott Cuff

Request: We ask that one candidate be appointed to the seat of 01-BZA for a 4 year term beginning on 12.06.2021 and the term ending on 12.31.2025

We also have 3 current members that need to be reappointed to their seats for a 4-year term:

Jeff Richardson   Seat # 02-BZA
Carmen Malphrus   Seat # 03-BZA
Barbara Bartoldus   Seat # 04-BZA

Request: We ask that these current members be reappointed to their current seats with the noted term end dates shown below in order to keep the staggered terms on schedule:

Seat # 02-BZA – Jeff Richardson   with a term end date of 12.31.2023
Seat # 03-BZA – Carmen Malphrus   with a term end date of 12.31.2023
Seat # 04-BZA – Barbara Bartoldus   with a term end date of 12.31.2024

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION

CITIZEN BIOGRAPHICAL SKETCH:
Request for Appointment ( ) or Re-Appointment ( )
Please print or type

Committee(s): Planning Commission - BOZA

Recommended By: _____

Name: Arthur   H   Rothenberg
        FIRST   MIDDLE   LAST

Home address: 700 Village Green Lane Bluffton SC 29909

Mailing address (if different) _____

Telephone: _____   _____   502 648 5798
              HOME   BUSINESS   CELL

Email Address: resu4624@AOL.com

Employer: SIE - Commercial Realtor (Louisville, Ky)

Employer Address: _____

Occupation: REAL ESTATE   Education: College Grad.

Boards, Committee's, Civic Clubs, Etc. Sun City HH Modifications Committee
(use back of sheet if necessary)
Experience: _____
(use back of sheet if necessary)
Other Activities: _____
(use back of sheet if necessary)

County Council District: _____

Are you a registered voter: YES   In what precinct do you vote: SS LAKE HOUSE

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? NO **If so, please list on the back of this sheet.**

I have received a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that I am volunteering to serve on. I agree to uphold and abide by the responsibilities to the best of my abilities. I understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards, Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. I further agree to be bound by the rules and regulations of Jasper County Council.

Applicant's Signature: _____

Return via mail or email to:
Wanda Simmons, Clerk to Council
Jasper County Council
PO Box 1149, Ridgeland, SC. 29936
Email: wsimmons@jaspercountysc.gov

I have over 30 years of experience in Commercial Land Development. I have worked with rezoning procedures, compliance with zoning regulations and acted as an intermidator between zoning officials & clients.

I would like to be a voice that helps mold the future of Jasper County.

Pardon my penmanship.

Art Rothand

COMMITTEE / BOARD / COMMISSION
APPOINTMENT APPLICATION

CITIZEN BIOGRAPHICAL SKETCH:
Request for Appointment (✗) or Re-Appointment ( )
Please print or type

Committee(s): _Board of Zoning Appeals_

Recommended By: _____

Name: _Scott_   _F._   _Cuff_
    FIRST   MIDDLE   LAST

Home address: _4224 Cuff Pen Bay Rd Pineland, SC 29934_

Mailing address (if different) _____

Telephone: _(843) 540-1950_
    HOME   BUSINESS   CELL

Email Address: _CSEx327@yahoo.com_

Employer: _Good Shepherd_

Employer Address: _84 Coopers Hawk Ridgeland SC_

Occupation: _Operator/Sales_   Education: _Some College_

Boards, Committee's, Civic Clubs, Etc. _____
(use back of sheet if necessary)
Experience: _____
(use back of sheet if necessary)
Other Activities: _____
(use back of sheet if necessary)

County Council District: _Pineland_

Are you a registered voter: _Yes_   In what precinct do you vote: _Pineland_

Do you have an interest in any business that has, is or will do business with the County of Jasper or the Entity for which you have been nominated? _No_ *If so, please list on the back of this sheet.*

I have received a copy of the Boards and Committee Ordinance # 07-40, the Freedom of Information Act and a copy of the responsibilities and duties related to the Board or Commission that I am volunteering to serve on. I agree to uphold and abide by the responsibilities to the best of my abilities. I understand that the law and constitution of South Carolina provide for appointments by County Council because it is elected by the People. Council is thus answerable to the people and Boards, Committees and Commissions are answerable to the Council. The American system of checks and balances thus encourages and enables administration while constraining appointees for cross purposes with council. I further agree to be bound by the rules and regulations of Jasper County Council.

Applicant's Signature: _Scott Cuff_

Return via mail or email to:
Wanda Simmons, Clerk to Council
Jasper County Council
PO Box 1149, Ridgeland, SC. 29936
Email: wsimmons@jaspercountysc.gov

BOARD OF ZONING APPEALS - JASPER COUNTY

Seat #	Member Name	Appt. Date	Term End Date	Next term end date
01-BZA	Vacant Seat		2018	12.31.2025
02-BZA	Jeff Richardson		2018	12.31.2023
03-BZA	Camen Malphrus		2018	12.31.2023
04-BZA	Barbara Bartoldus		2020	12.31.2024
05-BZA	Charles Halsey	10/5/2020	12.31.2024	

No compensation
meets as needed

**Charles Halsey current term end date
should be 10.05.2024 but has been
reset to 12.31.2024

AGENDA ITEM:

XII

New Business item E

Jasper County Emergency Services

1509 Grays Hwy (P.O.B. 1509)
Ridgeland, SC 29936
Office: 843-726-7607 Fax: 843-726-7966
Chief Russell W. Wells, Director

1, December 2021

To: Honorable County Council

Re: Motorola 911 Phone System Refresh

Dear Council Members,

The current 911 phone system has been in service nonstop for the past 7 years. The Service life of these types of systems is five years. Our current phone system is due for refresh. This refresh is a combination of hardware and software updates of our current operating platform. Additional benefits of this refresh will bring geodiversification of some hardware, texting to 911, & video to 911 capabilities*. This refresh is eligible for the 80% reimbursement from the state as in previous projects regarding 911 phone service. We currently expense approximately $33,889.30 in annual maintenance agreements. Our next payment for the agreement is set for renewal in March of 2022. With this refresh; five years of maintenance and support are included. We humbly ask the council to approve the attached 911 phone system refresh project in the amount of *$500,818.11.*

Refresh Cost:	$500,818.11
State Reimbursement:	$400,654.49
5 Yr Service agreement savings:	$169,446.50
Total cost savings	<-$69,282.88>

Sincerely,

Russell W. Wells

November 12, 2021

Russell Wells, E-911 Director
Jasper County Emergency Services
Communications Division
1509 Grays Hwy
P.O. Box 1509
Ridgeland, SC 29936

RE Subject: VESTA 9-1-1 System Hardware Refresh and Operating System Migration
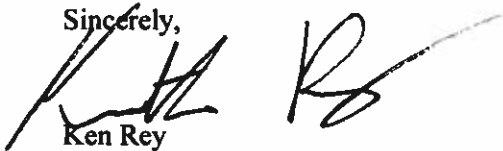
Dear Russell;

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to present Jasper County E-911 with this firm proposal for a system hardware and operating system refresh for the County's VESTA 9-1-1 system. The development of this document provided us an opportunity to evaluate your business needs and explore the means by which we can best fulfill the County's needs related to the ongoing successful use of VESTA 9-1-1 in the critical role of processing 9-1-1 calls, text messages, and streaming media content from the residents of and visitors to the county.

The information in this proposal is provided to assist you in moving forward with your VESTA 9-1-1 system hardware refresh, operating system migration, ensuring ESInet compatibility, and ongoing system support moving forward. We have provided a migration plan in our proposal that takes into consideration Jasper County's requirements, coordinated with a detailed analysis and pricing.

As the industry's premier supplier of radio communications and integrated solutions, Motorola Solutions possesses many unique capabilities. These capabilities allow us to offer our customers effective solutions to their complex operational issues. Our primary goal is to provide the County with a solution that improves the safety level of your constituents. Simultaneously, we are committed to contributing to the Jasper County's increase in productivity and organizational profitability, while always ensuring customer satisfaction.

This proposal is valid until 12/31/2021 and subject to the terms and conditions set forth within. Questions or inquiries may be addressed to Jeff Holshouser, Motorola Solutions Senior Account executive, (919)535-8592 or Jeff.Holshouser@motorolasolutions.com. We look forward to your positive review of our proposal, and to helping Jasper County achieve its emergency communications goals and objectives.

Sincerely,

Ken Rey

Vice President, Motorola Solutions Sales and Services

MOTOROLA *SOLUTIONS*

JASPER COUNTY, SOUTH CAROLINA

HARDWARE REFRESH
FIRM PRICE PROPOSAL

TABLE OF CONTENTS

Jasper County, South Carolina
Next Generation VESTA 9-1-1

November 10, 2021
Use or disclosure of this proposal is subject
to the restrictions on the cover page.

Motorola Solutions Confidential Restricted

Table of Contents   i

SECTION 1

INTRODUCTION

Motorola Solutions is proud to present a VESTA® 9-1-1 call handling hardware refresh in response to Jasper County's request. As part of this proposal, the following features are being offered.

- Cloud Base Services – Citizen Input and Smart Transcription

- SMS

- VESTA RapidSOS for Enhance Citizen data – Advanced VESTA License is required to be purchased to receive this feature

Today, the VESTA 9-1-1 solution is the industry standard comprehensive NG9-1-1 solution. It offers PSAP's increased product features, operational efficiencies, and reliability along with stable, centralized call handling for individual or multiple PSAP locations.

The VESTA 9-1-1 solutions are designed to meet growing community needs and emerging 9-1-1 technology. Jasper County is assured the solutions proposed herein will comply and meet both the E9-1-1 requirements of today and the NG9-1-1 requirements of tomorrow. By selecting Motorola Solutions, Jasper County can be confident they are partnering with the leading provider of Public Safety 9-1-1 solutions and selecting the highest possible level of service to the visitors, citizens, and public safety professionals of their region.
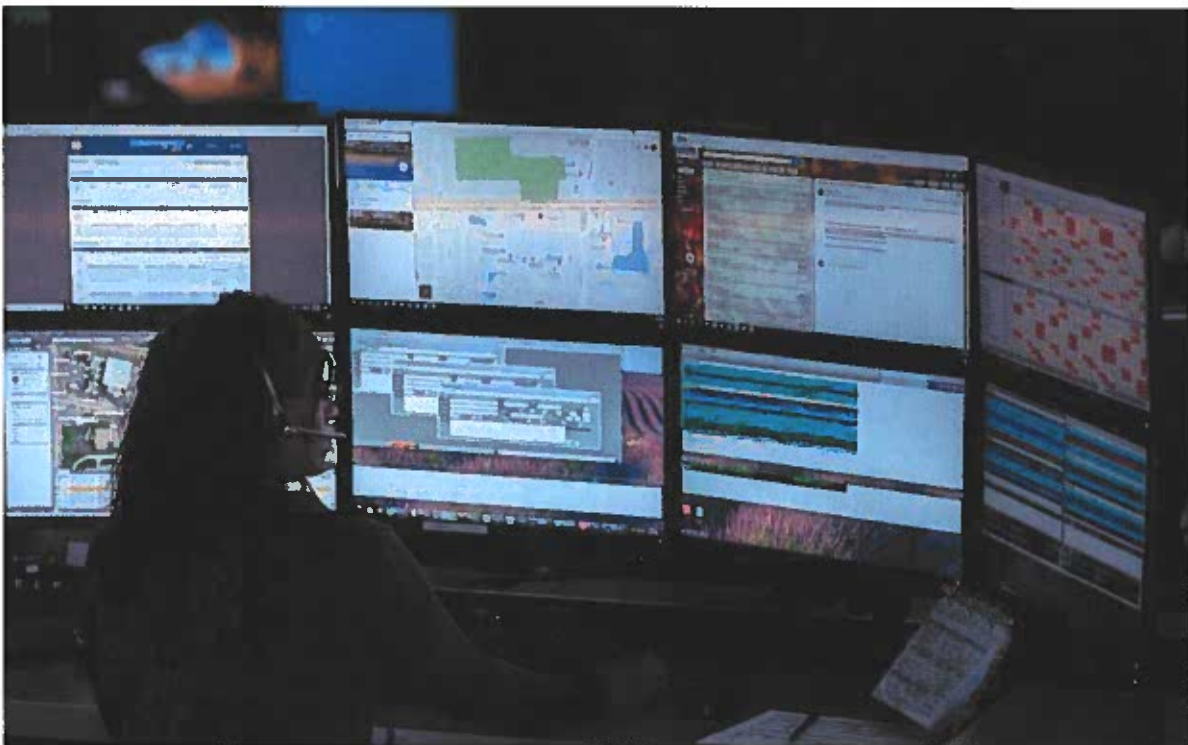
VESTA 9-1-1 is an integral part of Motorola Solutions' end-to-end Public Safety Software Enterprise driving the integration of a complete Command Center suite. From answering thousands of emergency calls and text messages to processing video, disparate evidence and records, Motorola Solutions is helping agencies

Next Generation VESTA 9-1-1

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

transform into intelligence-driven command centers, enabling them to make more informed decisions resulting in better outcomes. Learn more about Motorola Solutions' wide-ranging product portfolio.

END-TO-END PUBLIC SAFETY SOFTWARE SUITE

COMMANDCENTRAL

MOTOROLA SOLUTIONS

Frontline Responder   LTE   LMR

Incident Awareness		Incident Management		Post-Incident Reporting		
COMMUNITY ENGAGEMENT	**EMERGENCY CALL MANAGEMENT**	**VOICE & COMPUTER AIDED DISPATCH**	**REAL-TIME INTELLIGENCE OPERATIONS**	**RECORDS & EVIDENCE MANAGEMENT**	**ANALYSIS & INVESTIGATION**	**JAIL & INMATE MANAGEMENT**
Citizen	911 Call Taker	Dispatcher	Intelligence Analyst	Records Specialist	Crime Analyst	Corrections Officer

PUBLIC SAFETY PLATFORM

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

Next Generation VESTA 9-1-1

1-2   Introduction

Motorola Solutions Confidential Restricted

SECTION 2

SOLUTION DESCRIPTION

2.1 BACKGROUND

Jasper County, SC is currently a standalone single backroom VESTA System with software version R6.1, Analytics Standard R2.4

Jasper County currently operates four (4) Call Taker positions, with VESTA Analytics

2.2 SOLUTION REVIEW

Jasper County has requested a hardware refresh on their existing VESTA system, which has recently surpassed the 5-year mark. This hardware refresh per the request of Jasper County will expand their current VESTA system from a four (4) call taker positions to a seven (7) call taker positions adding three (3) New Positions at the main location. Along with this expansion Jasper County has also asked that we convert their existing single backroom system to a Geo-Diverse system adding a Side B site to be located at the Beaufort County, South Carolina site which will house two (2) New Call-Taker positions.

The new system will include the replacement of all workstations, servers, gateways, and switches at the main location as well as the new hardware for the main site expansion to (7) call taker positions and the hardware needed for the creation of a Geo-Diverse system Side B

The new solution will leverage existing investment and licensing where applicable while offering support for both current and future NG9-1-1 and ESInet technologies.

As part of this proposal, Motorola Solutions has included as an Option the Installation & Maintenance Training for (2) Students to be done at our Temecula, CA or Brentwood, TN office. Jasper County will be responsible for travel and lodging expenses

Jasper County will reuse/provide the following peripherals:

- Administrative Printer
- Reuse the Netclock 9483+3 port side A
- Reuse Existing Headset
- ALI Modem
- UPS
- Reuse existing HASP Key for IRR

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Solution Description   2-1
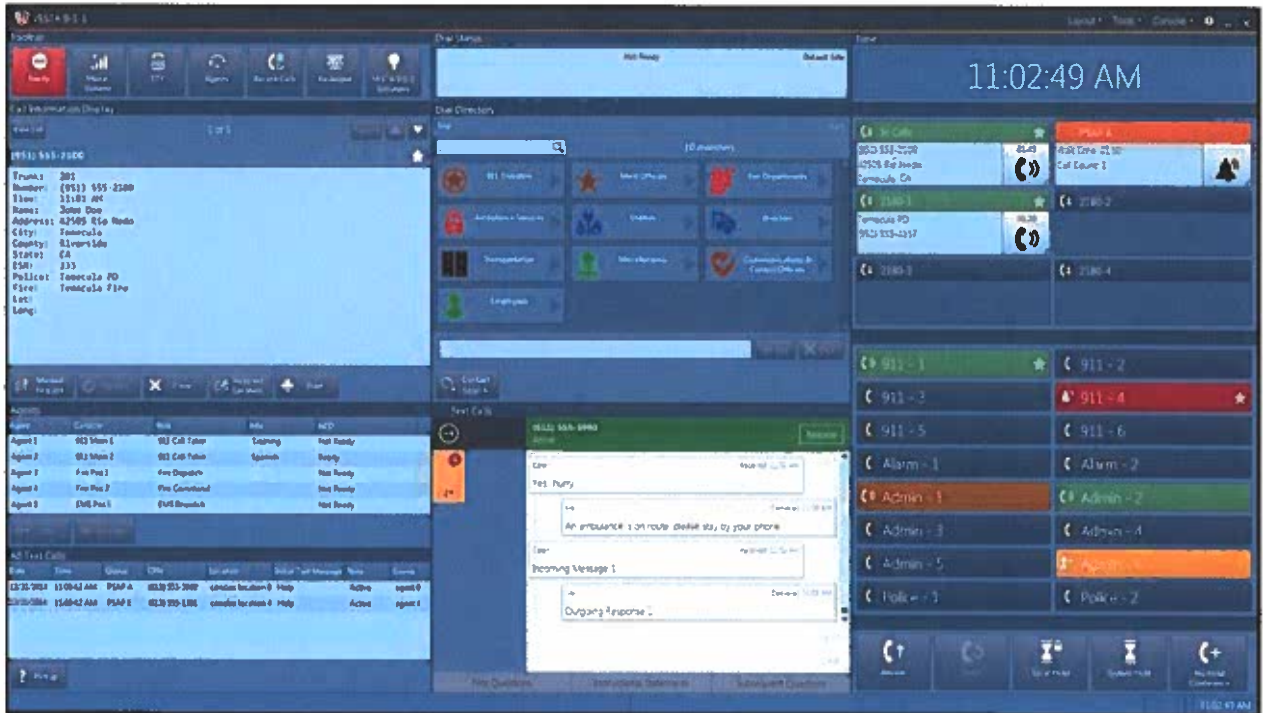
Fully Configurable VESTA 9-1-1 Solution

2.3   SUMMARY OF OFFER

The proposal includes hardware outlined for the Hardware Refresh at the main location and the New Hardware for the Geo-Diverse Side B

Jasper County – Side A (Main)

- (7) Call Taker positions with single 22-inch LED monitors, VESTA 9-1-1 Enhanced Operations license

  At each position:

  - 24-key Genovation keypad
  - Sound Arbitration Unit (SAM)
  - Handset and Cord
  - VESTA® Analytic per seat license (4 upgrade and 3 New Licenses)
  - VESTA® 9-1-1 IRR per seat license (4 upgrade and 3 New Licenses)

- VESTA® SMS - integrated Text-To-9-1-1 services – customer is responsible for TCC services and network charges

- RapidSOS Integration via the Enhanced Data Window

- (8) CAMA Trunks

- (8) FXO ports

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

Next Generation VESTA 9-1-1

2-2   *Solution Description*

Motorola Solutions Confidential Restricted

- ESInet Interface Module (EIM) - NG9-1-1 core functions and capabilities for future ESInet deployment

- MIS - Call management and reporting system

  - VESTA® Analytics User license (upgrade)

- Jasper County will reuse existing NetClock or provide Motorola Solutions with a Time Synchronization device that is NTP compliant.

- CommandCentral Cloud-based Services

  - (20) Citizen Input/Smart Transcription bundled Named User Subscription License

- Training provided – see Equipment List for details.
  - VESTA 9-1-1 Agent
  - VESTA 9-1-1 Admin for Standard
  - VESTA Analytics Admin
  - VESTA Analytics Remote
  - E-Learning VESTA 9-1-1 SMS Agent Delta
  - E-Learning VESTA 9-1-1 SMS Admin Delta
  - Cutover Coaching
- System Spares
- Customer to Provide:
  - Netclock

- **Optional:**
  - (2) Installation and Maintenance Training

Beaufort County Backup, SC – Side B

- (2) Call Taker positions with single 22-inch LED monitors, VESTA 9-1-1 Enhanced Operations license

  At each position:

  - 24-key Genovation keypad

  - Sound Arbitration Unit (SAM)

  - Handset and Cord

  - VESTA® Analytic per seat license (New)

  - VESTA® 9-1-1 IRR per seat license (New)

- VESTA® SMS - integrated Text-To-9-1-1 services – customer is responsible for TCC services and network charges

- RapidSOS Integration via the Enhanced Data Window

- (8) CAMA Trunks

- (8) FXO ports

- ESInet Interface Module (EIM) - NG9-1-1 core functions and capabilities for future ESInet deployment

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Solution Description 2-3

- MIS - Call management and reporting system

  - VESTA® Analytics user license (new)

- Time Synchronization Netclock and Antenna Kit

System-wide

- Jasper County-wide data collection and reporting services on all 9-1-1 transactions

- System and component level monitoring, alarming, diagnostics and reporting services

- All-inclusive software support, updates, and upgrades for the contract term

- 24/7/365 help desk, trouble ticketing and customer support services

- Installation, testing, training, maintenance and on-site support services by Motorola Solutions

- Project management services for the planning, design, testing, installation and operation of systems for contract term

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

Next Generation VESTA 9-1-1

2-4   Solution Description

Motorola Solutions Confidential Restricted

SECTION 3
PRODUCT DESCRIPTION

The following descriptions are new or optional products proposed in addition to the hardware refresh.

3.1 ESINET INTERFACE MODULE (EIM)

The ESInet Interface Module (EIM) provides connectivity to NENA I3-compliant and RFAI VoIP networks for the delivery of 9-1-1 calls and related information. Several different versions of EIM are available, depending upon the kind of ESInet that the system will be interfaced with:

- NENA I3 – Comtech/TCS
- NENA I3 – InDigital Networks
- NENA I3 – Vesta Solutions NGCS
- West/Intrado RFAI

The ESInet is normally interfaced to the VESTA 9-1-1 system by way of a firewall device at each host location.

The following features are provided with the EIM module:

- Delivery of 9-1-1 voice to the system using VoIP technology
- Delivery of the ANI as part of the call setup messages (SIP invite)
- Delivery of ALI information in the PIDF-Lo fields (NENA I3 only)
- Implementation of a "make busy" switch for PSAP evacuation/reroute (requires stand-alone FXS unit – switch to be provided by customer or channel partner)

3.2 VESTA SMS

The VESTA SMS solution allows VESTA 9-1-1 systems to connect directly to Text Control Centers (TCCs) using standards-based MSRP protocol for delivery of text messages directly to VESTA console users. Some of the features of the VESTA SMS solution are:

- Standards based Text-to-9-1-1 solution
- Easy and flexible to operate
- Supports multiple text queues
- Text capability may be assigned to user roles
- Allows transfer of text calls within a single multi-PSAP system

3.3 ENHANCED DATA WINDOW

The Enhanced Data Window provides additional data content to the VESTA 9-1-1 console, which can help a Telecommunicator better assist a 9-1-1 caller.

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Product Description 3-1

Motorola Solutions and RapidSOS understand that every second counts in an emergency and that Telecommunicators and first responders need location accuracy to save lives. Through the integration of the RapidSOS NG911 Clearinghouse into VESTA, PSAPs now have the capability for improved situational awareness and improved decision making.

When a call comes in from an enabled smartphone, Telecommunicators will see location & enhanced data (if available) on the Enhanced Data Window in addition to the ALI on the VESTA console. The additional location data is based on Advanced Mobile Location (AML) from mobile devices.

RapidSOS Information Displays in Enhanced Data View

3.4 COMMANDCENTRAL CLOUD-BASED SERVICES
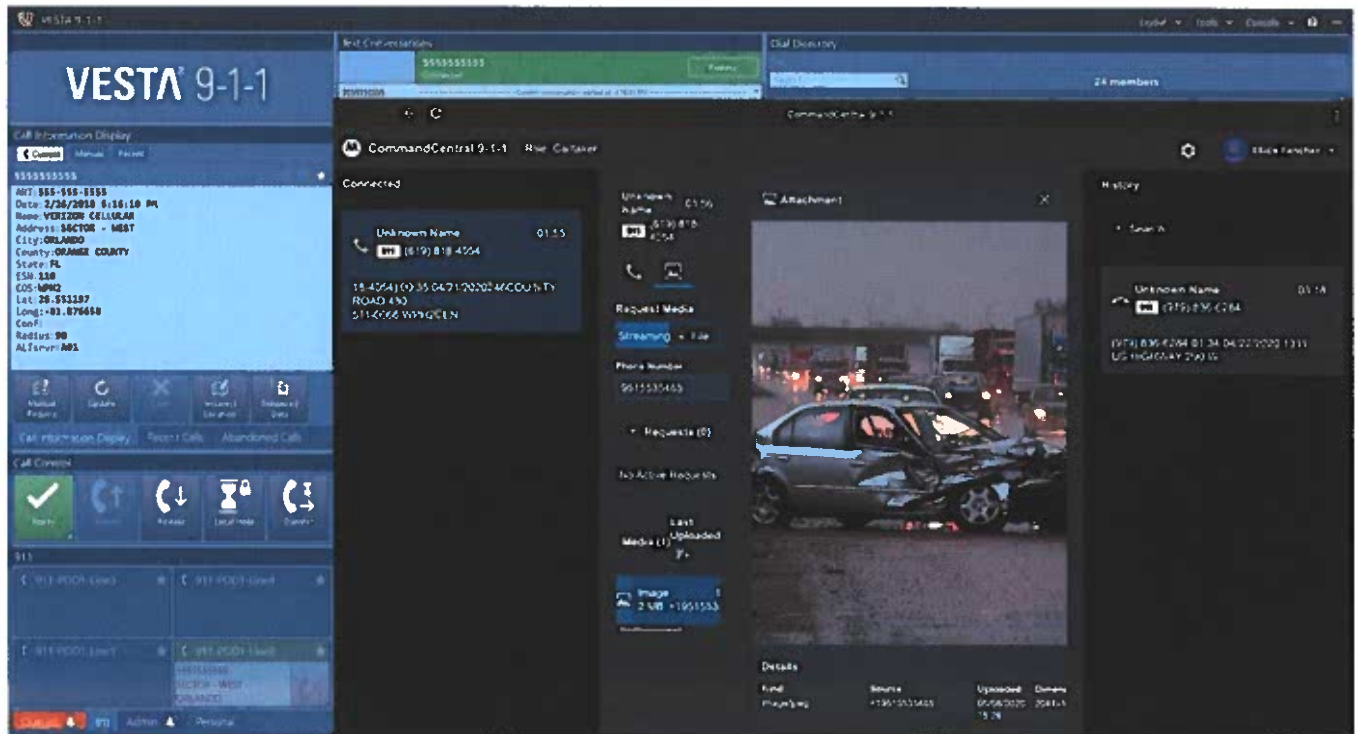
3.4.1 Citizen Input

Citizen Input is part of the CommandCentral portfolio of services available on a subscription basis to emergency communications agencies. Citizen Input provides VESTA 9-1-1 customers the opportunity to take steps towards realizing the benefits of NG9-1-1 content including streaming/recorded video and photo attachments. Offering PSAPs experience with cloud-based services in a flexible yet controlled environment, Citizen Input can be deployed with current CPE platforms extending capabilities with no impact to call handling functionality.

Citizen Input requires VESTA 9-1-1, Release 7.2 and above and a FortiGate 60E Firewall for each PSAP using the service.

Citizen Input provides the following features:

- Allows citizens to send video, photographs and data to the PSAP

- No app download required on citizen's device

- Provides a controlled, permission-based approach to managing visual content

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

Next Generation VESTA 9-1-1

3-2 *Product Description*

Motorola Solutions Confidential Restricted

- Stores visuals as part of the call detail history

- Content is approved by the PSAP before it can be submitted and viewed

- Once authorized, an SMS containing a URL is sent to the citizen's phone that placed the 9-1-1 call. The citizen uses the URL to send the video or photo to the PSAP

- Viewing can be stopped at any time and all content is captured as permanent records; storage and strong evidence protection protocols are enforced

- Visual content is linked to VESTA 9-1-1 call records for audit purposes and ease of tracking

Citizen Input allows a citizen to send video, photographs and data to the PSAP enhancing operations and improving call handling efficiency. We know PSAPs are uncomfortable about allowing video and photographs into the PSAPs and we are addressing this concern with a controlled, permissions-based approach where visuals are not accepted unless the PSAP authorizes submission. All digital evidence collected from callers using Citizen Input is stored and tracked in a CommandCentral storage tool. Storage is included with a subscription to Citizen Input.

Unlimited access to user training videos and Quick Reference Cards (QRC) are included in the Citizen Input subscription service. The comprehensive videos are sufficient to educate each user and have them ready to begin using Citizen Input in a short amount of time.

If additional one-on-one training is desired, Train-the-Trainer (TTT) Remote or Onsite is available for an optional one-time fee. Remote Train-the-Trainer training includes 4 hours of remote consultation and training for up to 8 students. Onsite TTT training includes 4 hours of onsite consultation and training for up to 8 students.

3.4.2   Smart Transcription

CommandCentral Smart Transcription is a cloud-based service that takes the 9-1-1 call audio and transcribes it real-time into a searchable transcript, making it available for live call monitoring to increase situational awareness across an entire agency. It preserves the transcript in long-term, secure storage for post-call analysis.

Smart Transcription is offered as a subscription service and works on VESTA 9-1-1, Release 7.2 and above.

Smart Transcription provides the following features:

- Integrated real-time audio transcription from VESTA 9-1-1

- Real-time and post-call transcription

- Keywords and full text search capability

- Quick search and review historical transcripts

- Agent, console and call metadata provided

- No app download required on citizen device

- Security processes built into the service to reduce the risk of cyberattacks

- Ability for supervisors to monitor transcripts

- Transcripts stored, along with metadata, for investigations, case summaries or locating conversation patterns over time

- Short learning curve for call takers since there are no changes on how they answer voice and text calls today on their VESTA 9-1-1 system

- No impact to VESTA 9-1-1 call handling functionality

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

Next Generation VESTA 9-1-1

3-4   Product Description

Motorola Solutions Confidential Restricted

SECTION 4

STATEMENT OF WORK

Implementation Planning is an iterative process. It begins during the planning stage and continues until the Next Generation 9-1-1 (NG9-1-1) VESTA 9-1-1 system from Motorola Solutions, Inc. (Motorola Solutions) is formally migrated and accepted by the agency. The Project Manager (PM), working with the project team, is responsible for formulating the required plan to implement and communicate the support process for the VESTA 9-1-1 solution.

4.1 IMPLEMENTATION METHODOLOGY

Your VESTA 9-1-1 system is a large project involving complexity, contingencies, and collaborations with multiple parties. Successful implementation requires an organized and systematic approach to project management.

Your Project Manager and Motorola Solutions Project Manager will play a particularly important role in this process by communicating back to their teams the project plan, project status, risks, and next steps. The project will use an MS Project Schedule and Project Status Report, which will provide a consistent vehicle for communication, management, reporting of progress and detection of potential progress delays.

Our project management methodology is also based upon the Project Management Institute's (PMI) Project Management Body of Knowledge (PMBOK). Our methodology will incorporate one primary goal; align the project with your overall expectations. Unless otherwise requested, Motorola Solutions will implement the project using a "phased" process.

4.2 PHASE I - PLANNING

Phase I is the period in which the project is formally launched, the project design is finalized, the Project Management Plan (PMP) is finalized and resources are scheduled. Upon the agency contract award the Motorola Solutions PM coordinates Phase 1 activities with you to ensure that the project scope has been assessed, and that all deliverables have been captured in the Motorola Solutions Project Schedule. The PMP will be the control document for Motorola Solutions deliverables for the implementation, as will other critical dates or milestones that are integral to the project.

The specific objectives of the planning phase include:

- Expound on specific strategies and project options
- Confirm NG9-1-1 project scope
- Finalize the solution design

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Statement of Work **4-1**

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

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

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

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

4.2.1   Project Kick-off Meeting

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

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

4.2.2   Project Workflow and Design Review Meeting

The project call flow and design review meetings are scheduled with you to be held at the site. The purpose of the Call Flow and Design Review (CDR) meeting is to obtain a comprehensive understanding of your current operational environment and desired future workflow through interactive discussions. It is also to assist in understanding how the new VESTA 9-1-1 system can be configured to meet the operational needs.

During this meeting, Motorola Solutions will gather critical information with your agency to set up and program the VESTA 9-1-1 system, including detailed review of trunks, lines and circuits. Motorola Solutions will work with you to document the final system design elements that will be used for all aspects of the programming and configuration of your VESTA 9-1-1 system. Design discussions and decisions will include but are not limited to:

- Detailed review of the "As Purchased" system design
- Detailed review of call flow and system design
- Detail review of Network Requirements
- Detail review of Network Components (routers and switches)
- Detailed review of the project Roles and Responsibilities of the collective team
- Site walks for Environmental Review & Intra-system interfaces
  - Environmental:

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

Next Generation VESTA 9-1-1

4-2   Statement of Work

Motorola Solutions Confidential Restricted

- ♦ Power: outlets, power draw, UPS, generator
  - ♦ Cabling: positions, training room, backroom
- – Adjuncts:
  - ♦ CAD: ALI spill to CAD
  - ♦ Recorder
  - ♦ Mapping
  - ♦ PBX
- – Physical space, furniture, & logistics
- – External interfaces: door access, alarms

It is important that your key operational decision makers participate in these design meetings. It is critical that you and Motorola Solutions understand the responsibilities of each entity in this process. The detailed discovery and full disclosure of all facets of the Call Flow (how the different types of trunks, lines and circuits that are answered at the PSAP locations are routed to and answered by the current communications systems) and the Work Flow (how Call Takers and Dispatchers interact with callers and each other) is critical in the design of the new system. This will ensure a smooth and comprehensive transition.

4.2.3   Project Plan Approval

Once the system design has been finalized, the Motorola Solutions PM will schedule resources for site implementation.

Motorola Solutions resources will be scheduled and dates communicated to the team members via the Motorola Solutions Project Schedule. The Motorola Solutions Schedule will be drafted and forwarded to team members for review and comment. This "First Pass" schedule will be used to present you with the initial deployment schedule. Once all feedback and changes have been received and integrated into the schedule, the Master Project Schedule will be created and communicated by Motorola Solutions. Once published and a baseline established, the Master Schedule will only be changed as per appropriately submitted change requests.

The Planning Phase ends when:

- The Project Plan has been approved
- System design and Call Flow are complete
- The Master Project Schedule has been developed and a consensus among concerned parties reached regarding deliverables and milestones
- A draft site cut plan has been developed
- A draft Acceptance Test Plan has been developed
- The materials purchased from Motorola Solutions ship to the site

4.3   PHASE II – INSTALLATION AND TESTING

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

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Statement of Work   4-3

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

4.3.1 Solution Staging

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

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

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

4.3.2 Site Installation

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

- Unpack and inventory equipment
- Placement of racks/cabinet
- If new cabling is required:
  - Run cable from Motorola Solutions Connector Blocks to backboard for all 9-1-1 trunks
  - Run cable from Motorola Solutions Connector Blocks to backboard for all administrative lines
  - Run LAN cables from Motorola Solutions rack/cabinet to all Motorola Solutions workstations; this includes providing an adequate number of cable runs for the voice/network, logging recorder, and any other equipment that may be required
  - Run LAN cables from any IP phones to the Motorola Solutions rack (if applicable)
- Physical installation of all new VESTA 9-1-1 servers and associated components at the identified backrooms (Host A & B)
- Physical installation of any network equipment required: switches, routers, etc. and associated cabling provided by Motorola Solutions
- Physical installation of all new peripheral devices at all sites
- For each site, configure and make operable the system as documented in the Detail Design Document to include:
  - Configure all new VESTA 9-1-1 system servers.
  - Configure all new workstations purchased for the sites
  - Perform Router Configuration
  - Perform Firewall Configuration
- Manage all appropriate data and accounts for the VESTA 9-1-1 system
- Perform installation and configuration of the Motorola Solutions provided MIS solution.

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

Next Generation VESTA 9-1-1

4-4   Statement of Work

Motorola Solutions Confidential Restricted

4.3.3 Testing

Our plan includes performing various required tests using the agency's actual infrastructure, which is beneficial for the following reasons:

- Testing will be performed on the production solution – actual hardware
- Testing will be performed in the actual environment
- Testing will allow you to easily observe the process

Testing is one of the major aspects of your VESTA 9-1-1 project and its success will require combined concentrated effort by your personnel and Motorola Solutions.

Upon contract award, Motorola Solutions PM will work closely with you to review the System Acceptance Test Plan and make mutual agreed upon changes to the Test Plan. At the completion of the implementation, your designated participants and Motorola Solutions will execute the test plan that displays the system is functioning and configured as designed and document test results.

4.3.4 Lockdown

The Implementation and Testing Phase ends when:

- Site Implementation is complete
- The site testing has been completed to the degree agreed upon during the project planning process

At the conclusion of the site's implementation and testing, a lockdown (configuration freeze) period will begin and remain in effect until system cutover. During implementation and training, vendors/providers of each subsystem will have the opportunity to perform pre-approved nominal system testing without making any user application and configuration changes. The site lockdown will be scheduled via the Master Project Schedule.

4.3.5 Customer Responsibilities During Installation

Responsibilities shall include, but are not limited to:

- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project
- Provide appropriate schedule notification and facility availability for VESTA 9-1-1 on-site services and training
- Notify and coordinate schedule changes with Motorola Solutions, which may require a Change Order (and potentially additional charges) dependent upon the change
- Assume sole responsibility for the accuracy and completeness of Customer-supplied data
- Provide dedicated (2) 20A 110V UPS protected power outlets for the facilities and appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
- Provide required (2) Layer 2 WAN connections for a Geo-diverse deployment between Host A and Host B. The Layer 2 bridged and transparent transport connections will terminate on Ethernet RJ-45 ports or SFP as applicable if Dark Fiber is used, on the core Vesta Cisco switches. Two transport circuits riding alternate routes for redundancy and survivability are required.
- Ensure WAN links adheres to specifications detailed in the Motorola IP Networking Guide as well as the Motorola Solutions Bandwidth Estimate.
- Provide a floor plan outlining where Motorola Solutions provided equipment is to be installed

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Statement of Work 4-5

and position numbers for Call Taker, Dispatch, and Supervisor positions
- Ensure the operating environment is fully functional and meets VESTA 9-1-1 minimum operating requirements
- Provide the applicable broadband service for the VESTA 9-1-1 Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity
- Provide for, move, test and make operational or otherwise deliver CAMA trunks, administrative lines and other PSTN connections to the backboard demarcation at least 14 days prior to installation start date
- Provide for, move, test and make operational or otherwise deliver two (2) ALI circuit connections to the backboard demarcation at least 14 days prior to installation start date
- Provide facility specific work and activity, including, but not limited to, construction, core drilling, grounding, and any electrical or conduit needed to support the implementation
- Assist Motorola Solutions in securing any required security clearances, identification tags and other requirements for access to areas within the facility necessary for Motorola Solutions personnel to complete their project responsibilities under this agreement
- Provide the tap to the network clock, if applicable. This includes all interfaces necessary, preferably to provide the name/address of a timeserver on the network.
- Document and supply configuration information on the existing CPE
- Make available at the equipment rack, all remote access lines terminated on RJ 11 or RJ 45 jacks or contract with Motorola Solutions as required
- Ensure that or contract with Motorola Solutions to guarantee Intermediate Distribution Frame (IDF), wall boards and/or interconnect points appear in the immediate area where VESTA 9-1-1 servers are installed
- Provide/Reuse Netclock at Side A

4.4   PHASE III – CUTOVER

Cutover is the primary focus of your NG9-1-1 project, its success will require a methodical focus on planning, executing, and monitoring. The cutover plan includes the fallback process to restore the system to the pre-migration operation in the event of a catastrophic failure.

The Cutover Plan defines the sequenced procedures and steps that will occur in the Cutover Phase to bring new equipment to an operational state, as well to transition services from the current equipment to the new. Appropriate safeguards are built in to ensure a cutover with minimal operational impact.

The Cutover Phase is the major transition point for the project. Motorola Solutions provided systems are brought on line and site's operations shift from the old equipment to the new equipment. Motorola Solutions' PM will work with your team to minimize the disruption for each PSAP. To that end, during the Planning Phase the decision will be made for the cutover plan. Examples of cutover options are as follows:

- Flash Cut: A flash cut requires a coordinated migration of 9-1-1 traffic to the PSAPs. Workstations at a site are cut over to the NG9-1-1. The benefit of a flash cut is that the PSAP personnel do not require temporary relocation to another PSAP that might not have the same radio or Computer Aided Dispatch (CAD) system, resulting in less disruption.
- Relocation Cut: You may choose to vacate their PSAP and operate at the alternate PSAP while their PSAP is upgraded. Once the upgrade is finished the personnel would systematically move to the new VESTA 9-1-1 system

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

Next Generation VESTA 9-1-1

4-6   Statement of Work

Motorola Solutions Confidential Restricted

The Draft Cutover Plan will specify specific tasks and responsibilities for Motorola Solutions provided systems, materials, and services. The Cutover Phase will be scheduled via the Master Project Schedule.

4.4.1 Motorola Solutions Responsibilities During Cutover

The Motorola Solutions PM will coordinate assignment of appropriate Motorola Solutions technical staff to support the transition to the new VESTA 9-1-1 system. Resource assignments will be planned and tracked via the Motorola Solutions Project Schedule.

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

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

4.4.2 Customer Responsibilities During Cutover

The agency is responsible for the following during cutover:

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

4.5 PHASE IV – PROJECT CLOSURE

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

Project closure will occur when:

- All sites have cutover to the new VESTA 9-1-1 systems
- All on-site post cutover support has been completed
- All System Acceptance Testing has been successfully executed and approved by Jasper County
- Jasper County has signed the Site Acceptance document

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

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Statement of Work 4-7

4.5.1   Site Installation and Verification Package

Motorola Solutions will provide "as-built" documentation:

- CPE inventory, including a complete list of installed equipment
- Solution Overview / Detailed System Document
- System Diagrams
- IP Schema and Naming Convention
- Bandwidth Estimates
- System Acceptance Test
- Other documentation as mutually agreed to by the parties

SECTION 5

STATEMENT OF WORK – CITIZEN INPUT AND SMART TRANSCRIPTION

This Statement of Work (SOW) describes the deliverables to be furnished to Jasper County, and the tasks to be performed by Motorola Solutions, Inc, its subcontractors, and by Jasper County, in order to implement the cloud base service outlined in this proposal. This SOW provides the most current understanding of the work required by both parties to ensure a successful project implementation.

It is understood that this SOW may be revised during contract negotiations or during the Contract Design Review (CDR), and through any other Change Orders that may occur during the execution of the project. If there are changes to the Scope of Work, those changes must be reflected in this SOW before becoming binding on either party. This SOW will be an Exhibit to the Contract negotiated between Motorola Solutions and Jasper County. After contract execution, changes to the SOW must be made through the formal contract Change Order process as set forth in the Contract.

5.1   CONTRACT

5.1.1   Contract Award

Jasper County and Motorola Solutions execute the contract and both parties receive all the necessary documentation.

5.1.2   Contract Administration

Motorola Solutions Responsibilities

- Assign a Project Manager as the single point of contact with authority to make project decisions.
- Assign resources necessary for project implementation.
- Set up the project in the Motorola Solutions information system.
- Schedule the project kickoff meeting with Jasper County.

Customer Responsibilities

- Assign a Project Manager as the single point of contact responsible for Jasper County -signed approvals.
- Assign other resources necessary to ensure completion of project tasks for which Jasper County is responsible.

Completion Criteria

- Motorola Solutions internal processes are set up for project management.
- Both Motorola Solutions and Jasper County assign all required resources.

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Statement of Work – Citizen Input and Smart Transcription   *5-1*

- Project kickoff meeting is scheduled.

5.1.3   Project Kickoff

Motorola Solutions Responsibilities

- Conduct a project kickoff meeting during the Contract Design Review (CDR) phase of the project.
- Ensure key project team participants attend the meeting.
- Review the roles of the project participants.
- Review the resource and scheduling requirements with Jasper County.
- Review the Project Schedule with Jasper County to address upcoming milestones and/or events.

Customer Responsibilities

- Jasper County's key project team participants attend the meeting.
- Review Motorola Solutions and Jasper County responsibilities.

Completion Criteria

- Project kickoff meeting completed.
- Meeting notes identify the next action items.

5.2   ORDER PROCESSING

5.2.1   Process Equipment List

Motorola Solutions Responsibilities

- Validate Equipment List by checking for valid model numbers, versions, compatible options to main equipment, and delivery data.
- Enter order into Motorola Solutions' Configure Price Quote (CPQ) system.
- Reconcile the equipment list(s) to the Contract.

Customer Responsibilities

- Provide shipping location(s).
- Complete and provide Tax Certificate information verifying tax status of shipping location.

Completion Criteria

- Verify that the Equipment List contains the correct model numbers, version, options, and delivery data.
- Trial validation completed.
- Bridge the equipment order to the manufacturing facility.

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

Next Generation VESTA 9-1-1

5-2   *Statement of Work – Citizen Input and Smart Transcription*

Motorola Solutions Confidential Restricted

5.3 MANUFACTURING AND STAGING

5.3.1 Manufacture Motorola Solutions Equipment

Motorola Solutions Responsibilities

- Manufacture the Motorola Solutions and non-Motorola Solutions equipment necessary for the system based on equipment order.

Customer Responsibilities

- N/A

Completion Criteria

- Ordered equipment shipped to either the field or staging facility.

5.3.2 Staging

Motorola Solutions Responsibilities

- Pack for shipment to final destination.
- Arrange for shipment to the field.

Customer Responsibilities

- Jasper County to provide shipment location.

Completion Criteria

- Equipment ready for shipment to the field.

5.4 SYSTEM INSTALLATION

5.4.1 Install Call Handling Equipment

Motorola Solutions Responsibilities

- Remote Field Engineering to complete all on-premise installation and configuration activities.

Customer Responsibilities

- Provide access to the sites, as necessary.

- Install and test internet connection that meets minimum requirement (100mbps).

- Installation of the required firewall when applicable.

Completion Criteria

- Fixed Network Equipment installation completed and ready for optimization.

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Statement of Work – Citizen Input and Smart Transcription 5-3

5.4.2 Fixed Call Handling Equipment Installation Complete

- All fixed network equipment installed and accepted by the Jasper County.

5.5 FINALIZE

5.5.1 Resolve Punch List

Motorola Solutions Responsibilities

- Work with Jasper County to resolve punch list items, documented during the installation and configuration phase.

Customer Responsibilities

- Assist Motorola Solutions with resolution of identified punch list items by providing support, such as access to the sites, equipment and system, and approval of the resolved punch list item(s).

Completion Criteria

- All punch list items resolved and approved by Jasper County.

5.6 PROJECT ADMINISTRATION

5.6.1 Project Status Meetings

Motorola Solutions Responsibilities

- Motorola Solutions' Project Manager, or designee, will attend all project status meetings with Jasper County, as determined during the CDR.
- Record the meeting minutes and provide reports as required.
- The agenda will include the following:
  - Overall project status compared to the Project Schedule.
  - Product or service related issues that may affect the Project Schedule.
  - Status of the action items and the responsibilities associated with them, in accordance with the Project Schedule.
  - Any miscellaneous concerns of either Jasper County or Motorola Solutions.

Customer Responsibilities

- Attend meetings.
- Respond to issues in a timely manner.

Completion Criteria

- Completion of the meetings and submission of meeting minutes.

5.6.2 Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment

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

Next Generation VESTA 9-1-1

5-4 *Statement of Work – Citizen Input and Smart Transcription*

Motorola Solutions Confidential Restricted

in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

SECTION 6

EQUIPMENT LIST

6.1   JASPER COUNTY PSAP – SIDE A

Citizen Input / Smart Transcription

Qty.	Part No.	Description	U/M	Equipment
		VESTA® 9-1-1 Citizen Input and Smart Transcription		
1	870890-50002	V911 CLOUD INTERFACE 1.0 - NO API	EA	Included
20	873090-11302	V911 SMART TRANSCPT LIC	EA	Included
20	873090-11301	V911 CITIZEN INPUT LIC	EA	Included
20	TBD31	CI/ST BUNDLE NAMED USER 1YR	EA	Optional
20	TBD33	CI/ST BUNDLE NAMED USER 3YR	EA	Optional
20	TBD35	CI/ST BUNDLE NAMED USER 5YR	EA	Included
		VESTA® 9-1-1 Citizen Input and Smart Transcription Implementation Services		
		Note: System Implementation services are required for installation of Citizen Input / Smart Transcription bundle.		
7	TBD16	CI/ST BUNDLE SYS IMP PER POS	EA	Included
1	TBD17	CI/ST BUNDLE SYS IMP 1ST AGENCY	EA	Included
1	TBD18	CI/ST BUNDLE SYS IMP ADDTL AGENCY	EA	Included
		Note: Citizen Input and Smart Transcription requires a firewall (60E or 60F) per site for internet connectivity.		

VESTA® 9-1-1

Qty.	Part No.	Description	U/M	Equipment
		VESTA® 9-1-1		
1	870899-0104R7.7U	V911 R7.7 DOC/MED UPG	EA	Included
1	873099-03002U	V911 CAD INTF LIC UPGD	EA	Included
		VM Medium Server Bundle		
		Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.		
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	EA	Included
1	06500-00201	2-POST RELAY RACK MNT KIT	EA	Included
1	870890-75001	VIRTUAL MEDIA SET R7.0 015D	EA	Included
2	04000-68005	V-SVR BASIC SPT 1YR	EA	Optional
2	04000-68007	V-SVR BASIC SPT 3YR	EA	Optional
2	04000-68009	V-SVR BASIC SPT 5YR	EA	Included
		VESTA® 9-1-1 Features		

		ESInet Interface Module (EIM)		
		Note: Pricing is provided for budgetary purposes only. Equipment/service requirements may change upon selection of ESInet Service Provider.		
7	873090-11102	V911 LIC EIM MOD	EA	**Included**
1	03800-03070	FIREWALL 60F	EA	**Included**
		Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).Firewall is assumed for SMS at this time. SMS and EIM must be from the same provider or additional firewall may be required when implemented.		
1	03800-03071	WARR FIREWALL 60F 1YR	EA	**Optional**
1	03800-03073	WARR FIREWALL 60F 3YR	EA	**Optional**
1	03800-03075	WARR FIREWALL 60F 5YR	EA	**Included**
1	809800-00200	CFG NTWK DEVICE	EA	**Included**
		VESTA® SMS		
		Note: Customer is responsible for Text Control Center (TCC) services and network charges.		
1	870891-66301	VESTA 9-1-1 SMS LIC	EA	**Included**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 1		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 2		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 3		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 4		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 5		
		VESTA RapidSOS		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 1		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 2		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 3		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 4		
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 5		
		Geo Diverse Add On License		
1	BA-MGD-VSSL	GEO-DIV LIC SYS	EA	**Included**
		VESTA® 9-1-1 Advanced Enhanced Operations		
3	PS-0SQ-VSML	VS BSC MLTP PER SEAT LIC	EA	**Included**
4	PS-0SQ-VSML-M	VS BSC MLTP SEAT LIC NFEE	EA	**Included**

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

Next Generation VESTA 9-1-1

6-2   *Equipment List*

Motorola Solutions Confidential Restricted

Jasper County, South Carolina
November 10, 2021

7	PA-0AD-VSSL	VADV LIC ADD-ON		EA	Included
7	SS-0AD-VSSL-1Y	SPT VADV 1YR		EA	Optional
7	SS-0AD-VSSL-3Y	SPT VADV 3YR		EA	Optional
7	SS-0AD-VSSL-5Y	SPT VADV 5YR		EA	Included
4	809800-35130	V911 SW SPT TRNSFR		EA	Included

VESTA® 9-1-1 IRR Module

4	870899-01601	V911 IRR UPGD W/HASP		EA	Included
3	873099-00502	V911 IRR LIC/DOC/MED		EA	Included
7	809800-35110	V911 IRR SW SPT 1YR		EA	Optional
7	809800-35112	V911 IRR SW SPT 3YR		EA	Optional
7	809800-35114	V911 IRR SW SPT 5YR		EA	Included
7	809800-35130	V911 SW SPT TRNSFR		EA	Included

VESTA® Workstation Equipment

7	61000-409616	DKTP ELITE MINI 805 G6 W/O OS		EA	Included
7	04000-00441	WINDOWS 10 LTSC LIC		EA	Included
7	63000-221693	MNTR FP WIDE SCRN LED 22IN		EA	Included
7	64007-50021	KEYPAD 24 KEY USB CBL 12FT		EA	Included
7	853030-00302	V911 SAM HDWR KIT		EA	Included
7	853004-00401	SAM EXT SPKR KIT		EA	Included
7	02800-20701	HDST K 4W/MOD BLK CARBON		EA	Included
7	03044-20000	HDST CORD 12FT 4W MOD BLK		EA	Included
7	809800-35109	V911 IWS CFG		EA	Included
7	809800-35108	V911 IWS STG FEE		EA	Included
1	870890-07501	CPR/SYSPREP MEDIA IMAGE		EA	Included

Network Equipment

Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.

1	03800-03070	FIREWALL 60F		EA	Included
1	03800-03071	WARR FIREWALL 60F 1YR		EA	Optional
1	03800-03073	WARR FIREWALL 60F 3YR		EA	Optional
1	03800-03075	WARR FIREWALL 60F 5YR		EA	Included
1	809800-00201	VPN CFG SVCS		EA	Included
1	809800-00200	CFG NTWK DEVICE		EA	Included

Peripherals & Gateways

2	04000-42001	FXO GATEWAY 4-PORT		EA	Included
2	04000-42002	FXS GATEWAY 4-PORT		EA	Included
1	870890-76301	MP114 FIRMWARE		EA	Included
4	04000-00176	SW SPT ANALOG GATEWAY 1YR		EA	Optional
4	04000-00178	SW SPT ANALOG GATEWAY 3YR		EA	Optional
4	04000-00180	SW SPT ANALOG GATEWAY 5YR		EA	Included

ALI/CAD Output

1	04000-00159	BLKBX TL159A 8-PORT DATACAST		EA	Included
4	65000-00262	KIT CBL RJ11 ADPTR DB25		EA	Included
1	04000-01751	TS-4 PORT TERMINAL SVR		EA	Included

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Equipment List 6-3

2	65000-00182	CBL RJ45-10P/DB25M 4FT	EA	Included
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	EA	Included
2	04000-01014-10	CBL SRL DB25M/DB9F 10FT	EA	Included
		Rack & Peripheral Equipment		
1	06500-55053	7FT EQUIPMENT RACK 19IN	EA	Included
1	63000-192610	MNTR LCD 19IN	EA	Included
1	04000-00809	KVM 8-PORT SWITCH USB	EA	Included
		Time Synchronization Equipment		
		Note: Host A to reuse existing NTP compliant device.		

VESTA® Analytics

Qty.	Part No.	Description	U/M	Equipment
		VESTA® Analytics Standard - Multi Product Purchase		
1	873391-00301U	V-ANLYT USER LIC UPGD	EA	Included
3	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC	EA	Included
4	PA-MSG-ASSL-M	V-ANLYT STD SEAT LIC MIG	EA	Included
7	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	Optional
7	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	EA	Optional
7	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	EA	Included

Managed Services

Qty.	Part No.	Description	U/M	Equipment
		Monitoring & Response (M&R): Activation Fee		
		Note: M&R Activation Fees will apply if M&R services are disabled prior to receipt of a PO for the M&R support renewal.		
1	809800-14150	M&R ACT FEE, SMALL SITE	EA	Included
		Monitoring, PM & AV Service: Servers		
		Note: Includes (1) DDS Servers		
1	04000-00398	M&R SVR AGENT LIC	EA	Included
1	809800-16361	M&R PM AV SVR SRVC 1YR	EA	Optional
1	809800-16363	M&R PM AV SVR SRVC 3YR	EA	Optional
1	809800-16365	M&R PM AV SVR SRVC 5YR	EA	Included
		Monitoring, PM & AV Service: Workstations		
		Note: Includes (7) Workstations, (1) Management Console		
8	04000-00399	M&R WKST AGENT LIC	EA	Included
8	809800-16377	M&R PM AV WKST SRVC 1YR	EA	Optional
8	809800-16379	M&R PM AV WKST SRVC 3YR	EA	Optional
8	809800-16381	M&R PM AV WKST SRVC 5YR	EA	Included

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

Next Generation VESTA 9-1-1

6-4 Equipment List

Motorola Solutions Confidential Restricted

Qty.	Part No.	Description	U/M	Equipment
		Monitoring, PM & AV Service: IP Devices		
		Note: Includes (1) Virtual Host/Machines, (1) MDS Servers, (1) ASN Node 1, (1) ASN Repo VM, (4) Gateways, (1) Firewall, (1) Firewalls for EIM/SMS, (2) Cisco Switches		
12	04000-00400	M&R NETWORK/IP AGENT LIC	EA	**Included**
12	809800-16343	M&R IP DEVICE SRVC 1YR	EA	**Optional**
12	809800-16345	M&R IP DEVICE SRVC 3YR	EA	**Optional**
12	809800-16347	M&R IP DEVICE SRVC 5YR	EA	**Included**

Optional Parts/Spares

Qty.	Part No.	Description	U/M	Equipment
		Gateways and Equipment		
1	04000-42001	FXO GATEWAY 4-PORT	EA	**Included**
1	04000-42002	FXS GATEWAY 4-PORT	EA	**Included**
		Cables and Switches		
1	04000-29638-X	SWITCH 2960-X+CBL 24-PORT	EA	**Included**
1	04000-29676	WARR 2960-X 24P NBD 1YR	EA	**Included**
		ProDesk Mini Workstation Equipment		
1	61000-409616	DKTP ELITE MINI 805 G6 W/O OS	EA	**Included**
1	04000-00441	WINDOWS 10 LTSC LIC	EA	**Included**
1	63000-221693	MNTR FP WIDE SCRN LED 22IN	EA	**Included**
1	64007-50021	KEYPAD 24 KEY USB CBL 12FT	EA	**Included**
1	853030-00302	V911 SAM HDWR KIT	EA	**Included**
1	853004-00401	SAM EXT SPKR KIT	EA	**Included**
1	02800-20701	HDST K 4W/MOD BLK CARBON	EA	**Included**
1	03044-20000	HDST CORD 12FT 4W MOD BLK	EA	**Included**
1	809800-00102	GENERIC WKST CFG FEE	EA	**Included**
1	04000-01594	WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR	EA	**Included**

Extended Warranties

Qty.	Part No.	Description	U/M	Equipment
		Server Extended Warranty		
		Note: Includes (1) VESTA 9-1-1 Servers		
1	04000-01619	WARR 24X7 DL380G10 3YR	EA	**Included**
		Note: Upgrade & uplift from parts, labor and on-site standard warranty to 3 yr warranty NBD.		
1	04000-01621	WARR NBD DL380G10 5YR	EA	**Optional**
		Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.		
		Workstation Extended Warranty		

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Equipment List   6-5

			U/M	Equipment
8	04000-01594	Note: Includes (7) Workstations, (1) Management Console. WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.	EA	Included

VESTA® Services

Qty.	Part No.	Description	U/M	Equipment
		Services to Support VESTA® SMS		
90	809800-17006-SMS	FIELD ENG-EXPRESS SMS	EA	Included
43	809800-51007-SMS	SMS COORDINATION	UN	Included
1	000001-06805-SMS	E-LEARN V9-1-1 SMS ADMIN DELTA TR - SMS SVC	EA	Included
		Note: Remote Field Engineering support to perform the configuration of VESTA SMS. Services include: ** Firewall Configuration* ** VESTA 911 / VESTA SMS configuration* ** Import of VESTA SMS VM's (if applicable)* ** Preparation of screen layouts* ** TCC Testing* ** Carrier Testing* ** Express Field Engineering Services* ** Remote Project Management* ** E-Learn SMS Admin Delta Training Course*		
		Project Management Services		
10	809800-51009	PROJECT MGMT - SUPPORT *Note: Support PM is Remote only.*	DY	Included
		MSI Direct Services		
1	COLDINSTALL	COLD INSTALL *Note: Cold Install/Rack and Stack*	SITE	Included
1	PMONSITE	PM ONSITE	SITE	Included
1	ENGINEERING	ENGINEERING	SITE	Included
1	MAINTSRVC1Y	MAINT SERVICE 1YR	EA	Optional
1	MAINTSRVC3Y	MAINT SERVICE 3YR	EA	Optional
1	MAINTSRVC5Y	MAINT SERVICE 5YR	EA	Included
		Training		
2	000001-06701	V9-1-1 AGENT TRNG	EA	Included
		Note: VESTA® 9-1-1 Agent bundle includes (1) 1/2 day class of Agent training for up to 8 students. Includes trainer's daily training expenses and travel. VESTA® 9-1-1 Agent training does not include training on the SIP phones. SIP phone training is a separate class and can be quoted upon request.		
1	000001-06704	V9-1-1 ADMIN FOR STD	EA	Included

Next Generation VESTA 9-1-1

Qty.	Part No.	Description	U/M	Equipment
2	000001-06806	*Note: VESTA® 9-1-1 Admin bundle includes (1) 1 1/2 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.* E-LEARN V9-1-1 SMS AGENT DELTA TRNG	EA	Included
1	000002-24404	*Note: E-Learning for VESTA SMS AGENT is a computer-based training course. The course is for up to a maximum of 10 students. E-Learning course is available for each student for 365 days.* V-ANLYT ADMIN TRNG	SU	Included
1	000000-24405	*Note: VESTA® Analytics Admin bundle includes (1) 1 day class of Admin training for up to 8 students. Includes trainer's daily training expenses and travel.* V-ANLYT REMOTE TRNG	EA	Included
1	000001-08541	*Note: VESTA® Analytics Remote Training uses actual customer data and is conducted post cut (30-45 days after cutover) to enhance the learning experience. This course is highly recommended for new sites and would follow the on-site VESTA® Analytics Admin course (000002-24404) that is typically delivered before cutover. For upgrade VESTA® Analytics sites, this course is an option as is the 000002-24404 course.* **Cutover Coaching** CUTOVER COACHING *Note: Cutover Coaching includes (1) 8 hour session within a 24 hour day. Includes trainer's daily training expenses and travel.*	EA	Included

6.2   BEAUFORT COUNTY BACKUP – SIDE B

Citizen Input / Smart Transcription

Qty.	Part No.	Description	U/M	Equipment
1	870890-50002	***VESTA® 9-1-1 Citizen Input and Smart Transcription*** V911 CLOUD INTERFACE 1.0 - NO API	EA	Included
2 1	TBD16 TBD18	***VESTA® 9-1-1 Citizen Input and Smart Transcription Implementation Services*** *Note: System Implementation services are required for installation of Citizen Input / Smart Transcription bundle.* CI/ST BUNDLE SYS IMP PER POS CI/ST BUNDLE SYS IMP ADDTL AGENCY *Note: Citizen Input and Smart Transcription requires a firewall (60E or 60F) per site for internet connectivity.*	EA EA	Included Included

VESTA® 9-1-1

Qty.	Part No.	Description	U/M	Equipment
		VESTA® 9-1-1		
1	870899-0104R7.7U	V911 R7.7 DOC/MED UPG	EA	**Included**
1	873099-03002U	V911 CAD INTF LIC UPGD	EA	**Included**
		VM Medium Server Bundle		
		Note: The Medium Server Bundle is for PSAP's up to 40 positions with an annual call volume of 500,000 or less.		
1	853031-DLSVRGD-2	V-DL MED SVR BNDL GEO	EA	**Included**
1	06500-00201	2-POST RELAY RACK MNT KIT	EA	**Included**
1	870890-75001	VIRTUAL MEDIA SET R7.0 015D	EA	**Included**
2	04000-68005	V-SVR BASIC SPT 1YR	EA	**Optional**
2	04000-68007	V-SVR BASIC SPT 3YR	EA	**Optional**
2	04000-68009	V-SVR BASIC SPT 5YR	EA	**Included**
		VESTA® 9-1-1 Features **ESInet Interface Module (EIM)**		
		Note: Pricing is provided for budgetary purposes only. Equipment/service requirements may change upon selection of ESInet Service Provider.		
2	873090-11102	V911 LIC EIM MOD	EA	**Included**
1	03800-03070	FIREWALL 60F	EA	**Included**
		Note: Firewall supports Call and Text Handling for ESInet Interface Module (EIM), Text to 9-1-1 and Direct PSAP Interconnect (DPI).Firewall is assumed for SMS at this time. SMS and EIM must be from the same provider or additional firewall may be required when implemented.		
1	03800-03071	WARR FIREWALL 60F 1YR	EA	**Optional**
1	03800-03073	WARR FIREWALL 60F 3YR	EA	**Optional**
1	03800-03075	WARR FIREWALL 60F 5YR	EA	**Included**
1	809800-00200	CFG NTWK DEVICE	EA	**Included**
		VESTA® SMS		
		Note: Customer is responsible for Text Control Center (TCC) services and network charges.		
1	870891-66301	VESTA 9-1-1 SMS LIC	EA	**Included**
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 1		
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB	EA	**Included**
		Note: Annual Subscription - Year 2		

1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB		EA	**Included**
		Note: Annual Subscription - Year 3			
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB		EA	**Included**
		Note: Annual Subscription - Year 4			
1	809810-00102	V911 ADV DATA LVL 1 ANNUAL SUB		EA	**Included**
		Note: Annual Subscription - Year 5			
		VESTA RapidSOS			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB		EA	**Included**
		Note: Annual Subscription - Year 1			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB		EA	**Included**
		Note: Annual Subscription - Year 2			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB		EA	**Included**
		Note: Annual Subscription - Year 3			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB		EA	**Included**
		Note: Annual Subscription - Year 4			
1	809810-00103	V911 ADV DATA LVL 2 STD ANNUAL SUB		EA	**Included**
		Note: Annual Subscription - Year 5			
		Geo Diverse Add On License			
1	BA-MGD-VSSL	GEO-DIV LIC SYS		EA	**Included**
		VESTA® 9-1-1 Advanced Enhanced Operations			
2	PS-0SQ-VSML	VS BSC MLTP PER SEAT LIC		EA	**Included**
2	PA-0AD-VSSL	VADV LIC ADD-ON		EA	**Included**
2	SS-0AD-VSSL-1Y	SPT VADV 1YR		EA	**Optional**
2	SS-0AD-VSSL-3Y	SPT VADV 3YR		EA	**Optional**
2	SS-0AD-VSSL-5Y	SPT VADV 5YR		EA	**Included**
		VESTA® 9-1-1 IRR Module			
2	873099-00502	V911 IRR LIC/DOC/MED		EA	**Included**
2	809800-35110	V911 IRR SW SPT 1YR		EA	**Optional**
2	809800-35112	V911 IRR SW SPT 3YR		EA	**Optional**
2	809800-35114	V911 IRR SW SPT 5YR		EA	**Included**
		VESTA® Workstation Equipment			
2	61000-409616	DKTP ELITE MINI 805 G6 W/O OS		EA	**Included**
2	04000-00441	WINDOWS 10 LTSC LIC		EA	**Included**
2	63000-221693	MNTR FP WIDE SCRN LED 22IN		EA	**Included**
2	64007-50021	KEYPAD 24 KEY USB CBL 12FT		EA	**Included**
2	853030-00302	V911 SAM HDWR KIT		EA	**Included**
2	853004-00401	SAM EXT SPKR KIT		EA	**Included**
2	02800-20701	HDST K 4W/MOD BLK CARBON		EA	**Included**
2	03044-20000	HDST CORD 12FT 4W MOD BLK		EA	**Included**
2	809800-35109	V911 IWS CFG		EA	**Included**
2	809800-35108	V911 IWS STG FEE		EA	**Included**
1	870890-07501	CPR/SYSPREP MEDIA IMAGE		EA	**Included**

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Equipment List 6-9

Qty	Part No.	Description	U/M	Equipment
		Network Equipment		
		Note: Firewall supports Remote and Internet Access for Managed Services, Remote position access and RapidSOS.		
1	03800-03070	FIREWALL 60F	EA	Included
1	03800-03071	WARR FIREWALL 60F 1YR	EA	Optional
1	03800-03073	WARR FIREWALL 60F 3YR	EA	Optional
1	03800-03075	WARR FIREWALL 60F 5YR	EA	Included
1	809800-00201	VPN CFG SVCS	EA	Included
1	809800-00200	CFG NTWK DEVICE	EA	Included
		Peripherals & Gateways		
2	04000-42001	FXO GATEWAY 4-PORT	EA	Included
2	04000-42002	FXS GATEWAY 4-PORT	EA	Included
1	870890-76301	MP114 FIRMWARE	EA	Included
4	04000-00176	SW SPT ANALOG GATEWAY 1YR	EA	Optional
4	04000-00178	SW SPT ANALOG GATEWAY 3YR	EA	Optional
4	04000-00180	SW SPT ANALOG GATEWAY 5YR	EA	Included
		ALI/CAD Output		
1	04000-00159	BLKBX TL159A 8-PORT DATACAST	EA	Included
4	65000-00262	KIT CBL RJ11 ADPTR DB25	EA	Included
1	04000-01751	TS-4 PORT TERMINAL SVR	EA	Included
2	65000-00182	CBL RJ45-10P/DB25M 4FT	EA	Included
1	04000-RS232	BLKBX TL601A-R2 DATASHARE	EA	Included
2	04000-01014-10	CBL SRL DB25M/DB9F 10FT	EA	Included
		Rack & Peripheral Equipment		
1	06500-55053	7FT EQUIPMENT RACK 19IN	EA	Included
1	63000-192610	MNTR LCD 19IN	EA	Included
1	04000-00809	KVM 8-PORT SWITCH USB	EA	Included
		Time Synchronization Equipment		
		Note: Host A to reuse existing NTP compliant device.		
1	04000-09486	NETCLOCK 9483 + 3-PORT	EA	Included
1	04000-08230	GPS/GNSS OUTDOOR ANTENNA	EA	Included
1	04000-08231	GPS ANTENNA POST MT KIT	EA	Included
1	04000-08236	GPS PVC POST MNT	EA	Included
1	04000-08228	GPS ANTENNA SURG PROTECTR	EA	Included
1	04000-20601	GND KIT FOR 8226	EA	Included
2	04000-13075	CBL GPS ANTENNA 75FT	EA	Included

VESTA®
Analytics

Qty.	Part No.	Description	U/M	Equipment
		VESTA® Analytics Standard - Multi Product Purchase		

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

Next Generation VESTA 9-1-1

6-10   Equipment List

Motorola Solutions Confidential Restricted

1	873399-00103.5U	V-ANLYT 3.5 DOC/MED UPGD	EA	**Included**
1	873391-00501U	V-ANLYT STD LIC UPGD	EA	**Included**
1	873391-00301	V-ANLYT USER LIC	EA	**Included**
2	PA-MSG-ASSL	V-ANLYT STD PER SEAT LIC	EA	**Included**
2	SA-MSG-ALSL-1Y	SPT V-ANLYT STD 1YR	EA	**Optional**
2	SA-MSG-ALSL-3Y	SPT V-ANLYT STD 3YR	EA	**Optional**
2	SA-MSG-ALSL-5Y	SPT V-ANLYT STD 5YR	EA	**Included**
		VESTA® Analytics Standard Server Equipment for Virtualized Server Bundle		
		Note: Additional Hardware to be installed in DDS-B Server.		
1	BA-M00-ASA0-3	V-ANLYT STD ADD-ON	EA	**Included**

Managed Services

Qty.	Part No.	Description	U/M	Equipment
		Monitoring, PM & AV Service: Servers		
		Note: Includes (1) DDS Servers, (1) VESTA Analytics Server		
2	04000-00398	M&R SVR AGENT LIC	EA	**Included**
2	809800-16361	M&R PM AV SVR SRVC 1YR	EA	**Optional**
2	809800-16363	M&R PM AV SVR SRVC 3YR	EA	**Optional**
2	809800-16365	M&R PM AV SVR SRVC 5YR	EA	**Included**
		Monitoring, PM & AV Service: Workstations		
		Note: Includes (2) Workstations, (1) Management Console		
3	04000-00399	M&R WKST AGENT LIC	EA	**Included**
3	809800-16377	M&R PM AV WKST SRVC 1YR	EA	**Optional**
3	809800-16379	M&R PM AV WKST SRVC 3YR	EA	**Optional**
3	809800-16381	M&R PM AV WKST SRVC 5YR	EA	**Included**
		Monitoring, PM & AV Service: IP Devices		
		Note: Includes (1) Virtual Host/Machines, (1) MDS Servers, (1) ASN Node 2, (4) Gateways, (1) Firewall, (1) Firewalls for EIM/SMS, (1) 4TB NAS Device, (2) Cisco Switches		
12	04000-00400	M&R NETWORK/IP AGENT LIC	EA	**Included**
12	809800-16343	M&R IP DEVICE SRVC 1YR	EA	**Optional**
12	809800-16345	M&R IP DEVICE SRVC 3YR	EA	**Optional**
12	809800-16347	M&R IP DEVICE SRVC 5YR	EA	**Included**

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Equipment List 6-11

Extended Warranties

Qty.	Part No.	Description	U/M	Equipment
		Server Extended Warranty		
1	04000-01619	*Note: Includes (1) VESTA 9-1-1 Servers* WARR 24X7 DL380G10 3YR *Note: Upgrade & uplift from parts, labor and on-site standard warranty to 3 yr warranty NBD.*	EA	**Included**
1	04000-01621	WARR NBD DL380G10 5YR *Note: Upgrade & uplift from 3 yr warranty 9x5 NBD to 5 yrs, 9x5 NBD response time.*	EA	**Optional**
		Workstation Extended Warranty		
3	04000-01594	*Note: Includes (2) Workstations, (1) Management Console.* WARR NBD 600/705/805 G2/G3/G4/G5/G6 5YR *Note: Warranty upgrade from 3 yrs warranty 9x5 NBD to 5 yrs 9x5 NBD.*	EA	**Included**

VESTA® Services

Qty.	Part No.	Description	U/M	Equipment
		Services to Support VESTA® SMS *Note: See Host A.*		
		Project Management Services *Note: See Host A.*		

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

Next Generation VESTA 9-1-1

6-12 Equipment List

Motorola Solutions Confidential Restricted

6.3 OPTIONAL I&M TRAINING

VESTA® Services

Qty.	Part No.	Description	U/M	Equipment
2	000001-06700	***I&M/In-Factory Training*** *Note: I&M courses are typically given at Vesta Solutions's training facility in Temecula, CA or Brentwood, TN but can also be taught onsite. For onsite pricing, please contact Training. Prices for I&M courses are per student and do not include travel expenses.* **V9-1-1 I&M FACT TRNG** *Note: In-factory Installation & Maintenance training for technicians on the installation and maintenance on VESTA® 9-1-1. Course length is 10 days.*	EA	**Included**

Next Generation VESTA 9-1-1

Motorola Solutions Confidential Restricted

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

Equipment List   6-13

SECTION 7

PRICING SUMMARY

Summary by Expense Category/Component - 5 YEAR		
VESTA 9-1-1 Hardware Refresh		
Hardware/Software	$	147,470.15
Implementation, Project Management and Training	$	100,486.11
Software Support	$	170,904.35
24x7 Onsite Maintenance	$	121,500.00
Extended Warranties (3yr, 24/7, 4hr)	$	6,297.50
Main Quote Subtotal	$	**546,658.11**
Citizen Input / Smart Transcription		
Citizen Input / Trans (Annual Recurring (ARC))	$	48,000.00
Citizen Input / Trans (Non Recurring (NRC))	$	12,160.00
CI/ST Quote Subtotal	$	**60,160.00**
Discount/Incentive	$	**(106,000.00)**
Grand Total	$	**500,818.11**
Optional Items		
Extended Warranties (5yr, 9x5, NBD)	$	5,288.00
I&M Training	$	7,875.00

* Quote is valid for 180 days from the date of this proposal.

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Pricing Summary   7-1

SECTION 8

COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

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

Section 1   ATTACHMENTS

1.1.   EXHIBITS.   The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.
Exhibit A   "Motorola Software License Agreement"
Exhibit B   "Payment"
Exhibit C   Motorola Proposal dated November 10, 2021
Exhibit D   "System Acceptance Certificate"

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

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

Section 2   DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

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

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

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

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

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

"Equipment" means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. 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 Agreement.

"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.

"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 Agreement 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 Agreement, 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 Agreement.

"Software License Agreement" means the Motorola Software License Agreement (Exhibit A).

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

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

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

Next Generation VESTA 9-1-1

2   *Communications System and Services Agreement*

Motorola Solutions Confidential Restricted

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

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

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program.

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

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

"System Acceptance" means the Acceptance Tests have been successfully completed.

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

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

Section 3   SCOPE OF AGREEMENT AND TERM

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

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

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

3.4.   ADDITIONAL EQUIPMENT OR SOFTWARE.   For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available.   Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement (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. Alternatively, Customer may register with and place orders through Motorola Online ("MOL"), and this Agreement will be the "Underlying Agreement" for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale.   MOL registration and other information may be found at https://businessonline.motorolasolutions.com and the MOL telephone number is (800) 814-0601.

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 a change order.

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 Agreement 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 Agreement 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, Customer's issuance and Motorola's acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

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 Agreement applicable to maintenance, support, installation, and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

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

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

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

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

Next Generation VESTA 9-1-1

4   *Communications System and Services Agreement*

Motorola Solutions Confidential Restricted ᴹᴬ

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

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

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

4.8.   ASSUMPTIONS. If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement 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 Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement 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 Agreement 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 change order, Addendum or amendment to this Agreement.

Section 5   PERFORMANCE SCHEDULE

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

Section 6   CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2.   CONTRACT PRICE. The Contract Price in U.S. dollars is $_____. 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 listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

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 Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a 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 add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. 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:
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 Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

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

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

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

Next Generation VESTA 9-1-1

6   Communications System and Services Agreement

Motorola Solutions Confidential Restricted

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 AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES.   MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.

Section 11   DELAYS

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

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

12.1.   GOVERNING LAW. This Agreement will be governed by and construed in accordance with the laws of the State of South Carolina.

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

Next Generation VESTA 9-1-1

8   Communications System and Services Agreement

Motorola Solutions Confidential Restricted 🅜

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

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

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

12.5. CONFIDENTIALITY. All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

Section 13   DEFAULT AND TERMINATION

13.1. DEFAULT BY A PARTY. If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. FAILURE TO CURE. If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

Section 14   INDEMNIFICATION

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

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

to Customer's performance under this Agreement.

14.3. PATENT AND COPYRIGHT INFRINGEMENT.

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

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

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

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 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, 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 price of twelve (12) months of Services 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 AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 16   CONFIDENTIALITY AND PROPRIETARY RIGHTS

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

Next Generation VESTA 9-1-1

10   Communications System and Services Agreement

Motorola Solutions Confidential Restricted

16.1. CONFIDENTIAL INFORMATION.

16.1.1. Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Agreement. All Deliverables will be deemed to be Motorola's Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, 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 Agreement; (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 Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

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 agreement; (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 Agreement. Additionally, the Recipient may disclose Confidential Information to the extent required by a judicial or legislative order or proceeding, or by any applicable federal or state open records act or freedom of information act requirements provided that it gives the Discloser prompt prior notice of the intended disclosure and an opportunity to respond or object to the disclosure, if permissible.

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 Agreement. 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 Agreement. 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 Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

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

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

16.4 DATA AND FEEDBACK.

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

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

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback

does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

Section 17   GENERAL

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

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

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

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

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

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

17.7.   NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as 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 Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and

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

Next Generation VESTA 9-1-1

12 Communications System and Services Agreement

Motorola Solutions Confidential Restricted

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

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 Agreement. In such cases, a revision to the appropriate provisions of the Agreement, 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 Agreement 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. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase 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.

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

Motorola Solutions, Inc.   **Jasper County**

By: _____   By: _____

Name: _____   Name: _____

Title: _____   Title: _____

Date: _____   Date: _____

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

Next Generation VESTA 9-1-1

14   *Communications System and Services Agreement*

Motorola Solutions Confidential Restricted

Exhibit A

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and Jasper County, South Carolina ("Licensee").

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

Section 1   DEFINITIONS

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

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

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

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

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

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

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

Section 2   SCOPE

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

Section 3   GRANT OF LICENSE

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

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

3.3   TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR

PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4   LIMITATIONS ON USE

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

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

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

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

Section 5   OWNERSHIP AND TITLE

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

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

Next Generation VESTA 9-1-1

16   *Communications System and Services Agreement*

Motorola Solutions Confidential Restricted

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

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

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

Section 9   Commercial Computer Software

9.1   *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48

C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

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

SECTION 9Section 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

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

Next Generation VESTA 9-1-1

18   Communications System and Services Agreement

Motorola Solutions Confidential Restricted

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

1. 30% of the Contract Price due upon contract execution (due upon effective date);

2. 60% of the Contract Price due upon shipment of equipment from Staging; and

3. 10% of the Contract Price due upon Final Acceptance.

Motorola reserves the right to make partial shipments of equipment and to invoice upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, 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.

*For Lifecycle Support Plan and Subscription Based Services:

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

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

Next Generation VESTA 9-1-1

20 *Communications System and Services Agreement*

Motorola Solutions Confidential Restricted

Exhibit C
Motorola Proposal dated November 10, 2021

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.

<u>Customer Representative:</u>   <u>Motorola Representative:</u>

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

<u>Customer Representative:</u>   <u>Motorola Representative:</u>

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

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

Next Generation VESTA 9-1-1

22   *Communications System and Services Agreement*

Motorola Solutions Confidential Restricted

MAINTENANCE AND SUPPORT ADDENDUM

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

1.   DEFINITIONS

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

2.   SCOPE

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

3.   TERMS AND CONDITIONS

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

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

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

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

3.4   TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

3.4.1   Unearned Discount: If the Customer terminates a multi-year Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination equal to the discount applied to the last three (3) years of Service payments for the original Term. This is not a penalty but a reconciliation of the discounted pricing schedule for a multi-year commitment.

3.5   EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

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

3.7   MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product

manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

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

3.9   EQUIPMENT FAILURE.   Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement and applicable SOW.

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

3.11   EXCLUDED SERVICES.

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

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

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

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

4.   PAYMENT

4.1   Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms

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

Next Generation VESTA 9-1-1

24   Communications System and Services Agreement

Motorola Solutions Confidential Restricted

are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

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

5.   ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

Subscription Software Addendum

This Subscription Software Addendum (this "**SSA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and Jasper County, South Carolina ("**Customer**"), and will be subject to, and governed by, the terms of the Communications System and Services Agreement entered into between the Parties, effective as of_____(the "**CSSA**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the CSSA.

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

2. **Delivery of Subscription Software.**

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

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

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

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

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

Next Generation VESTA 9-1-1

26   *Communications System and Services Agreement*   *Motorola Solutions Confidential Restricted*

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

3. Subscription Software License and Restrictions.

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

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

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

4. Term.

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

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

Next Generation VESTA 9-1-1

28 *Communications System and Services Agreement*

Motorola Solutions Confidential Restricted

such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence

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

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

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

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

5.   **Payment.**

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

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

6. Liability.

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

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

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

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

Next Generation VESTA 9-1-1

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

Motorola Solutions Confidential Restricted

Communications System and Services Agreement 8-1

ECH Add-on Cloud Interface Software Addendum

This ECH Add-on Cloud Software as a Service Addendum (this "**Interface Addendum**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and Jasper County, South Carolina ("**Customer**"), and will be subject to, and governed by, the terms of the Subscription Software Agreement entered into between the Parties, effective as of _____ (the "**Subscription Software Agreement**"), and the applicable Addenda. Capitalized terms used in this Interface Addendum, but not defined herein, will have the meanings set forth in the Subscription Software Agreement or the applicable Addenda.

1.   **Scope.** This Interface Addendum covers certain add-on cloud products listed in EXHIBIT 1 (the "**Add-on Cloud Products**") and will control with respect to conflicting terms in the Subscription Software Agreement or any other applicable Addendum, but only as applicable to the products and Services purchased under this Interface Addendum. A list of the on-premise software available for license under this Interface Addendum is attached hereto as EXHIBIT 2 (collectively, the "**Cloud Interface Software**"). In connection with the Add-on Cloud Products, Customer may also purchase certain Add-On Cloud Services as described in **Section 2.2 <u>Services</u>** hereto.

2.   **Applicable Terms and Conditions.**

1.   <u>Cloud Interface Software</u>

    1.   <u>Software License</u>. Subject to Customer's and its Authorized Users' compliance with the Subscription Software Agreement (including payment terms), Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Cloud Interface Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the equipment provided by Motorola, or Customer-Provided Equipment (as applicable, the "**Designated Products**") and solely for Customer's internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Cloud Interface 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 Cloud Interface Software remotely from any location.

        2.   <u>End User Licenses</u>. Notwithstanding any provision to the contrary in the Subscription Software Agreement, certain Cloud Interface Software is governed by a separate license, end-user license agreement, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Cloud Interface Software. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

        3.   <u>Customer Restrictions</u>. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Cloud Interface Software Customer will not and will not allow others, including the Authorized Users,

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

Next Generation VESTA 9-1-1

8-2   *Communications System and Services Agreement*

Motorola Solutions Confidential Restricted

to: (a) make the Cloud Interface Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Cloud Interface Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Cloud Interface Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Cloud Interface Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Cloud Interface Software or Documentation to be placed in the public domain; (f) use the Cloud Interface Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

4.   Copies. Customer may make one (1) copy of the Cloud Interface Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Cloud Interface Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Cloud Interface Software during such Cloud Interface Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Cloud Interface Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Cloud Interface Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Cloud Interface Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Cloud Interface Software is transferred. Temporary transfer of the Cloud Interface Software to another device must be discontinued when the original Designated Product is returned to operation and the Cloud Interface Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

5.   Motorola Warranties. Subject to the disclaimers and exclusions set forth in this Interface Addendum, (a) to the extent permitted by the providers of third-party software included in the Add-on Cloud Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party, and (b) for a period of ninety (90) days commencing upon delivery of Motorola-owned Cloud Interface software, Motorola represents and warrants that such Cloud Interface Software, when used in accordance with the Documentation and the Interface Addendum, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Cloud Interface Software (as determined by Motorola). The warranty set forth in subsection (b) will be referred as the "**Motorola Licensed Software Warranty**". As Customer's sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Cloud Interface Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola's sole option, Motorola will either replace the defective Cloud Interface Software with functionally-equivalent software, provide substitute software to Customer, or terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Cloud Interface Software issued by Motorola, and issuance of updated versions of any Cloud Interface Software does

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

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

7. <u>ADDITIONAL EXCLUSIONS.</u> IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THIS AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE SUBSCRIPTION SOFTWARE AGREEMENT AND THIS INTERFACE ADDENDUMTO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA, OR (B) TRACKING AND LOCATION-BASED SERVICES

2. <u>Services</u>.

1. Motorola will provide services related to purchased Add-on Cloud Products (**"Add-on Cloud Services"**), to the extent set forth in an Ordering Document.

2. <u>Service Ordering Documents</u>. The Fees for Add-on Cloud Services will be set forth in an Ordering Document and any applicable project schedules. A Customer point of contact will be set forth in the applicable statement of work for the Add-on Cloud Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Interface Addendum.

3. <u>Integration Services.</u> If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Add-on Cloud Products at the applicable locations, agreed upon by the Parties (**"Integration Services"**) as further described in the applicable statement of work.

4. <u>Completion of Integration Services</u>. Unless otherwise specified in the applicable Ordering Document, Integration Services described in an Ordering Document will be deemed complete upon the earlier of Customer's (or the applicable Authorized User's) (i) Beneficial Use (as defined below) of the applicable Add-on Cloud Products or (ii) Motorola's functional demonstration to Customer of the installation and integration of the Add-On Services. For clarity, if the Add-On Cloud Products are comprised of more than one product, Motorola may notify Customer that the installation and integration for a particular product have been completed, and Customer may have Beneficial Use of such Add-On Product prior to having Beneficial Use of other Add-On Products. In such case, the installation and integration applicable to such product will be deemed complete upon Customer's

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

Next Generation VESTA 9-1-1

8-4   Communications System and Services Agreement

Motorola Solutions Confidential Restricted

Beneficial Use of the product. As used in this Section, **"Beneficial Use"** means the ability to use the material features and functionalities of a product in material conformance with product descriptions in the applicable Ordering Document.

5.   Post-Installation Support and Maintenance Services.   Motorola agrees to provide Customer support services, if purchased, as identified in the applicable accepted Order Document and in accordance with the applicable Motorola support documentation. Support for Motorola proprietary software and firmware is available pursuant to Motorola's Next Generation 9-1-1 Software Support Program, a copy of which is attached hereto as **EXHIBIT 3** and incorporated herein by reference. Motorola's Managed Services such as Remote Monitoring, AntiVirus Definition Update Services, Disaster Recovery Services and Patch Management Services are available, if purchased, pursuant to the terms and conditions of the Motorola's Managed Services Offerings Policy which is attached hereto as **EXHIBIT 4** and incorporated herein by reference. The purchase of Add-on Cloud Products includes Cloud Interface Software that allows connectivity to the cloud services.   If Customer currently has or purchases a new Monitoring and Response agreement for VESTA 9-1-1, technical support will be included for Add-on Cloud Products. Monitoring of Add-on Cloud Products events will be included as long as additional appropriate application licenses have been acquired and installed.

EXHIBIT 1 – ADD-ON CLOUD PRODUCTS

CommandCentral Citizen Input (**"Citizen Input"**)
CommandCentral Smart Transcription (**"Smart Transcription"**)
CommandCentral Aware (**"Aware"**)

EXHIBIT 2 –CLOUD INTERFACE PRODUCTS

Console Transcription Application (CTA)
VESTA API
VESTA Edge

EXHIBIT 3 - NEXT GENERATION 9-1-1 SOFTWARE SUPPORT PROGRAM

[see attached]
EXHIBIT 4 - MANAGED SERVICES OFFERINGS POLICY

[see attached]

NEXT GENERATION 9-1-1 SOFTWARE SUPPORT PROGRAM

Motorola Solutions

REV. C
10/11/2016

MOTOROLA SOLUTIONS

REVISION HISTORY

Date	Version	Author	Change
10/11/2016	C	Office of General Counsel	MSI Rebranding

TABLE OF CONTENTS

Motorola Solutions offers application software and firmware support to purchasers of its proprietary application software and firmware products, in accordance with the terms and conditions of this Next Generation 9-1-1 Software Support Program ("Support Program"). A minimum one year term is required with all software license purchases. This Support Program does not apply to third party, non-proprietary application software, system software or ancillary software.

1.   GENERAL

1.1   Definitions

"Customer" is defined as the party purchasing the Support Program from Motorola Solutions.

"End User" is defined as the user of the application software or firmware supported hereunder.

"Firmware" is defined as programs kept in semi-permanent storage, such as various types of read-only memory. Firmware contains software that is so constantly called upon by a computer or phone system that it is "burned" into a chip, thereby becoming firmware. Firmware is non-volatile; it will not be forgotten when the power is turned off. **"Software"** is defined as computer program instructions that facilitate functionality within hardware. There are three main types of software. System software (operating systems, i.e. Windows 7), which is not supported hereunder, controls the working of the computer. Ancillary software, which is not supported hereunder, includes database applications, back up products, and other third party software. Application software is designed to perform specific tasks. This Support Program applies to proprietary application software and firmware only.

1.2   Term of the Support Program

The Support Program may be purchased in 1-year, 2-year, 3-year, 4-year or 5-year terms, unless the related software or firmware has reached a point in its lifecycle where only a shorter Support Program term is available. Any such limitation on Support Program terms will be communicated to the Customer at the time of purchase. In all cases, the term commences on the date the software or firmware is shipped from Motorola Solutions ("Support Program Effective Date"). In connection with the purchase of the Support Program for a term of any duration, or upon the expiration of the term of the Support Program, the Customer may purchase an extension of the term in one month increments provided that the one month increments are for the purpose of achieving a term coterminous with other active Support Programs or Managed Services Programs. The fee for each one month increment shall be equal to one-twelfth of the fee for a one year term of the applicable Support Program. In the event the Customer purchases new products or modules to add on to an existing system (see Section 3.1 below), the new products or modules will be added to and covered by the Customer's applicable Support Program, and the incremental support fee shall be calculated based on the remaining term of the Customer's applicable Support Program. For example, if a new module is purchased and the Customer's applicable Support Program has a remaining term of 27 months, the Customer will be charged a support fee to cover the 27 months period.

1.3   Renewal of Support Program

1.3.1   Renewal

Motorola Solutions offers renewal terms in 1-year, 2-year, 3-year, 4-year or 5-year durations. The length of a renewal term may be limited if the related software or firmware has reached a point in its lifecycle where only a shorter support term is available. Any such limitation on Support Program terms will be communicated to the Customer at the time of purchase.

The renewal rate for all Support Programs offered by Motorola Solutions shall be the prevailing Support Program fee for the related application software or firmware at the time of renewal. In order to avoid a Support Program Reinstatement Fee, the Customer must renew the program prior to the expiration of the initial Support Program term or within the Motorola Solutions provided grace period. The applicable grace period within which to order and receive renewal of the initially purchased Support Program is 90 calendar days. Any ancillary or third party software or firmware support which the Customer may have purchased in addition to this Support Program terminates immediately upon its expiration. **Note**: To the extent a Customer has purchased support for ancillary or third party software or firmware, this Support Program does not apply to such ancillary or third party software or firmware and, therefore, no grace period is applicable to such support.

1.3.2   Reinstatement Fee

If the Support Program is not renewed prior to expiration of the existing term or grace period, if applicable, then the Customer, in addition to being charged the applicable Support Program Renewal Fee, will also be subject to the prevailing Support Program Reinstatement Fee as set forth in the applicable price list upon Support Program renewal.

1.3.3   Software and Firmware Support Program Renewal Effective Date

The renewal term will commence on the first day of the month following the month in which the renewal order is received from the Customer and accepted by Motorola Solutions or on the date on which the prior term expired, whichever is later. The renewed Software and Firmware Support Program terminates upon expiration of the renewal term purchased. No grace period is provided when renewing a Support Program which previously has been renewed.

1.4   Cancellation of Support Program

1.4.1   Cancellation by the End User

The Customer may cancel the Support Program at any time and for any reason with written notice to Motorola Solutions. Cancellations will be effective upon the first day of the month following notification ("Customer Cancellation Date"). Any prepaid Support Program fee shall be refunded on a prorated basis from the Customer Cancellation Date through the end of the purchased term, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Support Program. Partial cancellations may be made for deactivation of a PSAP or positions. Cancellations may not be made on a component basis.

1.4.2   Cancellation by Motorola Solutions

Motorola Solutions may cancel the Support Program upon 30 calendar days' notice to the Customer ("Motorola Solutions Cancellation Date"), if the Customer is in material breach of its obligations hereunder. Motorola Solutions may also cancel the Support Program if Customer cannot or will not fulfill its operating environment responsibilities as described in Section 1.7 below, and/or as a result, the End User is not maintaining a software or firmware release that is a current version minus one (1), as required by Section 1.6 below. In the event of cancellation by Motorola Solutions, any prepaid Support Program fee shall be refunded on a prorated basis from the Motorola Solutions Cancellation Date, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Support Program.

1.5 Motorola Solutions Software Versioning

Beginning with the release of VESTA 9-1-1 R6, Motorola Solutions will adopt a new software versioning system. It will move from an xx.yy scheme (such as VESTA Pallas 3.02) to an xx.yy.zz versioning system. For example, under the new versioning system, VESTA 9-1-1 R6 will be released as VESTA 9-1-1 06.00.00. Generally, a change to the zz portion of the version number will reflect a Fix (defined below). Therefore, a Fix to the VESTA 9-1-1 06.00.00, will be reflected as 06.00.01. A change to the yy portion of the version number will reflect an Update (defined below). Therefore, an Update to the VESTA 9-1-1 06.00.01 will be reflected as 06.01.01. A change to the xx portion of the version number will reflect an Upgrade (defined below) which may also include Updates and Fixes. Therefore, an Upgrade to the VESTA 9-1-1 06.01.01, will be reflected as 07.00.00. As part of the Support Program customers will receive Fixes, Updates and Upgrades at no additional charge as further defined below.

1.6 Conditions of the Support Program

1.6.1 Next Generation 9-1-1 Software Support Program

In order to keep the Support Program active, the Customer is required to:

1. Ensure that the End User maintains a Motorola Solutions application software and firmware release that is the current version or current version minus one Update (the yy portion of xx.yy.zz software version). In other words if, for example, the current version of VESTA 9-1-1 were 06.02.03, The End User may be on any version of 06.02.zz regardless of the "zz" number, or they may be on 06.01.zz regardless of the "zz" number. In this example, the End User would be out of compliance with this requirement if it were on VESTA 9-1-1 06.00.01 as the Update (yy number) would be older than current version minus one Update;
2. Pay all applicable Support Program Fees;
3. Comply with all terms and conditions of this Support Program

1.7 Customer's Operating Environment Responsibilities

1.7.1 Hardware Operating Environment

It is the Customer's responsibility to ensure that the hardware operating environment is fully functional and meets the Motorola Solutions and OEM minimum operating requirements. In the event a software or firmware Fix, Update or Upgrade is available hereunder and requires a hardware upgrade to implement, Customer is responsible for the cost of such hardware upgrade.

1.7.2 Operating System and Ancillary Software and Firmware Environment

It is the Customer's responsibility to ensure that the operating system and ancillary software and firmware are fully functional, commercially available (except as otherwise agreed in writing by Motorola Solutions) and meet Motorola Solutions' minimum operating requirements for Motorola Solutions' software and firmware product(s). However, Motorola Solutions may provide fixes and/or updates for operating systems when applicable and available by the respective manufacturer. In the event a software or firmware Fix, Update or Upgrade provided hereunder requires an operating system and/or ancillary and/or third party software or firmware change to implement, the Customer is responsible for the cost of such operating system and/or ancillary and/or third party software or firmware change.

2. SUPPORT SERVICES PROVIDED

2.1 Motorola Solutions' Technical Support Center

2.1.1 Telephone Support

As part of the Support Program, Motorola Solutions provides 7 day / 24 hour access to its Technical Support Center. This technical support is designed to support the Customer's technician who has been previously trained in the product about which they are calling. The Customer's technician is responsible for attempting to troubleshoot the problem prior to calling. In the event a Customer's technician is not adequately trained in the product about which he or she is calling, Motorola Solutions will request that additional Customer support be brought into the troubleshooting activity, and if the Customer is not able to provide additional support, Motorola Solutions may provide assistance at the prevailing Technical Support time and materials rates to Customers with an active Support Program. Motorola Solutions does not guarantee the provision of such services but may provide such at its discretion on a best efforts basis. Motorola Solutions will invoice Customer for such services following rendering and payment shall be due in accordance with Customer's contract with Motorola Solutions which governs the related software of firmware purchase.

2.1.2 Telephone Support Procedures

Accessing Motorola Solutions' Technical Support Center

Motorola Solutions' Technical Support Center may be accessed by the Customer's technician via our toll free number, 1-800-491-1734 or through email at vesta.techsupport@motorolasolutions.com. With respect to any issue reported, the following information is requested:

- Caller's name
- Caller's company
- Call Center Name and Location
- Caller's contact number
- Severity of the problem
- Description of the problem
- When the problem first occurred
- If there were any recent changes to the system
- Operational impact of the problem
- How often the problem is occurring
- If the problem can be recreated
- What work was done thus far and the results of that work
- If the problem has been escalated within your company
- What other problems are occurring at the site
- If documentation is on-site and is it being used to resolve the problem

Upon contacting Motorola Solutions' Technical Support Center, the Customer's technician will receive a Case Number for tracking the service request. The Case Number will enable the Customer's technician to check the status of a case at any time by calling the Technical Support Center and selecting the applicable option.

2.1.3 Problem Diagnostics and Resolution

Motorola Solutions technical support personnel will assist the customer's technician in resolving the issue, but it is the Customer technician's responsibility to implement the solution. Because of the complexity of how the application interfaces with other devices and applications it is necessary that the Customer technician be able to understand the recommended solution and determine the applicability of the solution for the system being supported.

If the Customer technician is not able to resolve the issue it is expected the Customer bring in a second tier to support the effort. Motorola Solutions is not responsible for the actions of the Customer technician. If the problem is beyond the scope of the Motorola Solutions Technical Support Specialist, the problem will be escalated to a more senior Product Support Specialist and where necessary include development resources. Once the Customer resolves the problem, the Customer's technician will call the Technical Support Center to report resolution. The Motorola Solutions Technical Support Specialist will document the Customers repair activity into the case and then close the case.

2.2 Application Software and Firmware Program Fixes

Application software and firmware program Fixes are defined as resolutions to problems that result from a defect in the application software or firmware product or supplied documentation. Customers will be notified of the availability of program Fixes by a Motorola Solutions Product Change Notice. The Customer shall then contact Motorola Solutions' Order Management to order the program Fix at no additional charge provided that the Support Program is in effect. The program Fix will be available only within the current release of the product and subsequently will be incorporated into future software or firmware program updates. For the sake of accurate clarification as to the detected problem, the Customer is required to submit to Motorola Solutions a written description of the problem including date, time, position, any diagnostic data, and a general description of the problem. Such written description shall be sent to, or provided electronically to Motorola Solutions' Technical Support Center. Any change in the "zz" portion of the xx.yy.zz software version shall constitute an application software program Fix. For example a change from VESTA 9-1-1 06.01.02 to 06.01.03 represents an application software program Fix.

2.3   Application Software and Firmware Program Updates

Application software and firmware program Updates are defined as minor enhancements to the already purchased product feature / functionality set. A product change is classified as minor, in the discretion of Motorola Solutions, based upon the impact of the change to the core functionality of the product. Customers will be notified by a Motorola Solutions Product Change Notice, of all application software and firmware program Updates, which occur within the term of the Support Program. The Customer shall then contact Motorola Solutions' Order Management to order the Update at no additional charge provided that the Support Program is in effect. Application software and firmware program Updates will roll into the existing Support Program, thereby not extending the term of the Support Program. Any change in the "yy" portion of the xx.yy.zz software version shall constitute an application software program Update. For example a change from VESTA 9-1-1 06.01.02 to 06.02.00 represents an application software program Update.

2.4   Application Software and Firmware Program Upgrades

Application software and firmware program Upgrades are defined as major enhancements to the already purchased product feature / functionality set or incremental new features or functionality. A product change is classified as an Upgrade in the discretion of Motorola Solutions. Customers will be notified by a Motorola Solutions Product Change Notice, of all application software and firmware program Upgrades, which occur within the term of the Support Program. The Customer may then contact Motorola Solutions' Order Management to order the Upgrade at no additional charge provided that the Support Program is in effect. Software and firmware program Upgrades will roll into the existing Support Program, thereby not extending the term of the Support Program. Any change in the numbers. Any change in the "xx" portion of the xx.yy.zz software version shall constitute an application software program Upgrade. For example a change from VESTA 9-1-1 06.01.02 to 07.00.00 represents an application software program Upgrade.

3. SUPPORT SERVICES NOT PROVIDED

3.1 New Software and Firmware Modules Requiring Separate License

New software and firmware modules are defined as separate and significant functionality outside the already purchased feature set of the software and firmware products. New software and firmware modules are not included as part of this Support Program as they require a separate license. New software and firmware modules will be made available at a price to be determined upon their release. Examples of new products or modules include, but are not limited to the following: ESInet Interface Module (EIM), application protocol interfaces (API) such as an API for CAD, geodiversity, functionality to enable receipt and processing of pictures or images via MMS, fixed video files, social media, sensor data, video chat, DOT video cameras, security/border video cameras, streaming audio, and streaming video

3.2 On-site Installation or Project Management Support

On-site installation and/or project management services are not covered under this Support Program. Such services may be provided pursuant to a separate Statement of Work detailing the specific services to be rendered for a given project and the applicable price.

3.3 Training

Training is not covered under this Support Program. Training is available at Motorola Solutions' prevailing rates.

3.4 Remote Diagnostic and Resolution Services

Remote diagnostic and resolution services such as Managed Services and remote dial-in are not covered under this Support Program. Such services are available pursuant to Motorola Solutions' Managed Services Program at Motorola Solutions' prevailing rates.

3.5 Post Installation Support Limitations

Motorola Solutions' support obligations hereunder will not apply to any Motorola Solutions supported application software or firmware if correction of an error, adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, failure of the Customer, the End User and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.

- Repair or alteration, or attempted repair or alteration of any Motorola Solutions supported product (hardware and/or software) by the Customer, the End User or others, unless otherwise approved in writing by Motorola Solutions.
- Connection of another machine, device, application or interface to Motorola Solutions supported equipment (hardware and/or software) by the Customer, the End User or others, which has caused damage to Motorola Solutions supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Motorola Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application or interface not specifically certified and approved by Motorola Solutions for use in the End User's environment.
- The operation of the software in a manner other than that currently specified by Motorola Solutions in its applicable Motorola Solutions product documentation.
- The failure of the Customer to provide suitable qualified and adequately trained operating and maintenance staff.
- Incompatible or faulty End User hardware and/or software interfaces.
- Modifications made without Motorola Solutions' written approval to the OS, network, hardware or software environment or software applications.

Further, support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, performance of preventive maintenance or system administration, or adding additional devices or software applications.

Motorola Solutions may provide assistance at the prevailing Technical Support time and materials rates to Customers with an active Support Program. Motorola Solutions does not guarantee the provision of such services but may provide such at its discretion on a best efforts basis. Motorola Solutions will invoice Customer for such services following rendering and payment shall be due in accordance with Customer's contract with Motorola Solutions which governs the related software and/or firmware purchase.

3.6 Other Services

Other services not specifically identified as being included in the support services provided hereunder are not included.

4. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

This Support Program shall not be construed as providing a software or firmware warranty. Motorola Solutions' software and firmware warranty is set forth in its applicable End User License Agreement. In the event of a conflict between the language of this Article IV and the agreement pursuant to which Customer purchased the applicable Support Program, the terms of such agreement shall prevail.

WARRANTY DISCLAIMER:

THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT ANY SOFTWARE OR FIRMWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, HARDWARE, FIRMWARE AND SOFTWARE CONFIGURATIONS; AND (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR ACCURACY OF INFORMATIONAL CONTENT.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL VESTA SOLUTIONS, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR FIRMWARE SUPPORTED HEREUNDER OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF VESTA SOLUTIONS HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. IN NO EVENT SHALL VESTA SOLUTIONS' LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER FOR THIS SUPPORT PROGRAM.

MANAGED SERVICES OFFERINGS POLICY

Motorola Solutions

REV. C
07/16/2015

MOTOROLA SOLUTIONS

REVISION HISTORY

Date	Version	Author	Change
07/16/2015	C	Office of General Counsel	MSI Rebranding

TABLE OF CONTENTS

For a fee, Motorola Solutions provides certain service offerings to purchasers of its VESTA product lines software, in accordance with the terms and conditions of this Managed Services Offerings. The scope of the services include, and are limited to, the services described herein.

1. GENERAL

1.1 Definitions

"Customer" is defined as the party purchasing the Managed Services Offering from Motorola Solutions.

"End User" is defined as the user of the application software or firmware serviced hereunder.

"Firmware" is defined as programs kept in semi-permanent storage, such as various types of read-only memory. Firmware contains software that is so constantly called upon by a computer or phone system that it is "burned" into a chip, thereby becoming firmware. Firmware is non-volatile, it will not be forgotten when the power is turned off. As an example, the ECS system contains a collection of firmware files corresponding to the individual system modules.

"Software" is defined as computer program instructions that facilitate functionality within hardware. There are three main types of software. System software (operating systems, i.e. Windows 7 Server 2007) controls the working of the computer. Ancillary software includes database applications, back up products, and other third party software. SQL Server and Backup Exec are considered ancillary software. Application software is designed to perform specific tasks. VESTA 911®, VESTA Analytics® and VESTA Mapping are examples of application software.

1.2 Term of the Managed Services Offerings

The Managed Services Offerings can be purchased in 1-year, 2-year, 3-year, 4-year or 5-year terms unless the related software or firmware has reached a point in its lifecycle where only a shorter Managed Services Offering term is available. Any such limitation on Managed Services Offering terms will be communicated to the Customer at the time of purchase. Further, Motorola Solutions generally notifies Customers pursuant to its Product Change Notice procedure of relevant lifecycle events 120 days prior to the onset of such event. In all cases, the term commences on the date service Offerings are activated at the site. In connection with the purchase of the Managed Services Offerings for a term of any duration, or upon the expiration of the term of the Managed Services Offering, the Customer may purchase an extension of the term in one month increments provided that the one month increments are for the purpose of achieving a term coterminous with other active Managed Services Offerings or Next Generation 9-1-1 Software Support Program. The fee for each one month increment shall be equal to one-twelfth of the fee for a one year term of the applicable Managed Services Offering.

1.3   Renewal of Managed Services Offering

1.3.1   Renewal

Motorola Solutions offers renewal terms in 1-year, 2-year, 3-year, 4-year or 5-year duration or monthly increments with the intent to co-term support (as described in Section 1.2 above). The length of a renewal term may be limited if the VESTA System has reached a point in its lifecycle where only a shorter term is available. Any such limitation on Managed Services Offerings terms will be communicated to the Customer at the time of purchase. The renewal rate for all Managed Services Offerings by Motorola Solutions shall be the prevailing Managed Services fee at the time of renewal. In order to avoid a Service Reinstatement Fee, the Customer must renew the Service prior to the expiration of the applicable Managed Services Offing term.

1.3.2   Reinstatement Fee

If the Managed Services Service is not renewed prior to the expiration of the existing term, then the Customer, in addition to being charged the applicable Managed Services Renewal fee, will also be subject to the prevailing Managed Services Reinstatement Fee upon service renewal.

1.3.3   Managed Services Service Renewal Effective Date

The renewal term will commence on the first day of the month following the month in which the renewal order is received from the Customer and accepted by Motorola Solutions or on the date on which the prior term expired, whichever is later. The renewed Managed Services Offering terminates upon expiration of the renewal term purchased.

1.4   Cancellation of Managed Services Offering

1.4.1   Cancellation by the End User

The Customer may cancel the Managed Services Offering at any time and any prepaid support shall be refunded on a prorated basis, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable of the Managed Services Offering. A separate Managed Services Offering is purchased for software license, therefore, a separate cancellation fee applies per license purchased.

1.4.2 Cancellation by Motorola Solutions

Motorola Solutions may cancel the Managed Services Offering upon 30 calendar days notice to the Customer, if the Customer is in material breach of its obligations hereunder. Motorola Solutions may also cancel the Managed Services Offering(s) if the related Next Generation 9-1-1 Software Support Program expires or is terminated or Customer cannot or will not fulfill its operating environment responsibilities as described in Section 1.6 below, and as a result, the End User is not maintaining a software release that is the current version or current version minus one as required by Section 1.5 below. Additionally, Motorola Solutions may cancel the Managed Services Offering if the Customer is unwilling or unable to provide the required network connectivity. In the event of cancellation by Motorola Solutions any prepaid Managed Services Offering fee shall be refunded on a prorated basis, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Managed Services Offering.

1.5 Conditions of Managed Services Offerings

In order to keep the Managed Services Offerings active, the Customer is required to:

1. Ensure that the VESTA System application software and firmware release that is the current version or current minus one. The application software and firmware release dates are determined by the date of the related product release notice as specified in the applicable published Product Change Notice;

2. Ensure that an internet circuit providing a minim of 1.5 Mbps bidirectional connection is available to Motorola Solutions. .

3. All equipment or software not provided by Motorola Solutions has been certified by Motorola Solutions in accordance with the Third Party Integration/Cohabitation Policy. Any alterations made to the Managed Services Offering software or hardware products by other than Motorola Solutions without Motorola Solutions written consent will result in termination of the Managed Services Offering(s);

4. Pay all applicable Managed Services Fees;

5. Comply with all terms and conditions of this Managed Services Offerings.

6. All products installed and monitored must be maintained throughout the monitoring period under an active Next Generation 9-1-1 Software Support Program and Motorola Solutions Hardware Repair and Warranty Policy.

1.6 Customer's Operating Environment Responsibilities

1.6.1 Hardware Operating Environment

It is the Customer's responsibility to ensure that the hardware operating environment is fully functional and meets Motorola Solutions and OEM minimum operating requirements. It shall be the responsibility of the Customer to correct all deficiencies at its expense.

1.6.2 Operating System and Ancillary Software and Firmware Environment

It is the Customer's responsibility to ensure that the operating system and ancillary software and firmware are fully functional, commercially available (except as otherwise agreed to by Motorola Solutions) and meet Motorola Solutions recommended operating requirements for Motorola Solutions VESTA System(s). However, Motorola Solutions may provide service pack updates for operating systems when applicable and available by the respective manufacturer. It shall be the responsibility of the Customer to correct all deficiencies at its expense.

2. SERVICES PROVIDED

2.1 Motorola Solutions Monitoring Offering

Remote monitoring is provided 7 days a week, 24 hours a day, for the designated Motorola Solutions systems and/or products monitored hereunder.   General product and system alerts, as well as specific system performance thresholds established during service plan implementation, are continually monitored. Anytime an actionable alert event is detected or the system performance/environment exceeds a threshold limit, the remote monitoring team is automatically notified by the system. A Managed Services Support Personnel reviews all alert notifications. An actionable alert event is one that the Managed Services Support Personnel deems service affecting to the End User. When it is determined a response is required, Managed Services Support Personnel will begin the diagnostic process. The Support Engineer may employ performance monitoring and other diagnostic tools to enable the interrogation of the respective site's network, including routers, hubs, workstations, servers and other monitored devices.

The designated systems and/or products monitored hereunder are as follows:

Operating System Monitoring

Only the operating system certified by Motorola Solutions and installed as part of the Motorola Solutions system is monitored. Managed Services does not monitor Motorola Solutions products installed on adjoining or separate networks, e.g. city or county network, other system network, etc.

Network System Monitoring

Only those networks accepted by Motorola Solutions and installed as part of the Motorola Solutions system network are monitored. Managed Services does not monitor Motorola Solutions products installed on adjoining or separate networks unless the customer contracts Motorola Solutions to perform discovery on the capability, and only after Motorola Solutions Managed Services Engineers identify, and the customer approves, a variable integration plan to support the request.

Hardware/Software Monitoring

Managed Services monitors the hardware/firmware shipped with the system being monitored. Upgrades to the hardware/firmware may be required for existing systems where Managed Services are purchased after the original shipment of the system.

Application Software Monitoring

Managed Services monitors all application software developed by Motorola Solutions, and third party application provided with the system that generate SNMP traps or events captured by the Microsoft Operating System Event Logs.

2.2   Remote Problem Resolution

Managed Services responsibilities are limited to resolving those alerts actually detected via remote monitoring. Once detected, a Managed Services Support Personnel will diagnose and attempt to resolve problems using remote access tools. In cases where the alert is not remotely correctable, or on-site support is required to continue diagnostic process, the Customer will be notified that a Customer technician is required on site.

The Support Engineer will contact the Customer and provide the following information:

- Site Name where an alert has been received from
- Problem Description
- Description of any work performed
- Equipment affected
- Parts required, if any
- Software required, if any
- Action required by the responding on-site technician

It is up to the Customer to determine their response to the site based on their contracted service level.

Problems detected or identified by any means other than Managed Services remain the sole responsibility of the Customer technician to troubleshoot and correct.

2.3   7 x 24 Telephone Support

Managed Services is staffed 24 hours a day, 7 days a week. Managed Services Customers will be provided a separate support code to access Support Personnel via Motorola Solutions Technical Services toll free number 1-800-491-1734 option 4. This access is provided to Customers who have questions relative to remote monitoring or other services contracted by the customer. Customers also have access to Motorola Solutions Technical Support Center to request assistance in supporting non Managed Service services.

2.4   Response Times

Response time is defined as the period of time between alert or call receipt and the time a Motorola Solutions Support Engineer begins analyzing the alert. Motorola Solutions response time commitment for response to alerts detected and received by Managed Services is and average of five minutes.

2.5   Response Status Reports

Managed Services maintains a website at www.MC911.com for Managed Services Customers to access, view, and retrieve statistical information. Upon site activation, Motorola Solutions will provide the Customer access to this web site.

Based on the services provided, customers will have insight into: specific equipment reliability; the need for equipment replacement or upgrade; application and operating system issues; and at times, operational issues that need to be addressed.

Data will include the following information:[1]

- All alert events received (each with unique event ID)
- Categorized alert severity
- Alert event date and time
- Alert notification by device
- Responses by message text
- Total number of alerts received (by defined time period)
- Alert events requiring a Motorola Solutions case
- Case status information
- Third party case number (if applicable)
- Alert events dispatched
- Case close date and time

2.6   Security

Security is an important, necessary concern for Customers considering remote management. Security itself is a function of the method of system access (frame relay, virtual private network, etc.) and the software product configuration as well as Customers and Managed Services policies.

Motorola Solutions will work directly with Customers to ensure that particular security concerns, as they pertain to Managed Service Offerings, are met. Proper network access configuration will be established for every participating Customer. To maintain the highest network security, Motorola Solutions requires Managed Services Customers to contact Managed Services prior to modification to the network or security configuration.

2.7   Alert Handling and Notification Process

Below is the standard flowchart for Alert Handling and Notification Process followed by Motorola Solutions Managed Services.

---

[1] Customer login determines access to site data and statistical information.

Customer Site

System Management Center

Event Messages

- - - Informational Notifications - - - →

Event Notifications

Automated Message Handler

Stored in Site Database

Alert Record Stored and displayed for MS Review

Create Case from Notification

Notify 1st Tier Provier - Provide Remote Resolution if Appropriate If Resolved Goto #1

Does the Event Require Response?

Yes

Case (Support Activity Record)

Contact Site if an identified process in Managed Services Support Agreement

Managed Services Works Case Annotating in CRM Case

Escalate to 1st Tier Support Provider if appropriate (May become TS* Case) If so, Goto #2

No

Contact 1st Tier Support Provider if an identified process in Managed Services Support Agreement

Acknowledge Event has been Reviewed

#1 Update Managed Services CRM Case and Notify 1st Tier and Close

Or

#2 Follow escalated case and update final solution in the Managed Services Case Notify 1st Tier and Close

Automatically Closes the Managed Services Case

Does the Existing Solution Need to be Modified? Notify Sup

No

Response_Code = UNK?

Alert Classification Process

Yes

*TS = Technical Support

3. ADDITIONAL FEE-BASED MANAGED SERVICES

The additional services described below are available for additional fees. Customers may contact Motorola Solutions Inside Sales for details and pricing for all fee-based managed services.
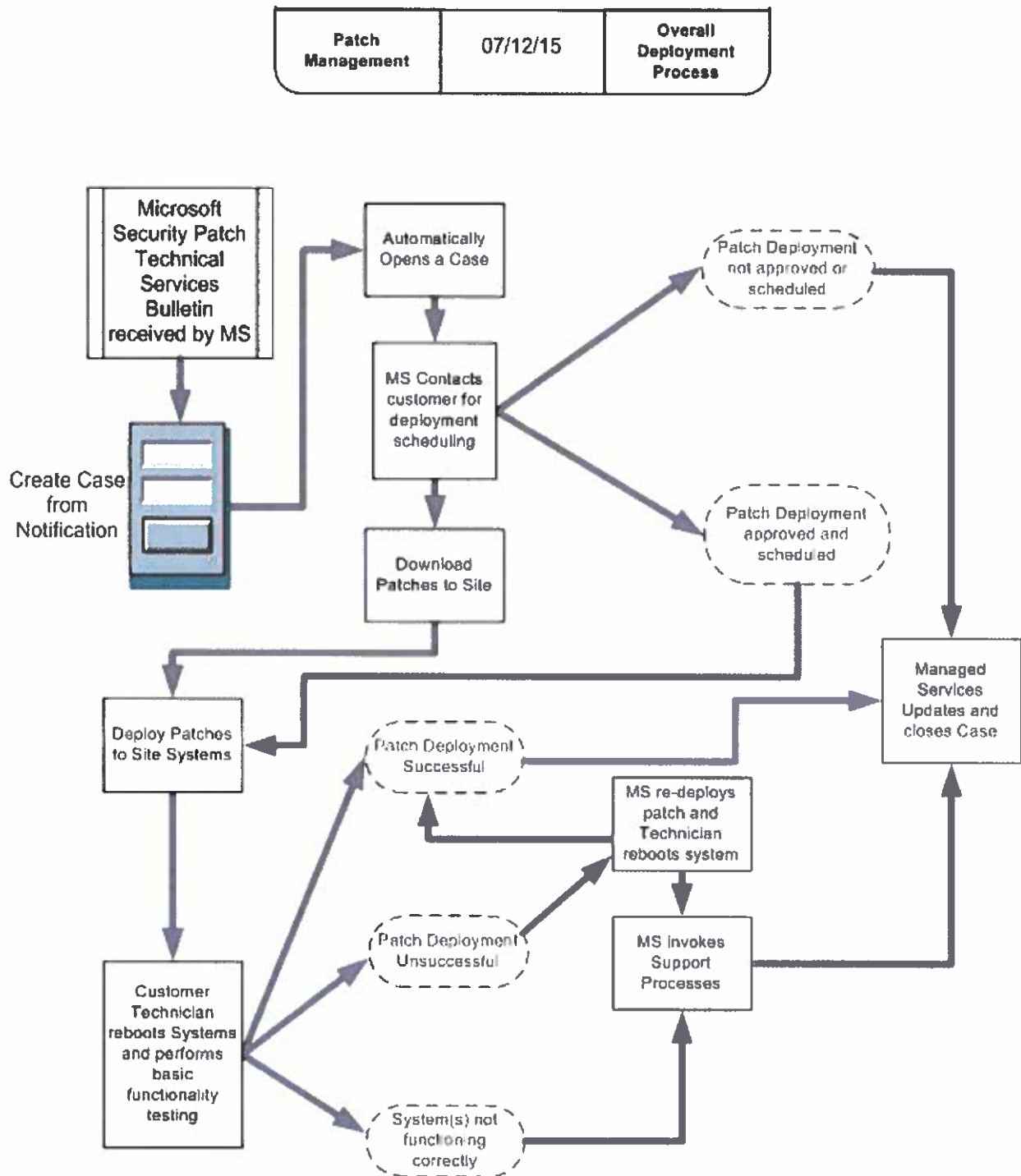
3.1 Managed Service - Patch Management

This service provides remote, schedulable delivery of critical (Motorola Solutions tested) Microsoft Security patches to computers. Installation of critical security patches is a crucial part of securing the VESTA System against today's threats.

Scope of Service

- *Patch Deployment.* Through high-speed, secure (VPN) remote connections Motorola Solutions has the ability to automatically deploy newly certified patches to sites. The deployment of the patch, including optimum installation time, acceptable reboot sequences, further 3rd Party testing, limited rollout, etc, is completely custom in nature (within the confines of the software and Motorola Solutions Patch Management Policy). Each site will require a collaborative agreement between the Customer and Motorola Solutions.
- *Recovery.* Where a system requires reinstallation of the Operating System, this service will provide for the reinstallation of all previously tested Security Patches bringing the system to the latest release.
- *Testing.* Motorola Solutions conducts patch testing in accordance with Motorola Solutions Patch Management Policy. In many cases, it may be prudent for sites to conduct additional testing in conjunction with Motorola Solutions. Motorola Solutions prefers to rollout patches to a 'test-environment' at the Customer site before deploying in masse; however, this is subject to availability and Customer approval.

Service Processes

Patch Management	07/12/15	Overall Deployment Process

```
Microsoft                Automatically              Patch Deployment
Security Patch           Opens a Case               not approved or
Technical                                           scheduled
Services
Bulletin                 MS Contacts
received by MS           customer for
                         deployment
                         scheduling                 Patch Deployment
Create Case                                         approved and
from                                                scheduled
Notification             Download
                         Patches to Site
                                                                        Managed
                                                                        Services
Deploy Patches    Patch Deployment                                      Updates and
to Site Systems   Successful                                            closes Case
                                         MS re-deploys
                                         patch and
                                         Technician
                                         reboots system
                  Patch Deployment       MS Invokes
Customer          Unsuccessful           Support
Technician                               Processes
reboots Systems
and performs
basic             System(s) not
functionality     functioning
testing           correctly
```
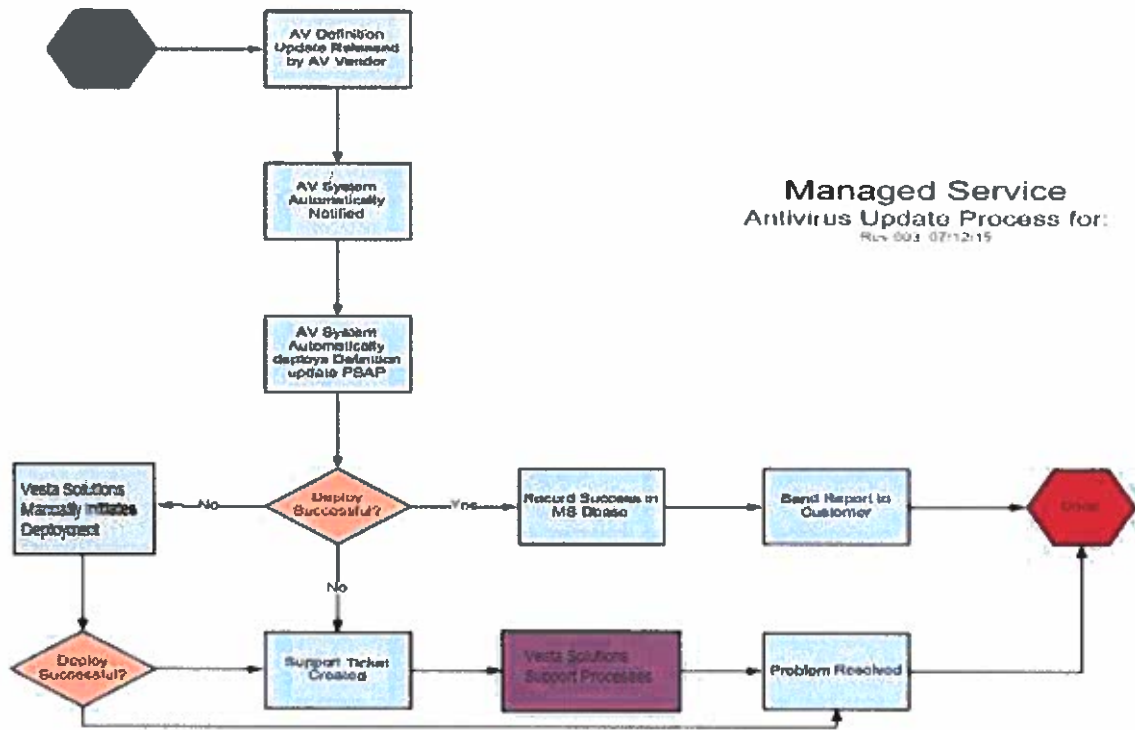
3.2   Managed Service – Virus Protection

This service provides remote, schedulable delivery of critical (Motorola Solutions tested) anti-virus definition updates to systems eliminating cumbersome and costly manual delivery of updates and significantly assisting in the reduction (although the risk of infection can never be completely eliminated—such is the nature of a reactionary measure like anti-virus software) of virus infections. Anti-virus software and the maintenance thereof is a crucial part of securing today's Systems.

Scope of Service

- *Antivirus Updates.* The application we use has a client and server component; client software would be installed on all clients/servers within the scope of the contract. An Application server component would be installed on an applicable server in the site (see hardware section below). Clients communicate with the Applications server to obtain updates. The Application server securely communicates upstream with Motorola Solutions Managed Services to obtain updates. Through high-speed, secure (VPN) remote connections Motorola Solutions has the ability to automatically deploy new Virus definitions to remote sites. The actual deployment of the update, including optimum installation time, etc. custom in nature (within the confines of the software and Motorola Solutions AV Policy), and will be collaboratively agreed to between the Customer and Motorola Solutions.
- *Eradication.* Antivirus is an effective and necessary means to protect against virus infections. However, because the technology is reactive in nature it can never provide 100% guarantee of zero infections, although they are rare.
- In the case where an unknown virus is introduced into the environment, the Managed Services Team will attempt to compartmentalize the virus. They will then notify the customer of the compromise and request an on-site dispatch to assist in the process of eradication.

Service Processes

Managed Service
Antivirus Update Process for:
Rev 003 07/12/15
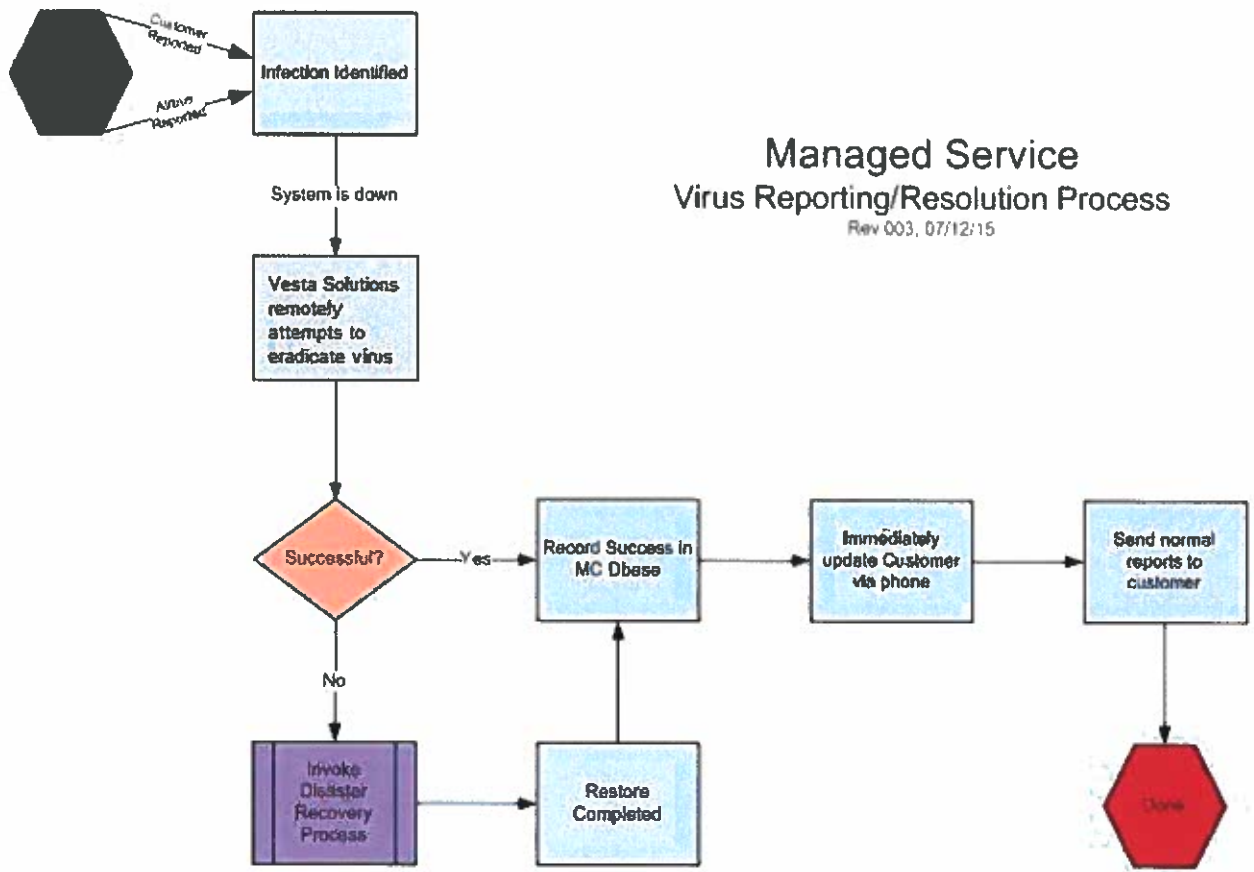
Managed Service
Virus Reporting/Resolution Process
Rev 003, 07/12/15

Customer Reported

A/B/V/O Reported

Infection Identified

System is down

Vesta Solutions remotely attempts to eradicate virus

Successful?

Yes

No

Record Success in MC Dbase

Immediately update Customer via phone

Send normal reports to customer

Invoke Disaster Recovery Process

Restore Completed

Done

3.3   Managed Service – Disaster Recovery

Motorola Solutions Disaster Recovery Services is highly effective in minimizing call-taker position and server downtime. Through snapshots of the monitored system, a system can be quickly restored to any saved working state while preserving current data files.

Scope of Service

- *Snapshot Backups.* Disaster Recovery "snapshot" software consists of a client and server component; client software would be installed on all clients/servers within the scope of the specific contract between Motorola Solutions and Customer addressing this issue. Clients are backed up to the appropriate Management Server location.
- *Disaster Recovery.* If a system fails, using the normal notification processes, Motorola Solutions will roll the system back to a known good state. This is conducted in concert with customer support team.

Service Processes

Managed Services Snapshot and Disaster Recovery Processes
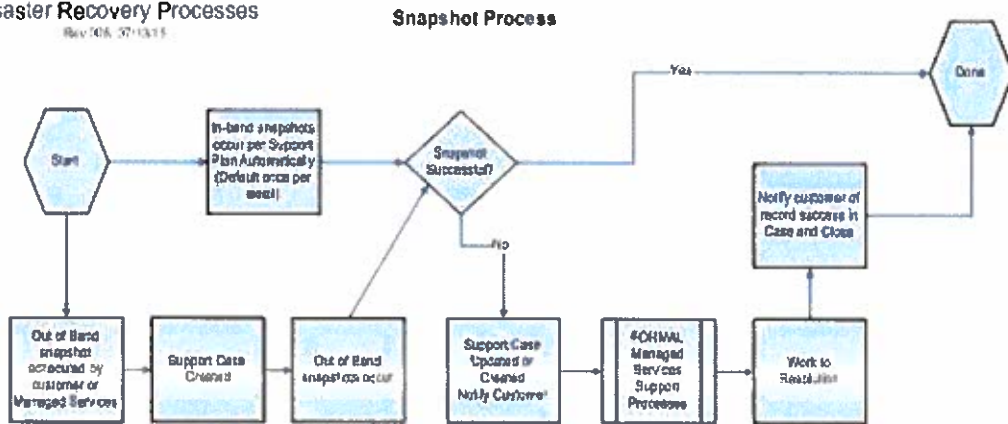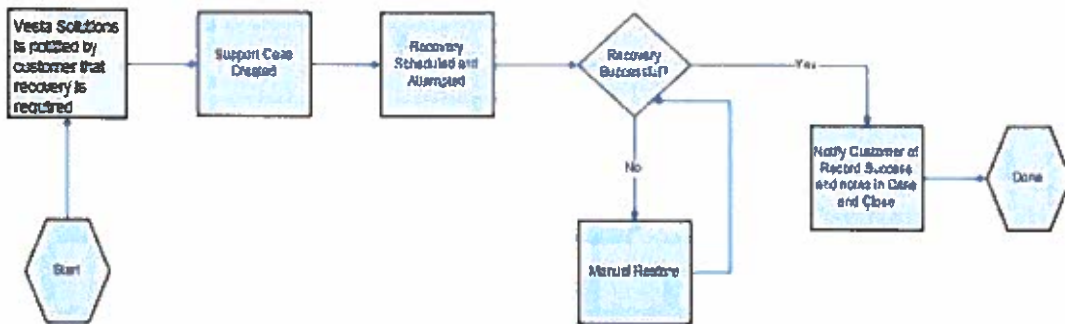
3.4   Reviewing System Requirements

In order to implement any of the above Motorola Solutions Managed Services, the following system requirements are applicable:

- *High Speed Secure Network Access.* High speed, internet circuit providing a minim of 1.5 Mbps bidirectional connection is available to Motorola Solutions. , per site, is <u>mandatory</u> in most cases. In the case that an existing high speed Wide Area Network already exists, Motorola Solutions requires (2) points of access (to Motorola Solutions Managed Services Datacenter); 1 primary) connection.
- *Hardware.* The following hardware requirements are applicable:
- *Servers.* Motorola Solutions Managed Services other than Remote Monitoring are designed to be installed on a standalone member server. This affordable server will be quoted as part of the overall solution. Motorola Solutions refers to this server as an NMS, or Network Management Server.
- *Network Equipment.* Because a high speed secure connection is required in most cases, Motorola Solutions highly recommends using our firewall solution to connect to Motorola Solutions Managed Services the site.
- Motorola Solutions supports Windows based operating systems (Windows 2003 or greater) only for patch management, antivirus and disaster recovery software. Remote Monitoring and Response can monitor additional components (i.e. routers) as necessary and purchased.
- *Miscellaneous.* As necessary, other equipment or software pertinent to the specific solution may be quoted.

4.   SUPPORT SERVICES NOT PROVIDED

4.1   On-site Installation or Project Management Support

On-site installation and / or project management services are not covered under this Managed Services Program. Such services may be provided pursuant to a separate Statement of Work detailing the specific services to be rendered for a given project and the applicable price.

4.2   Training

Training is not covered under this Managed Services Program. Training is available at Motorola Solutions prevailing rates.

4.3   Integration Links and Interfaces

Integration links and Interfaces are not covered under this Managed Services Program including the remote monitoring service. Integration links may be provided pursuant to a separate Statement of Work detailing specifications, support, and the applicable price.

4.4   Post Installation Support Limitations

Motorola Solutions support obligations hereunder will not apply to any Motorola Solutions supported application software or firmware if correction of an error, adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, failure of the Customer, the End User and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.
- Repair or alteration, or attempted repair or alteration of any Motorola Solutions supported product (hardware and/or software) by the Customer, the End User or others.
- Connection of another machine, device, application or interface to Motorola Solutions supported equipment (hardware and/or software) by the Customer, the End User or others, which has caused damage to Motorola Solutions supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters
- Failure or degradation in performance of Motorola Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application or interface not specifically certified and approved by Motorola Solutions for use.
- The operation of the software in a manner other than that currently specified by Motorola Solutions.
- The failure of the Customer to provide suitable qualified and adequately trained operating and maintenance staff.

- Incompatible or faulty end user or Customer equipment.
- Modifications made without Motorola Solutions written approval to the OS, network, hardware or software environment or software applications.

Further, support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, performance of preventive maintenance or system administration, or adding additional devices or software applications.

Telephone support and/or field engineering to rectify such unsupported failures as described above may be obtained from Motorola Solutions on a time & materials basis. Motorola Solutions does not guarantee the provision of such services but will provide such on a best efforts basis. The labor rate charged will be the current Motorola Solutions labor rate (plus expenses) at the time service is requested. Motorola Solutions will invoice Customer for such services within 30 days of rendering and payment shall be due in accordance with Customer's contract with Motorola Solutions which governs the related software of firmware purchase.

4.5 Other Services

Other services not specifically identified as being included in the support services provided section of this program are not included.

5. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

This Managed Services Program shall not be construed as providing a software or firmware warranty. Motorola Solutions software and firmware warranty is set forth in its applicable End User License Agreement. In the event of a conflict between the language of this Article V and the agreement pursuant to which Customer purchased the applicable Managed Services Program, the terms of such agreement shall prevail.

DISCLAIMER OF WARRANTIES

THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT ANY SOFTWARE OR FIRMWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, FIRMWARE AND SOFTWARE CONFIGURATIONS; (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY, NONINFRINGEMENT AND ACCURACY OF INFORMATIONAL CONTENT; AND (C) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.

LIMITATION OF LIABILITY

IN NO EVENT SHALL VESTA SOLUTIONS, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR FIRMWARE SUPPORTED HEREUNDER OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF VESTA SOLUTIONS HAS BEEN ADVISED OF THE POSSIBLITY OF SUCH DAMAGES. IN NO EVENT SHALL MOTOROLA SOLUTIONS' LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER FOR THIS SUPPORT PROGRAM.