



**CITY OF ST. LOUIS**  
**SERVICE AGREEMENT FOR**  
**MOTOROLA SOFTWARE SERVICES AT**  
**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

**CONTRACT NO: 72478**

**CONTRACT NOT-TO-EXCEED AMOUNT: \$420,000.00**

**CONTRACTOR: Motorola Solutions, Inc.**  
**1301 East Algonquin Road**  
**Schaumburg, Illinois 60196**

**FEDERAL I.D. #: 36 - 1115800**

**ESTIMATED ANNUAL ENCUMBRANCES:**

<b>FY 2018</b>	<b>\$120,000.00</b>
<b>FY 2019</b>	<b>\$150,000.00</b>
<b>FY 2020</b>	<b>\$150,000.00</b>

<b>AUTHORIZED BY:</b>	<b>ORDINANCE NO.:</b>	<b>70272</b>
	<b>BUDGET ACCOUNT:</b>	<b>5636</b>

**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**  
**ST. LOUIS, MISSOURI**

**CITY OF ST. LOUIS**  
**SERVICE AGREEMENT FOR**  
**MOTOROLA SOFTWARE SERVICES AT**  
**ST. LOUIS LAMBERT INTERNATIONAL AIRPORT**

This Agreement, made and entered into this 3<sup>rd</sup> day of January, 2018 (the "**Agreement**"), by and between The City of St. Louis, a municipal corporation of the State of Missouri (the "**City**," or "**Customer**") and Motorola Solutions, Inc. (the "**Contractor**").

**WITNESSETH THAT:**

**WHEREAS**, City owns and operates St. Louis Lambert International Airport (the "**Airport**"); and

**WHEREAS**, City seeks to contract with the Contractor for certain services described herein.

**NOW, THEREFORE**, in consideration of the payments, terms, conditions, agreements, hereinafter set forth, to be made and performed by City, the Contractor hereby promises and agrees that it will faithfully perform all the services called for by this Agreement, in the manner and under the terms, covenants, and conditions hereinafter set forth.

Service Offer Model	Service Offering	Monthly Billing	Total
SVC01SVC0032C	Network Monitoring - CTD	\$ 475.05	\$ 17,101.95
SVC01SVC1104C	Technical Support	\$ 494.34	\$ 17,796.12
SVC01SVC1105C	Dispatch Service - CTD	\$ 206.31	\$ 7,427.25
SVC01SVC1101C	Infrastructure Repair Advanced Replacement	\$ 2,032.91	\$ 73,184.65
SVC01SVC1410C	Onsite - Regular	\$ 3,402.35	\$ 122,484.51
SVC01SVC0335A	Preventive Maintenance Level 1	\$ 332.09	\$ 11,955.09
SVC01SVC0033A	Network Security Monitoring	\$ 342.44	\$ 12,327.89
SVC04SVC0016C	Security Update Service	\$ 535.65	\$ 19,283.41
SVC04SVC0169A	Software Maintenance Agreement	\$ 1,501.42	\$ 54,051.08
SVC076AG	SUA II - Hardware	\$ 746.78	\$ 26,884.10
SVC02SVC0433A	SUA II - Field Labor	\$ 162.66	\$ 5,855.64
		<b>\$ 10,231.99</b>	<b>\$ 368,351.70</b>

Covered Equipment	Quantity
ASTRO Prime Site	1
RF Simulcast Sites	2
Repeaters/Stations (FDMA)	14
Dispatch Sites	1
MCC 7500 Operator Positions (VPM)	5
Conventional Channel Gateways (CCGW)	1
Conventional Site Controllers (GCP 8000 Controller)	1
AIS Servers	1
Network Management Clients	1
MOSCAD NFM RTUs	2
Workstations - Mid Performance	8
LAN Switch - Mid Performance	2
Routers	2

2. **TERM**

The term of this Agreement will be for three (3) years beginning on the Commencement Date specified below and ending thirty-six (36) months thereafter unless terminated or cancelled as provided for in Exhibit A. This Agreement is expressly subject to, and will not become effective or binding on the City until, fully executed by all signatories of the City. The commencement and expiration dates will be as follows:

“Commencement Date”: October 1, 2017 “Expiration Date”: September 30, 2020

3. **MISSOURI UNAUTHORIZED ALIENS LAW**

As a condition precedent for the award of this Agreement and prior to performing any work or services under this Agreement, the Contractor, shall, pursuant to the applicable provisions of Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended (the “**Missouri Unauthorized Aliens Law**”), by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. The Contractor shall also affirm in said affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with this Agreement pursuant to the Missouri Unauthorized Aliens Law. A copy of an affidavit in a form acceptable to the City is attached hereto and incorporated herein as **Exhibit B** entitled “Affidavit”. Contractor’s failure to comply at all times with the Missouri Unauthorized Aliens Law or the Provisions of this Agreement related to the Missouri Unauthorized Aliens Law may result in the termination of this Agreement by the City and other remedies available to the City at law or in equity. In addition, the State of Missouri may impose penalties or remedies for violations of the Missouri Unauthorized Aliens Law as set forth therein. The Contractor shall promptly and timely deliver to the City a fully executed original of the Affidavit (see Exhibit C) including any required documentation in accordance with the Missouri Unauthorized Aliens Law prior to performing any work under this Agreement.



IN WITNESS WHEREOF, the parties have hereunto affixed their hands and seals as set forth below:

MOTOROLA SOLUTIONS, INC.

ATTEST:

By: [Signature] 08/30/17  
Signature Date

[Signature] 8/30/17  
Signature Date

THE CITY OF ST. LOUIS, MISSOURI, OWNER AND OPERATOR OF  
ST. LOUIS LAMBERT INTERNATIONAL AIRPORT:

The foregoing Agreement was approved on this 6<sup>th</sup> day of September, 2017,  
by the Airport Commission.

By: [Signature] 9-5-17  
for Director of Airports Date

The foregoing Agreement was approved by the Board of Estimate and Apportionment at its  
meeting on September 20, 2017.

[Signature] 9/20/17  
Secretary Date  
Board of Estimate & Apportionment

APPROVED AS TO FORM BY:

COUNTERSIGNED BY:

[Signature] 9/6/17  
City Counselor Date

Darlene Green 12/22/17  
Comptroller Date

ATTESTED TO BY:

[Signature] 1-3-18  
Register Date

COMPTROLLER'S OFFICE  
DOCUMENT # 72478

**Exhibit A**

**Terms & Conditions and Statement of Work**

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garvinm@stlouis-mo.gov  
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## **ASTRO25 System Upgrade Agreement With Maintenance Services**

Motorola Solutions, Inc. ("Motorola") and St. Louis Lambert International Airport ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the Products 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 EXHIBITS**

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A	Motorola "Software License Agreement"
Exhibit B	"ASTRO25 System Upgrade Agreement II Statement of Work" dated August 17, 2017
Exhibit C	Service Statements of Work and "Service Terms and Conditions"

### **Section 2 DEFINITIONS**

Capitalized terms used in this Agreement have the following meanings:

2.1. "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

2.2. "Contract Price" means the price for the purchased period of Services, excluding applicable sales or similar taxes and freight charges.

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

2.4. "Equipment" means the equipment provided by Motorola under this Agreement.

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

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

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

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

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

2.10. "Products" means the Equipment and Software provided by Motorola under this Agreement.

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

2.11. "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.

2.12. "Services" means the services provided by Motorola under this Agreement.

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

2.14. "System" means the system for which Motorola provides the Products and Services under this Agreement.

2.15. "Warranty Period" means one (1) year from the date of shipment of the Products.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. **SCOPE OF WORK.** Motorola will provide and install the Products, and perform its other contractual responsibilities, 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, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **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 purchased period of Services is completed.

3.4. **SYSTEM UPGRADES.** Motorola will provide System Upgrades pursuant to the Statements of Work in Exhibit B, and the applicable provisions of this Agreement (except for passage of title and risk of loss to Equipment, warranty commencement, and Exhibit C) will govern the implementation of the System Upgrades. Title and risk of loss to Equipment will pass at shipment, and warranty will commence upon delivery.

3.5. **MAINTENANCE SERVICE.** Motorola will provide maintenance services for the Equipment and support for the Motorola Software pursuant to the Statements of Work set forth in Exhibit C. The terms and conditions applicable to those maintenance and support services will be the Service Terms and Conditions, together with the appropriate Statements of Work set forth in Exhibit C.

3.6. **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.

3.7. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright

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

#### **Section 4 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. Customer affirms that a purchase order or notice to proceed is not required for subsequent years of service and that Customer will appropriate according to the Payment Schedule. 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 per this Agreement.

#### **Section 5 CONTRACT PRICE, PAYMENT AND INVOICING**

5.1. **CONTRACT PRICE.** The Contract Price in U.S. dollars is \$368,351.70. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>). 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.

5.2. **INVOICING AND PAYMENT.** Motorola will submit invoices to Customer annually in advance of each year of Services. Customer will make payments to Motorola within twenty (20) 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 Solutions, Inc. is 36-1115800.

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

5.4. **INVOICING AND SHIPPING ADDRESSES.** Invoices will be sent to the Customer at the following address: The City of St. Louis, 4780 St. Andrew Ln, Bridgeton, MO 63044 – 314-890-1367

5.5.

The address which is the ultimate destination where the Equipment will be delivered to Customer is:  
Attn: Achyut Pradhan, Programmer/Analyst III 10701 Lambert International Blvd St Louis, Missouri  
63145

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

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

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garvinm@stlouis-mo.gov  
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## **Section 6 SITES AND SITE CONDITIONS**

6.1. **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 work sites or vehicles 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.

6.2. **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 Products. 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.

## **Section 7 ACCEPTANCE**

Acceptance of the Products will occur upon delivery to Customer unless the Statement of Work provides for acceptance verification or testing, in which case acceptance of the Products will occur upon successful completion of the acceptance verification or testing. Notwithstanding the preceding sentence, Customer's use of the Products for their operational purposes will constitute acceptance.

## **Section 8 WARRANTIES**

8.1. **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.

8.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 9 that are applicable to the Motorola Software. 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 SUPERCEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

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

damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

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

**8.5. ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the Customer for commercial, industrial, or governmental use only, and are not assignable or transferable.

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

## **Section 9 DELAYS**

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

## **Section 10 DISPUTES**

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

**10.1. GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the Products are installed.

**10.2. 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.

**10.3. 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.

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

**10.5. CONFIDENTIALITY.** All communications pursuant to subsections 10.2 and 10.3 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 11      DEFAULT AND TERMINATION**

**11.1. 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. If the non-performing Party fails to cure the default, the performing Party may terminate any unfulfilled portion of this Agreement and recover damages as permitted by law and this Agreement.

**11.2. CONVENIENCE.** Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Products provided and Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Products, Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

**11.3. UNEARNED DISCOUNTS.** If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of System Upgrade payments for the original Term. Annual discounts for the Term can be found on Exhibit D.

**Section 12 INDEMNIFICATION**

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

**12.2. 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.

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garvinm@stlouis-mo.900  
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### 12.3. PATENT AND COPYRIGHT INFRINGEMENT.

12.3.1. 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.

12.3.2. 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.

12.3.3. 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.

12.3.4. This Section 12 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 12 are subject to and limited by the restrictions set forth in Section 13.

### Section 13 LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL**

DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

#### **Section 14 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

14.1. **CONFIDENTIAL INFORMATION.** During the term of this Agreement, the parties may provide each other with Confidential Information. Each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

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

#### **Section 15 GENERAL**

15.1. **TAXES.** The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within twenty (20) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

**15.2. 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.

**15.3. 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.

**15.4. 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.

**15.5. 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.

**15.6. 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.

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



15.8. **NOTICES.** Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt:

Motorola Solutions, Inc.  
Attn: Law Department  
500 W. Monroe St., 43rd Floor  
Chicago, IL 6066110701

Customer  
Attn: Achyut Pradhan  
Programmer/Analyst III  
Lambert International Blvd  
St Louis, Missouri 63145

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

15.10. **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.

15.11. **SURVIVAL OF TERMS.** The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.6 (Motorola Software); Section 3.7 (Non-Motorola Software); if any payment obligations exist, Sections 5.1 and 5.2 (Contract Price and Invoicing and Payment); Subsection 8.6 (Disclaimer of Implied Warranties); Section 10 (Disputes); Section 13 (Limitation of Liability); and Section 14 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 15.

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

Motorola Solutions, Inc.

Customer

By: 

By: \_\_\_\_\_

Name: SANDIP PATEL

Name: \_\_\_\_\_

Title: Regional Svcs Manager

Title: \_\_\_\_\_

Date: 08/30/17

Date: \_\_\_\_\_

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:53:02 +0000

**Exhibit A****SOFTWARE LICENSE AGREEMENT**

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and St. Louis Lambert International Airport ("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 Software and 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; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

#### **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. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

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

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 RSS 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 UNITED STATES GOVERNMENT LICENSING PROVISIONS**

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

## **Section 10 CONFIDENTIALITY**

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

## **Section 11 LIMITATION OF LIABILITY**

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

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

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

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

**13.3. 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.

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

**13.5. 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.

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

**13.7. 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.

**13.8 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**

**ASTRO25 SYSTEM UPGRADE AGREEMENT II STATEMENTS OF WORK**

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garvinm@stlouis-mo.gov  
2020-01-15 17:53:02 +0000



## Exhibit B

# ASTRO 25 System Upgrade Agreement II Statement of Work

## System Upgrade Agreement II (SUA II)

### **Overview**

Modern LMR systems are specialized Information Technology (IT) networks that are a hybrid composition of commercial off-the-shelf IT components, specialized Radio Frequency (RF) components and software designed to comply with standards-based specifications. To ensure the highest level of operation, allow for system expansion, provide maximum lifespan and protect the initial investment, regular update and replacement of individual software and hardware components is required.

The Motorola System Upgrade Agreement II is comprehensive approach to technology refreshment of the ASTRO 25 system aligned with the Motorola lifecycle roadmap. As major system releases become available, the SUA II will provide up to one system upgrade per bi-annual contract term. The SUA II is a complete package of hardware, software and implementation services required to update the ASTRO 25 system to an eligible system release with an equivalent level of functionality.

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e. expansion of RF sites, dispatch positions, data sub-systems, network management positions, etc.). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation with minimal reliance on owner resources. SUA II ensures the ASTRO 25 system functions at the highest level of operation, allows for expansion and feature enhancement and maximizes the lifespan of the investment. For owners that are committed to upgrading their system on a regular basis, SUA II provides a consistent budgeting solution with complete coverage.

### **Included features**

	SUA II
Anti-virus Definition Update	
Minor Release (patch release)	✓
Information Assurance Remediation	NA
Major Release (system release)	✓

Hardware Refresh	✓
Implementation Services	✓
Regional Partner Invoicing	available
Major upgrades in 2 yr period	Up to 1

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control
- Major releases may include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Hardware refresh shall include version updates and/or replacements for Motorola FRU and third-party networking and computing hardware
- Implementation services includes all in-house and on-site resources to implement and test major release update
- Regional partner invoicing provides ability to separate invoicing across multiple agencies



## Statement of Work

### **ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)**

#### 1.0 Description of Service and Obligations

- 1.1 As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.
- 1.2 The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.
- 1.3 ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab. No current features or options will be eliminated or disabled due to the upgrade unless notification is provided and agreed upon by both parties.
- 1.4 The price quoted for the SUAII requires the Customer to choose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- 1.5 ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- 1.6 The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

- 1.7 Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) are also covered under this SUA II.
- 1.8 ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- 1.9 Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.
- 1.10 The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
  - 1.10.1 Servers
  - 1.10.2 PC Workstations – Computer, and any peripheral equipment necessary to support the new release.
  - 1.10.3 Routers
  - 1.10.4 LAN Switches
- 1.11 The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
  - 1.11.1 GTR 8000 Base Stations
  - 1.11.2 GCP 8000 Site Controllers
  - 1.11.3 GCM 8000 Comparators
  - 1.11.4 MCC 7500 Console Operator Positions (VPM)
  - 1.11.5 STR 3000 Base Stations
  - 1.11.6 Quantar Base Stations
  - 1.11.7 Centracom Gold Elite Console Operator Interface Electronics
  - 1.11.8 Centracom Gold Elite Central Electronics Banks
  - 1.11.9 Ambassador Electronics Banks
  - 1.11.10 Motorola Gold Elite Gateways
  - 1.11.11 ASTROTAC Comparators
  - 1.11.12 PSC 9600 Site Controllers
  - 1.11.13 PBX Switches for Telephone Interconnect
  - 1.11.14 NFM/NFM XC/MOSCAD RTU

- 1.12 The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.13 Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- 1.14 As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
  - 1.14.1 Review infrastructure system audit data as needed.
  - 1.14.2 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
  - 1.14.3 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 1.14.4 Program management support required to perform the system upgrade.
  - 1.14.5 Field installation labor required to perform the system upgrade.
  - 1.14.6 Upgrade operations engineering labor required to perform the system upgrade.
- 1.15 ASTRO 25 SUA II pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.
- 1.16 The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- 1.17 Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site (currently Motorola Online) for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

## 2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.
  - 2.1.1 Motorola responsibilities
    - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
    - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
    - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
    - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.

- 2.1.1.5 Inform Customer of high speed internet connection requirements.
- 2.1.1.6 Assign program management support required to perform the system upgrade.
- 2.1.1.7 Assign field installation labor required to perform the system upgrade.
- 2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
- 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system upgrade.

## 2.1.2 Customer responsibilities

- 2.1.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
- 2.1.2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix C. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
- 2.1.2.3 Assist in site walks of the system during the system audit when necessary.
- 2.1.2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- 2.1.2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
- 2.1.2.6 Provide or purchase labor to implement optional system release features or system expansions.
- 2.1.2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

## 2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

### 2.2.1 Motorola responsibilities

- 2.2.1.1 Perform appropriate system backups.

2.2.1.2 Work with the Customer to validate that all system maintenance is current.

2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.

2.2.2 Customer responsibilities

2.2.2.1 Validate system maintenance is current.

2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.

2.3 System Upgrade

2.3.1 Motorola responsibilities

2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.

2.3.1.2 Ensure that any critical voice disruptions of services occur during off peak traffic time periods as determined by the Customer.

2.3.2 Customer responsibilities

2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.

2.3.2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.

2.3.2.3 Working with regional partners, provide Motorola with preferred time periods for acceptable disruptions in voice communications.

2.4 Upgrade Completion

2.4.1 Motorola responsibilities

2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.

2.4.1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.

2.4.1.3 Obtain upgrade completion sign off from the customer.

2.4.2 Customer Responsibilities

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

2.4.2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

2.4.2.3 Provide Motorola with upgrade completion sign off.

### 3.0 Exclusions and Limitations

- 3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.
- 3.2 The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:
- MCC5500 Dispatch Consoles
  - MIP5000 Dispatch Consoles
  - Plant/E911 Systems
  - MOTOBRIDGE Solutions
  - ARC 4000 Systems
  - Motorola Public Sector Applications Software ("PSA")
  - Custom SW, CAD, Records Management Software
  - Data Radio Devices
  - Mobile computing devices such as Laptops
  - Non-Motorola two-way radio subscriber products
  - Genesis Products
  - Point-to-point products such as microwave terminals and association multiplex equipment
- 3.3 ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).
- 3.5 Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

### 4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort

is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 ASTRO 25 SUA II coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer's system or discontinues the ASTRO 25 SUA II program; in either case, Motorola will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.
- 4.5 If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team. Cancellations due to a force majeure as covered under the Communications Services Agreement are not subject to cancellation fees.
- 4.6 The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.



## Appendix A – ASTRO 25 System Release Upgrade Paths

Release Date	Platform Release	Available Upgrade Paths	
Oct-05	R7.0	Direct Migration to Current Release **	
Jun-06	R7.1		
Dec-06	R7.2		
Mar-07	R7.1.1		
Dec-07	R7.4		
Jun-08	R7.5		
Dec-08	R7.6		
Jun-09	R7.7	7.14 Migration**	Direct Migration to Current Release**
Jan-10	R7.8	N/A	
Dec-10	R7.9	7.13*	
Aug-11	R7.11	7.14	
Mar-12	R7.12	N/A	7.15 7.16 7.17 (planned) 7.18 (planned) 7.19 (planned)
Nov-12	R7.13	7.14	
Nov-13	R7.14	7.15	
Nov-14	R7.15	7.16	
Nov-15	R7.16	7.17 (planned)	
Nov-16	R7.17 (planned)	7.18 (planned)	7.19 (planned)

\* Must currently be on T5220 servers

\*\* Point release migrations will incur additional costs above the standard SUA pricing

The information contained herein is provided for information purposes only and is intended only to outline Motorola's presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.



## Appendix B - System Pricing Configuration

This configuration is to be reviewed annually from the contract effective date.. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

Core	
Master Site Configuration	
Zones in Operation (Including DSR and Dark Master Sites)	
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	
RF System	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	2
Repeaters/Stations (FDMA)	16
Repeaters/Stations (TDMA)	
HPD RF Sites	
HPD Stations	
Dispatch Console System	
Dispatch Sites	1
Gold Elite Operator Positions	
MCC 7500 Operator Positions (GPIOM)	
MCC 7500 Operator Positions (VPM)	4
Conventional Channel Gateways (CCGW)	1
Conventional Site Controllers (GCP 8000 Controller)	1
Logging System	
Number of AIS Servers	
Number of Voice Logging Recorder	
Number of Logging Replay Clients	
Network Management and MOSCAD NFM	
Network Management Clients	1
MOSCAD NFM Systems	
MOSCAD NFM RTUs	2
MOSCAD NFM Clients	
Fire Station Alerting (FSA)	
FSA Systems	
FSA RTUs	
FSA Clients	
Subscribers	
Voice Subscribers non-APX	
Voice Subscribers APX	
HPD Subscribers	
Computing and Networking Hardware (for SUA / SUA II, actual replacement qty may be less than shown)	
Workstations - High Performance	
Workstations - Mid Performance	3
Servers - High Performance	
Servers - Mid Performance	
LAN Switch - High Performance	

LAN Switch - Mid Performance	2
Routers	2

## Appendix C – High-Speed Connectivity Specifications

### Connectivity Requirements

- The minimum supported link between the core (Master Site) and the zone is a full T1
- Any link must realize or a sustained transfer rate of 175 kBps / 1.4 Mbps or better, bidirectional
- Interzone links must be fully operational when present
- Link reliability must satisfy these minimum QoS levels:
  - Port availability must meet or exceed 99.9% (three nines)
  - Round trip network delay must be 100 ms or less between the core and satellite (North America) and 400 ms or less for international links
  - Packet loss shall be no greater than 0.3%
  - Network jitter shall be no greater than 2 ms
- The network requirements above should be communicated to your transport Service Provider and guaranteed under a Service Level Agreement (SLA) with that provider.

**Exhibit C**

**SERVICE STATEMENT(S) OF WORK AND SERVICE TERMS AND COI**

**Services Statement of Work**

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:53:02 +0000

### **Services Statement of Work**

Motorola's Services are designed for customers who would benefit from Motorola's support experience. Services are delivered through a combination of centralized resources within Motorola's Solutions Support Center (SSC) collaborating with authorized local field services delivery resources that are experienced in managing mission critical networks and associated technologies. The MSI SSC operates 24 x 7 x 365, leveraging field resources that are either dedicated to the network or engaged as needed.

Services applies to fixed end communications network equipment located at the network core, RF site and dispatch sites. Services do not include maintenance of mobile or portable devices, or network backhaul.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under Services. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the Services CSP and other portions of the Agreement.

### **Customer Support Plan (CSP)**

The Services Statement of Work summarizes Motorola's delivery approach and standard goals. Since individual customer technologies, systems, operating environments, and operational capabilities differ, the outlined services approach in the Services SOW will be adapted to each Customer's own environment and unique needs via the CSP.

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Services SOW.

### **Centralized Service Delivery**

Network Event Monitoring provides for real time continuous event management for radio communications networks. The SSC Network Operations Center utilizes sophisticated tools for remote monitoring and event characterization of customer communications networks. When an event is detected, technologists acknowledge and assess the situation, and initiate a defined response. Appendix A contains the SOW for Network Event Monitoring.

Technical Support provides telephone consultation for technical issues that require a high level of ASTRO 25 network experience and troubleshooting capabilities. Technical Support is delivered through the Motorola Solution Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix B contains the SOW for Technical Support.

The Service Desk provides a single point of contact for all Service related items, including communications between Customer, Third-Party Subcontractors, and Motorola. The Service Desk provides an ingress/egress point for Service Requests, Service Incidents, Changes, and Dispatch. All incoming transactions through the Service Desk are recorded, tracked and updated through the Motorola Customer Relationship Management (CRM) system. Key responsibilities are: Documentation of customer inquiries, requests, concerns and related tickets. Tracking and resolution of issues, and timely communication with all stakeholders is based on the nature of the incident and the requirements of the CSP. The Services Desk will manage service requests received from authorized parties and will coordinate the appropriate response with Customer and third parties, as necessary.

### **Field Service Delivery**

Services are provided by authorized local field Services delivery resources. Annual Preventive Maintenance and OnSite Support are both managed from the SSC, but delivered by authorized local field services resources.

OnSite Support provides local, trained and qualified technicians who arrive at the customer location upon a dispatch service call to diagnose and restore the communications network. This involves running diagnostics on the hardware or FRU (Field Replacement Unit) and replacing defective infrastructure or FRU. The system technician will respond to the customer location based on predefined severity levels. Appendix E contains the SOW for Onsite Support.

Annual Preventive Maintenance Service provides proactive, regularly scheduled operational test and alignment of infrastructure and network components to continually meet original manufacturer's specifications. Certified field technicians perform hands-on examination and diagnostics of network equipment on a routine and prescribed basis. Appendix F contains the SOW for Annual Preventive Maintenance.

### **Network Hardware Repair**

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process. Appendix C contains the SOW for Network Hardware Repair.

Network Hardware Repair with Advanced Replacement is a purchasable option under which Motorola will provide Customer with an advanced replacement unit(s) or Field Replacement Units (FRUs) as they are available in exchange for Customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. Customers who prefer to maintain their existing FRU inventory have an option to request a "Loaner" FRU while their unit is being repaired. If purchased, an appendix with the Network Hardware Repair with Advanced Replacement SOW will be included at the end of this document.

### **Security Management Operations**

#### **Security Patch Installation**

Motorola maintains a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Once tested, Motorola posts the updates to a secured extranet website and sends an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website.

## **Appendix A: Network Event Monitoring Statement of Work**

Network Event Monitoring provides real-time fault monitoring for radio communications networks on a continuous basis. Network Event Monitoring utilizes sophisticated tools for remote monitoring and event characterization of your communications networks. When an event is detected, skilled technologists acknowledge and assess the situation, and initiate a defined response.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### **1.0 Description of Network Event Monitoring Services**

Network Event Monitoring is a service designed to monitor elements of a communication system for events, as set forth in the Monitored Elements Table. When the SSC detects an event, then, based on the severity of the event, trained technologists acknowledge and remotely diagnose the event and initiate an appropriate response in accordance with the customer handling procedure. Appropriate responses could include, but are not limited to, continuing to monitor the event for further development, attempting remote remediation via engagement of Technical Support resources, or initiating dispatch of a Field Servicer ("Servicer") for onsite remediation if required.

#### **1.1 Availability**

Network Event Monitoring is available 24 hours a day, 7 days a week. Network Event Monitoring availability is based on the level of contracted service and defined in the Customer Support Plan (CSP).

#### **1.2 Geographic Availability**

Network Event Monitoring is a globally provided service unless limited by data export control regulations. Timeframes are based on the customer's local time zone.

#### **1.3 Inclusions**

Network Event Monitoring can be delivered on Motorola sold infrastructure as stated in the Monitored Elements Table.

#### **1.4 Limitations and Exclusions**

- 1.4.1 Does not include monitoring of anything outside of the radio network or monitoring of infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the radio network and capable of sending traps to the Unified Event Manager (UEM).

- 1.4.2 Additional support charges above and beyond the contracted service



agreement fees may apply if Motorola determines that system faults were caused by the customer making changes to critical system parameters.

1.4.3 Reference the event catalogue to confirm monitored equipment.

1.5 Motorola has the following responsibilities:

- 1.5.1 Provide dedicated connectivity through a network connection necessary for monitoring communication networks. The Connectivity Matrix further describes the connectivity options.
- 1.5.2 If determined necessary by Motorola, provide Motorola owned equipment for monitoring system elements. If Motorola installs or replaces Motorola owned equipment, the type of equipment and location installed is listed in the Motorola Owned & Supplied Equipment Table.
- 1.5.3 Verify connectivity and event monitoring prior to system acceptance or start date.
- 1.5.4 Monitor system continuously during hours designated in the CSP in accordance with the pre-defined times specified in the Engagement Matrix.
- 1.5.5 Remotely access the customer's system to perform remote diagnosis as permitted by customer pursuant to the Connectivity Matrix.
- 1.5.6 Create a case, as necessary. Gather information to perform the following:
  - Characterize the issue
  - Determine a plan of action
  - Assign and track the case to resolution.
- 1.5.7 Cooperate with customer to coordinate transition of monitoring responsibilities between Motorola and customer as specified in section 1.6.12 and 1.6.12.1.
- 1.5.8 Maintain communication as needed with the customer in the field until resolution of the case

1.6 The Customer has the following responsibilities:

- 1.6.1 Allow Motorola continuous remote access to enable the monitoring service.
- 1.6.2 Provide continuous utility service to any Motorola equipment installed or utilized at customer's premises to support delivery of the service. Customer acknowledges Risk of loss to any Equipment provided to Customer as part of the Services will reside with Customer upon delivery and will remain with Customer until Equipment is returned to Motorola or its authorized representative.
- 1.6.3 Provide Motorola with predefined customer information and preferences prior to Start Date necessary to complete the CSP, including, but not limited to:
  - Case notification preferences and procedure
  - Repair Verification Preference and procedure

- Database and escalation procedure forms.
- Submit changes in any information supplied to Motorola and included in the CSP to the CSM.

1.6.4 Provide the following information when initiating a service request:

- Assigned system ID number
- Problem description and site location
- Other pertinent information requested by Motorola to open a Case.

1.6.5 Notify the SSC when customer performs any activity that impacts the system. (Activity that impacts the system may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, or taking down part of the system to perform maintenance.)

1.6.6 Allow Servicers access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.

1.6.7 Allow Servicers access to remove Motorola owned monitoring equipment upon cancellation of service.

1.6.8 Provide all customer managed passwords required to access the customer's system to Motorola upon request or when opening a case to request service support or enable response to a technical issue.

1.6.9 Pay additional support charges above and beyond the contracted service agreements that may apply if it is determined that system faults were caused by the customer making changes to critical system parameters

1.6.10 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the monitoring service.

1.6.11 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

1.6.12 Contact Motorola to coordinate transition of monitoring when monitoring responsibility is to be transferred to or from Motorola. (I.e. normal business hours to after-hours monitoring) as set forth in pre-defined information provided by customer CSP.

1.6.12.1 Upon contact, customer must provide customer name, site id, status on any open cases, severity level, and brief description of case and action plan to Motorola.

1.6.13 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Engagement Matrix.

1.6.14 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Network Event Monitoring.

## Engagement Matrix



The event types are based on the defined levels as follows:

Severity Level	Severity Definition	Engagement Times
1	<p>This is defined as a critical/major incident that causes the system and/or infrastructure to experience a loss of call processing functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"><li>o 33% of call processing resources impaired</li><li>o Remote Site/subsystem severed</li><li>o Site Environment alarms:<ul style="list-style-type: none"><li>o Smoke</li><li>o Unauthorized access</li><li>o Temperature</li><li>o Power failure</li></ul></li></ul>	Response provided 24 hours, 7 days a week, including US Holidays.
2	<p>This is defined as a moderate/minor incident that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"><li>o Less than 33% of call processing resources impaired</li><li>o Failure of a single redundant component</li></ul>	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
3	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"><li>o Faults that have no impact in how the user perceives the system to work</li><li>o Intermittent issues</li><li>o Requests for information</li><li>o Preventive Maintenance or upgrade related work</li></ul>	Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

**Connectivity Matrix**

Request connectivity 8 weeks in advance of service start date

System Type	Connectivity	Setup and Maintenance
ASTRO® 25	Internet VPN	Motorola
ASTRO® 25	T1	Motorola

**Motorola Owned & Supplied Equipment Table**

Equipment Type	Location Installed
Firewall/Router	Master Site
Service Delivery Management Server	Master Site for each Zone

### Monitored Elements Table

Master Site Infrastructure	RF Site Equipment	Dispatch Site Equipment
Servers & Backup Servers	Channels	Consoles
MOSCAD (digital inputs & RS232 serial alarms)	MOSCAD (digital inputs & RS232 serial alarms)	AIS Servers
TRAK	RF Site Communication Path	Operator Position (OP)
Core LAN Switch	Switch	Conventional Channel Gateway (CCGW)
Packet Data Gateway (PDG)	Site Controller	Call Processor
Radio Network Gateway (RNG)	Router	Logging Replay Station (only within the Radio Network Interface "RNI")
Zone Database Server (ZDS)	Gateway Router	Voice Processing Module (VPM)
Gateway Router	Network Time Protocol (NTP)	Client Station
Controller – Zone & Domain	Firewall	MCC 7100 (only within the Radio Network Interface "RNI")
Firewall Manager Servers	SmartX Site Converter (only the converter, not the legacy sites)	MCC 7500 IP Logging Recorders
Air Traffic Router (ATR)		
Unified Event Manager (UEM)		
Zone Statistical Server (ZSS)		
Install Server		

*\*Some or all of the above equipment may be monitored depending on system configuration and need. Other equipment (not listed) may be monitored as an option, consult with your Customer Support Manager for details.*

## **Appendix B: Technical Support Statement of Work**

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO 25 network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

### **1.0 Description of Technical Support Services**

Motorola's Solution Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's currently supported infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. Technical Support availability for severity 2, 3 and 4 incidents is outlined in the Severity Level Response Goals. Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed Severity Level Definitions stated in this document.

Motorola will track the progress of each case from initial capture to resolution. Motorola will advise and inform the customer of the case progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

#### **1.1 Scope**

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See Severity Level Definitions.

#### **1.2 Inclusions**

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products.

#### **1.3 Limitations and Exclusions**

The following activities are outside the scope of the Technical Support service, but are optional services



that are available to remote Technical Support customers at an additional cost:

- Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- Third party support for equipment not sold by Motorola.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or exchange.
- Network security services.
- Network transport management.
- Motorola services not included in this statement of work.
- Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorolas Pre-tested Security Update Service when applicable.

**1.4 Motorola has the following responsibilities:**

- 1.4.1 Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2, 3 and 4 response times.
- 1.4.2 Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document and the severity level defined in the Severity Level Definitions section of this document.
- 1.4.3 Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.
- 1.4.4 Maintain communication with the customer in the field as needed until resolution of the case.
- 1.4.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.4.6 Manage functionally escalated support issues to additional Motorola technical resources, as applicable.
- 1.4.7 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

**1.5 The Customer has the following responsibilities:**

- 1.5.1 Provide Motorola with predefined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.5.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue

- characterization.
- 1.5.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
  - 1.5.5 Supply suitably skilled and trained on-site presence when requested by the SSC.
  - 1.5.6 Validate issue resolution prior to close of the case in a timely manner.
  - 1.5.7 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Definitions and in the Severity Level Response Time Goals section in this document.
  - 1.5.8 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support.
  - 1.5.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

## Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>▪ 33% of call processing resources impaired</li> <li>▪ Site Environment alarms: <ul style="list-style-type: none"> <li>○ Smoke,</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services consist of: Voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Less than 33% of call processing resources impaired</li> <li><input type="checkbox"/> Failure of a single redundant component</li> </ul>
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Intermittent faults that are infrequent and minor impact to core services</li> <li><input type="checkbox"/> Statistical reporting problems</li> </ul>
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user.</li> <li><input type="checkbox"/> Faults that have no impact in how the user perceives the system to work.</li> <li><input type="checkbox"/> Cosmetic issues.</li> <li><input type="checkbox"/> Requests for information.</li> </ul>

### Severity Level Response Goals

The response times are based on the defined severity levels as follows:

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

## **Appendix D: Security Patch Installation Service Statement of Work**

To verify compatibility with your ASTRO 25 system, Motorola's Security Patch Installation provides pre-tested 3<sup>rd</sup> party software (SW) security updates.

This Statement of Work ("SOW") is subject to the terms and conditions of Motorola's Professional Services Agreement, Service Agreement or other applicable agreement in effect between the parties ("Agreement"). Motorola and Customer may be referred to herein individually as a "Party or together as "Parties"

### **1.0 Description of Remote Security Patch Installation**

Motorola shall maintain a dedicated vetting lab for each supported ASTRO 25 release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO 25 release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these OEM vendors supported updates on a quarterly basis.

### **1.1 Connectivity**

To accommodate remote installation of security updates, a connection is required from Motorola to the customer ASTRO 25 network. There are two different options. 1) T1 line purchased and maintained by Motorola, or 2) The customer internet connection is used and a Virtual Private Network (VPN) is established between Motorola and the ASTRO 25 network. Since this relies on the customer internet connection, the customer is responsible for the availability of the connection.

Along with the connection itself, Motorola supplied hardware is required to be deployed to the customer premises on the ASTRO 25 network. Motorola shall load software, configure, and ship the hardware to the customer supplied contact for installation. This hardware and its maintenance is part of the connectivity service.

ASTRO 25 connectivity is ordered separately from Remote Security Patch Installation and has a separate statement of work. See that SOW for more detail on terms of the connection.

If connectivity is already established for a different service such as network or security monitoring then the same connection can be used for Remote Security Patch Installation. There is no need for a separate connection to be established.



## 1.2 Security Update Installation

Motorola shall push the tested security updates over the established connection. The timing and coordination with the customer of each update depends on the updates themselves. Motorola requires IP connectivity to all elements that are in scope for patching. If IP connectivity from Motorola is not available then those elements will not be considered for remote patching and will require alternative arrangements outside of the scope of this statement of work.

### 1.2.1 Antimalware Signature Update Installation

Antimalware signature updates are released often, but Motorola collects and tests them on a weekly basis. The updates are non-intrusive (for example, no reboots or manual configuration changes are required) and automatically implemented. Therefore, antimalware signature updates will be pushed within a week of testing without Customer coordination. An email will be sent to inform the Customer that the signatures have been updated.

### 1.2.2 Microsoft Windows Security Update Installation

Microsoft typically releases security updates every second Tuesday of the month (aka "Patch Tuesday"); however, selected security updates are sometimes released on other days, and it is possible that no security updates are released during a month. Security updates for some 3rd party Windows software (Non-Motorola and non-Microsoft applications that run on Windows, such as Adobe Reader and Flash) are also released on Patch Tuesday. The most recent Windows and 3rd party Windows security updates available will be acquired by Motorola on each Patch Tuesday. These patch security updates require at least one week for incorporation into the offering and a minimum of 36 hours for testing in the Motorola vetting labs, after which security updates with no issues are then released. Patches may be held back at the discretion of Motorola if they are found to cause any problems to features, performance or functionality and will only be released when the issues are fully resolved.

It is important to understand that it is often the case that after security updates are installed, Microsoft requires the patched computer to be rebooted before the security updates take full effect and vulnerabilities are mitigated. The clients include dispatch consoles and there is no way for Motorola to know when it is safe to reboot. The customer must reboot at a time chosen by them so as to not impact operations.

Once the security updates are vetted, Motorola will start pushing the updates to the customer without customer coordination or notification. An email will be sent requesting that the clients be rebooted. It is the customer's responsibility to reboot all of the clients before the next set update is sent. When preparing for the next month's push of security updates, Motorola will first scan to verify all of the previous updates were implemented and if any computer has not been rebooted. Motorola will send an email requesting that the remaining computers be rebooted before any new updates are pushed.

### 1.2.3 Microsoft Windows Security Updates Outside ASTRO 25 Firewalls

Connections to other networks (from now on referred to as Customer Enterprise Network, or CEN) must be delineated by firewalls. All updates deployed by Remote Security Patch Installation are specific to equipment inside the ASTRO 25 Radio Network with only the



following exceptions: Key Management Facility (KMF), Text messaging Services (TMS) and advanced Messaging Services (AMS) and MCC 7100 consoles. In these exceptions, the customer has a choice of including these machines in the Remote Security Patch Installation service, or including them in their own IT security patch procedures.

The KMF, TMS, and AMS are all outside the firewall (relative to the Radio Network) and therefore updates require that the firewall be opened. The default for Remote Security Patch Installation is that these functions are included.

The MCC 7100 console may be directly on the radio network or in the CEN. Any MCC 7100 on the radio network would simply be included in the standard Remote Security Patch Installation offering. However, the MCC 7100 may also be located in the CEN and connected through a VPN to a firewall at a dispatch location. In this case, the default for Remote Security Patch Installation is to not update these consoles.

If the customer requires inclusion for the CEN based MCC 7100 consoles, then they must contact their Customer Service Manager and make a formal request. They must also consent to allow Motorola to open the firewall to allow access for updates.

#### 1.2.4 Quarterly Security Update Installation

The quarterly patch updates are for Solaris and Red Hat Linux (RHEL) operating systems, and VMWare ESXi hypervisor (virtualization). They are tested and released on a quarterly basis, at end of March, June, September, and December. Motorola will schedule installation of the updates with the customer in the first weeks of the following quarter. Motorola will send the customer an ITIL with details on the upgrade and scheduling for each of the events.

These updates are intrusive and require customer coordination. Examples of how they affect the customer include reboots to implement the patches and rolling (switching from one zone controller to the other) of the zone controllers. Systems with redundant zone controllers (L2, M2, M3) have low downtime (minutes) as the zone controllers are rolled, but systems with single zone controllers (L1, M1) will be down for longer periods. During these times, the system will be in "Site trunking" mode. It is up to the customer to understand the operational impacts and to coordinate these events with users.

This effort will be done during standard business hours, or 8am to 5pm CST. Customers requesting that downtime be during non-standard hours must submit an official request through their CSM. The ITIL will show work being done during standard hours such as prep work, downloading of the patches to memory, etc and the actual reboots or ZC rollover will be initiated when requested. Additional remote work will proceed the next day during standard hours.

Motorola System Enhancement Releases ("SERs") and Field Service Bulletins ("FSBs") are not part of this service. However in some instances, these fixes must be done to allow the latest security patches. If it is possible for the specific required FSB to be installed remotely, then Motorola

will include it as part of Remote Security Patch Installation. Otherwise, Motorola will communicate this to the customer and the patches that cannot be delivered. The Customer and their CSM will determine how to get the SER or FSB installed. Once the SER or FSB appears on the system, Remote Security Patch Installation will then install the affected patches.

For minimal downtime and to avoid redundant efforts, the customer should coordinate any maintenance or other updates such as FSB's and SER's with Motorola.

### 1.3 Scope

Remote Security Patch Installation supports the currently shipping Motorola ASTRO 25 System Release (SR) and strives to support five (5) releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

Remote Security Patch Installation is available for any L or M core system in a supported release. Remote Security Patch Installation is not available for K cores.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, Genesis, WAVE and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

### 1.4 Motorola has the following responsibilities:

- 1.4.1 Obtain relevant third party software ("SW") security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola deployed in ASTRO 25 system releases covered by this Remote Security Patch Installation. Motorola does not control when these updates are released, but as much as possible vet the updates on this schedule:

McAfee Antivirus definitions– Weekly

Windows OS updates – Monthly

Solaris, RHEL OS, VMware ESXi updates – Quarterly

- 1.4.2 Each assessment of relevant third party SW will take at least one week to incorporate the security updates into the Remote Security Patch service and 36 additional hours of examination time to evaluate the impact each update has on the system.
- 1.4.3 Perform rigorous testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO 25 test system with standard supported configurations.
- 1.4.4 Address any issues identified during testing by working as necessary with Motorola

selected commercial supplier(s) and/or Motorola product development engineering team(s). If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

- 1.4.5 Pre-test STIG recommended remediation when applicable.
- 1.4.6 Release all tested updates to Motorola's secure extranet site.
- 1.4.7 Coordinate updates with customer as outlined in section 1.
- 1.4.8 In the event that no updates are released by the OEM's during the usual time period, Motorola will send a notice that no new patches were sent.
- 1.4.9 Notify customer of update releases by email.
- 1.4.10 A supported Remote Security Patch Installation ASTRO 25 release matrix will be kept on the extranet site for reference.

**1.5 The Customer has the following responsibilities:**

- 1.5.1 This service requires connectivity from Motorola to the customer's ASTRO 25 system. This connectivity must be established prior to service start.
- 1.5.2 Maintain IP connectivity from Motorola to all elements in the system that require remote patching.
- 1.5.3 Provide Motorola with pre-defined information (customer contacts, system information, etc) prior to contract start date necessary to complete a Customer Support Plan (CSP).
- 1.5.4 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.5.5 Upgrade system to a supported system release as necessary to continue service.
- 1.5.6 Refrain from making uncertified changes of any type to the system.
- 1.5.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.
- 1.5.8 Comply with the terms of the applicable software license agreement(s) between the Customer and Motorola and non-Motorola software copyright owner.
- 1.5.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.
- 1.5.10 Upon successful installation of patches on windows clients (e.g. Dispatch Ops Position, NM Client, etc.) and receiving notification indicating the task has been successfully executed by Motorola, affected computers must be rebooted by the customer within 72 hours.
- 1.5.11 Understand downtime implications associated with reboots and patch activities and internally coordinate with users as necessary.

**1.6 Disclaimer:**



Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3<sup>rd</sup> party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:53:02 +0000

## **Appendix C: OnSite Support Statement of Work**

Motorola's OnSite Support service provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solution Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening a case for onsite support and monitoring the status of that case to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### **1.0 Description of Services**

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on predefined Severity Levels set forth in Severity Level Definitions table and Response times set forth in Severity Level Response Time Goals table in order to restore the system.

Motorola will provide case management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and case closure. The SSC will continuously track and manage cases from creation to close through an automated case tracking process.

#### **1.1 Scope**

OnSite Support is available 24 hours a day, 7 days a week in accordance with Severity Level Definitions and Severity Level Response Time Goals tables.

#### **1.2 Inclusions**

Onsite Support can be delivered on Motorola-sold infrastructure.

#### **1.3 Motorola has the following responsibilities:**

- 1.3.1 Receive service requests.
- 1.3.2 Create a case as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the case to resolution.
- 1.3.3 Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary case information.
- 1.3.4 Provide the required personnel access to relevant customer information as needed.
- 1.3.5 Servicer will perform the following on-site:
  - 1.3.6 Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
  - 1.3.7 Replace defective Infrastructure or FRU, as supplied by customer.
  - 1.3.8 Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 1.3.9 If a third party vendor is needed to restore the system, the Servicer may accompany



that vendor onto the customer's premises.

- 1.3.10 Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the case will be closed and the Servicer will be released.
- 1.3.11 Escalate the case to the appropriate party upon expiration of a response time.
- 1.3.12 Close the case upon receiving notification from customer or servicer, indicating the case is resolved.
- 1.3.13 Notify customer of case status as defined by the Customer Support Plan:
- 1.3.14 Open and closed; or
- 1.3.15 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 1.3.16 Provide Case activity reports to customer if requested.

1.4 Customer has the following responsibilities:

- 1.4.1 Contact Motorola, as necessary, to request service.
- 1.4.2 Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
  - Case notification preferences and procedure.
  - Repair verification preference and procedure.
  - Database and escalation procedure forms.
  - Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 1.4.3 Provide the following information when initiating a service request:
  - Assigned system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola to open a case.
- 1.4.4 Allow Servicers access to equipment.
- 1.4.5 Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
- 1.4.6 Maintain and store in an easily accessible location any and all software needed to restore the system.
- 1.4.7 Maintain and store in an easily accessible location proper system backups.
- 1.4.8 For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 1.4.9 Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- 1.4.10 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.



1.4.11 Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

#### Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• 33% of call processing resources impaired</li> <li>• Site Environment alarms: <ul style="list-style-type: none"> <li>○ Smoke</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services are voice, data or network management).</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Less than 33% of call processing resources impaired</li> <li>• Failure of a single redundant component</li> </ul>
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Intermittent faults that are infrequent and minor impact to core services</li> <li>• Statistical reporting problems</li> </ul>

<b>Severity 4</b>	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user.</li> <li>• Faults that have no impact in how the user perceives the system to work.</li> <li>• Cosmetic issues.</li> <li>• Requests for information.</li> <li>• Preventive Maintenance</li> </ul>
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#### Severity Level Response Time Goals

(Customer's Response Time Classification is designated in the Customer Support Plan.)

<b>Severity Level</b>	<b>Standard Response Time</b>
<b>Severity 1*</b>	Within 4 hours from receipt of notification continuously
<b>Severity 2</b>	Within 4 hours from receipt of notification Standard Business Day
<b>Severity 3</b>	Within 8 hours from receipt of notification Standard Business Day
<b>Severity 4</b>	Within 12 hours from receipt of notification Standard Business Day

\* Premier Response is an option that can be purchased, it provides a 2-hour response time for severity 1 issues.

## **Appendix D: Annual Preventive Maintenance Statement of Work**

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

Annual Preventative Maintenance will provide an annual operational test and alignment, on the customer's infrastructure equipment (Infrastructure or Fixed Network Equipment or "FNE") to monitor the Infrastructure's conformance to specifications, as set forth in the applicable attached Exhibit(s), all of which are hereby incorporated by this reference.

### **1.0 Scope**

Annual Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing). If the system or Customer requirements dictate this service must occur outside of standard business hours, Motorola will provide an additional quotation. Customer is responsible for any charges associated with unusual access requirements or expenses.

#### **1.1 Inclusions**

Annual Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products per the level of service as defined in Table 1: PM Tasks Performed.

#### **1.2 Limitations and Exclusions**

Unless specifically described in Table 1, the following activities are outside the scope of the Annual Preventive Maintenance service, but are optional services that are available to Annual Preventive Maintenance customers at an additional cost:

- 1.2.1 Emergency on-site visits required to resolve technical issues.
- 1.2.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.2.3 System installations, upgrades, and expansions.
- 1.2.4 Customer training.
- 1.2.5 Hardware repair and/or exchange.
- 1.2.6 Network security services.
- 1.2.7 Network transport.
- 1.2.8 Information Assurance.
- 1.2.9 Motorola services not included in this statement of work.
- 1.2.10 Any maintenance required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.
- 1.2.11 Tower mapping analysis or tower structure analysis

#### **1.3 Motorola has the following responsibilities:**

- 1.3.1 Notify the customer of any planned system downtime needed to perform this Service.
- 1.3.2 Advise customer of any issue that requires immediate attention.



- 1.3.3 Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Annual Preventive Maintenance.
- 1.3.4 Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify customer of an alternative course of action.
- 1.3.5 Provide customer with a report documenting system performance against expected parameters along with recommended actions. Time allotment TBD.
- 1.3.6 Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance service.

**1.4 The Customer has the following responsibilities:**

- 1.4.1 Provide preferred schedule for Annual Preventative Maintenance to Motorola.
- 1.4.2 Authorize and acknowledge any scheduled system downtime.
- 1.4.3 Maintain periodic backup of databases, software applications, and firmware.
- 1.4.4 Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola full, free, and safe access to the equipment so that Motorola may provide services. All sites shall be accessible by standard service vehicles.
- 1.4.5 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.4.6 Provide site escorts in a timely manner if required.
- 1.4.7 Provide Motorola with requirements necessary for access to secure facilities.
- 1.4.8 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

Table 1: PM Tasks Performed

<b>PRIME SITE CHECKLIST</b>	
<b>SOFTWARE</b>	
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.
<b>SWITCHES</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
<b>MISCELLANEOUS EQUIPMENT</b>	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diags	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
<b>COMPARATORS</b>	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways

**DISPATCH SITE CHECKLIST****GENERAL**

Inspect all Cables	Inspect all cables/connections to external interfaces are secure
Mouse and Keyboard	Verify operation of mouse and keyboard
Configuration File	Verify each operator position has access to required configuration files
Console Op Time	Verify console op time is consistent across all ops
Screensaver	Verify screensaver set as customer prefers
Screen Performance	Verify screen operational/performance
Touchscreen	Verify touchscreen operation (if applicable)
Cabling/Lights/Fans	Visual inspection of all equipment - cabling/ lights/ fans
Filters/Fans/Dust	Clean any filters/ fans/ dust- all equipment
Monitor and Hard Drive	Confirm monitor and hard drive do not "sleep"
DVD/CD	Verify / clean DVD or CD drive

**HEADSET UNPLUGGED TESTING**

Speakers	Test all speakers - audio quality, volume, static, drop-outs, excess hiss when turned up.
Channel Audio in Speaker	Verify selected channel audio in select speaker only.
Footswitch Pedals	Verify both footswitch pedals operational
Radio On-Air Light	Verify radio on air light comes on with TX (if applicable)
Radio TX and RX	Verify radio TX/RX from both headset jacks. Verify levels OK. Check volume controls for noise/static or drop-outs.
Speaker Mute	Verify select speaker muted.
Telephone Operation	Verify telephone operational through both headset jacks. Check volume controls for noise/static or drop-outs.
Audio Switches	Verify select audio switches to speaker when phone off-hook. (if interfaced to phones)
Radio Takeover in Headset	Verify radio-takeover in headset mic when phone off-hook (mic switches to radio during PTT and mutes to phone).

**OTHER TESTS**

Phone Status Light	Verify phone status light comes on when phone off-hook (if applicable)
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Desk Microphone Operation	Confirm desk mic operation (if applicable)
Radio IRR Operation	Verify radio IRR operational (if applicable)
Telephone IRR Operation	Verify telephone [if on radio computer] IRR operational (if applicable)
Recording	Verify operator position being recorded on long term logging recorder (if applicable)
<b>COMPUTER PERFORMANCE TESTING</b>	
Computer Reboot	Reboot op position computer
Computer Operational	Confirm client computer is fully operational (if applicable)
<b>AUDIO TESTING</b>	
Audio Levels and Quality	Confirm all conventional resources are functional with adequate audio levels and quality
Secure Mode	Confirm any secure talkgroups are operational in secure mode
<b>EQUIPMENT ROOM TESTS</b>	
Recording - AIS Test	Verify audio logging of trunked calls
Recording	Test op position logging on analog recorder (with customer assistance)
System Alarms	Review alarm system on all equipment for errors
Verify System SW CD's	Perform audit of software media on site. Versions, KC numbers, types, etc.





<b>RF SITE CHECKLIST</b>	
Equipment Alarms	Verify no warning/alarm indicators.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Control Channel Redundancy (trunking)	Roll control channel, test, and roll back.
Site Controller Redundancy (trunking)	Roll site controllers with no dropped audio.
GTR 8000 Results Sheet	Complete GTR tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, Gen Level Desense no Tx.
Verify Connectivity	Verify Connectivity
Equipment Inspection	Visually inspect that all hardware (equipment, cables, panels, batteries, racks, etc.) are in acceptable physical condition for normal operation.
Site Frequency Standard Check	Check lights and indicators for A/B receivers.
Regulatory Compliance (License, ERP, Frequency, Deviation)	Check station for regulatory compliance. Update station logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways
<b>UPS</b>	
Visual inspection (condition, cabling)	Verify corrosion, physical connections, dirt/dust, etc.
<b>GENERATOR</b>	
Visual Inspection	Verify, check panel housing, cracks, rust and weathering. Physical connections, corrosion, dirt/dust, etc.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Check, verify running of generator, ease of start or difficult. Is generator "throttling" or running smooth? Any loud unusual noise? Etc.



HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt
Outdoor Unit	Check that outdoor unit is unobstructed
Wiring	Wiring (insect/rodent damage)
Cooling / Heating	Check each HVAC unit for cooling/heating

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garvinm@stlouis-mo.gov  
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## **Appendix E: Network Hardware Repair with Advanced Replacement Overview**

Network Hardware Repair with Advanced Replacement is a repair exchange service for Motorola and select third party infrastructure supplied by Motorola. When available, Motorola will provide customer with an advanced replacement unit(s) or Field Replacement Units (FRUs) in exchange for customer's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by the infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. For customers who prefer to maintain their existing FRU inventory they have an option to request a "Loaner" FRU while their unit is being repaired. Refer to the Advanced Exchange or Loaner Decision Process flowchart for details on the loaner process.

The Motorola authorized repair depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### **1.0 Description of Services**

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

#### **1.1 Scope**

Repair authorizations are obtained by contacting the Solutions Support Center which is available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Online at under Repair Status/Submit Infrastructure RA.

Motorola Online: <https://businessonline.Motorolasolutions.com>

### **1.2 Inclusions**

Network Hardware Repair with Advanced Replacement is available on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products. Motorola will make a "commercially reasonable effort" to repair Motorola manufactured infrastructure products for seven (7) years after product cancellation.

### **1.3 Exclusions**

If infrastructure is no longer supported by either Motorola, the original equipment manufacturer or a third party vendor, as applicable Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Network Hardware Repair with Advanced Replacement:

1.3.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.3.2 All third party infrastructure hardware over three (3) years from product cancellation date.

- 1.3.3 All broadband infrastructure three (3) years from product cancellation date
- 1.3.4 Physically damaged infrastructure.
- 1.3.5 Third party equipment not shipped by Motorola.
- 1.3.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- 1.3.7 Video retrieval from digital in-car video equipment.
- 1.3.8 Infrastructure backhaul such as: antennas, antenna dehydrators, microwave<sup>1</sup>, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.<sup>1</sup>
- 1.3.9 Test equipment.
- 1.3.10 Racks, furniture and cabinets.
- 1.3.11 Non-standard configurations, customer-modified infrastructure and certain third party infrastructure are excluded from advanced replacement service.
- 1.3.12 Firmware and/or software upgrades.

<sup>1</sup> Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Excludes batteries and any on-site services.

- 1.4 Motorola has the following responsibilities:
  - 1.4.1 Enable customer access to the Motorola call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
  - 1.4.2 Use commercially reasonable efforts to maintain FRU inventory on supported platforms.
  - 1.4.3 Provide new or reconditioned FRUs to the customer, upon request and subject to availability. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the customer's malfunctioning FRU.
  - 1.4.4 Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the customer software version/configuration is not provided, shipping times will be delayed.
  - 1.4.5 Package and ship Advance Exchange FRU from the FRU inventory to customer specified address.
    - During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible depending on stock availability and configuration requested. Motorola will pay for the shipping to the customer, unless customer requests shipments outside of standard business hours and/or carrier programs, such as weekend or next flight out (NFO) shipment. In such cases, customer will be responsible for shipping and handling charges.
    - When sending the advanced replacement FRU to customer, provide a return air

bill in order for customer to return the customer's malfunctioning FRU. The customer's malfunctioning FRU will become property of the Motorola repair depot or select third party and the customer will own the advanced replacement FRU.

- When sending a loaner FRU to customer, Motorola will pay for outbound shipping charges. Inbound shipping to Motorola for repair is the responsibility of the customer. Motorola will repair and return the customer's FRU and will provide a return air bill for the customer to return IDO's loaner FRU. Refer to Advanced Exchange or Loaner Decision Process flowchart for the loaner process and Shipping Charges for shipping charge detail.

1.4.6 Provide repair return authorization number upon customer request for Infrastructure that is not classified as an advanced replacement or loaner FRU.

1.4.7 Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.

1.4.8 Receive malfunctioning FRU from Customer, carry out repairs and testing and return it to the FRU stock

1.4.9 Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.4.10 Perform the following service on Motorola infrastructure:

- Perform an operational check on the infrastructure to determine the nature of the problem.
- Replace malfunctioning Field Replacement Units (FRU) or components.
- Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable
- Perform a box unit test on all serviced infrastructure.
- Perform a system test on select infrastructure.

1.4.11 Provide the following service on select third party infrastructure:

- Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.
- Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
- Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
- Perform a post-test after repair by Motorola, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.4.12 For loaner equipment, Motorola will ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent

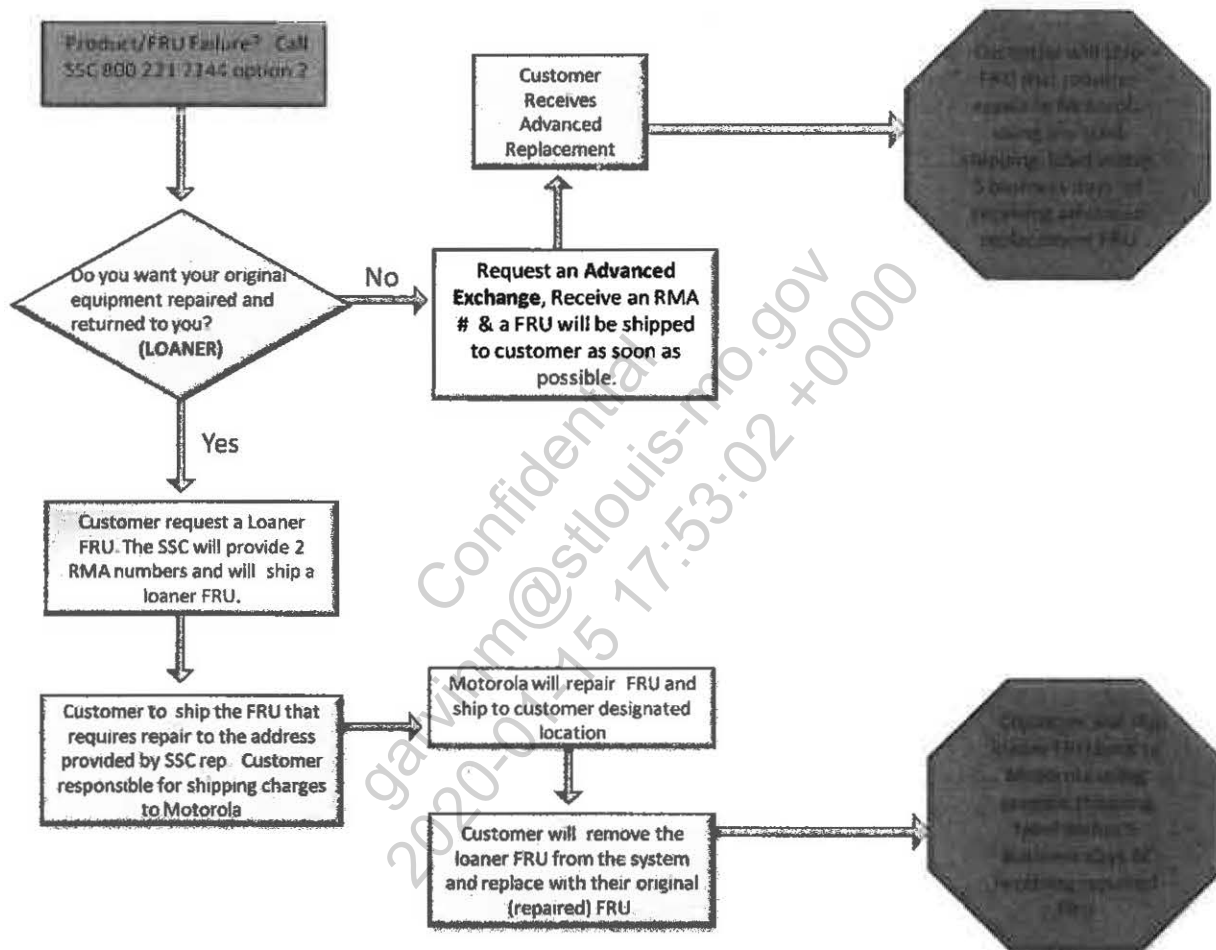


two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

1.5 The Customer has the following responsibilities:

- 1.5.1 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.
- 1.5.2 Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.
- 1.5.3 Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.
- 1.5.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- 1.5.5 Provide customer purchase order number to secure payment for any costs described herein.
- 1.5.6 Pay for shipping of Advanced Replacement or Loaner FRU from Motorola repair depot if customer requested shipping outside of standard business hours or carrier. See Shipping Charges.
- 1.5.7 Properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition. Customer will be subject to a replacement fee for malfunctioning FRUs not properly returned.
- 1.5.8 Within five (5) business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package customer's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. Customer must send the return air bill back to the repair depot in order to facilitate proper tracking of the returned infrastructure. Customer will be subject to a full replacement fee for FRUs not returned within 5 business days.
- 1.5.9 For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola.
- 1.5.10 Clearly print the return authorization number on the outside of the packaging.
- 1.5.11 Maintain information of software/applications and firmware for re-loading of infrastructure.
- 1.5.12 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

**Advanced Exchange or Loaner Decision Process:**







## Shipping Charges:

<b>Service</b>	<b>Advanced Replacement Contract Shipping Charges</b>
<b>Exchanges (Outbound to customer)</b>	<b>Motorola</b>
<b>Exchanges or Loaners Next Flight Out (Outbound to customer)</b>	<b>Customer</b>
<b>Exchanges or Loaners Non-Motorola carrier * (Outbound to customer )</b>	<b>Customer</b>
<b>Exchanges (Inbound to Motorola)</b>	<b>Motorola</b>
<b>Loaner (Outbound to customer)</b>	<b>Motorola</b>
<b>Loaner Repair (Inbound to Motorola)</b>	<b>Customer</b>
<b>Loaner Repair &amp; Return (Outbound to customer)</b>	<b>Motorola</b>
<b>Loaner Installation (OnSite Servicer)</b>	<b>Customer</b>

\*Motorola shipping carriers – FedEx and DHL

## **Appendix F: Security Monitoring Service Overview**

Motorola's Security Monitoring Services includes anti-malware monitoring and authentication log monitoring. There are also options for firewall monitoring, intrusion detection system (IDS) monitoring, and ASTRO 25 system log monitoring.

Motorola's ASTRO 25 Security Monitoring is a complete solution that provides peace of mind and reduces the risk that your network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola engineers for rapid resolution.

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1. Description of Security Monitoring Services
  - 1.1. Anti-malware Monitoring

ASTRO 25 comes installed with Anti-malware software ("SW"). Security Monitoring will verify that malware definition updates, as provided by the Anti-malware OEM, are installed and running. The anti-malware SW is monitored for activity such as deletion, quarantine, and alerting of suspicious SW.
  - 1.2. Authentication Monitoring
    - 1.2.1. Active directory (including domain Linux and RADIUS) and two-factor authentication log-ins are monitored.
  - 1.3. Firewall Monitoring – The ASTRO 25 system potentially has several firewall options. See Table 1 in the addendum for a list. In any of these firewall applications, Motorola provisions and deploys the firewalls with the ASTRO 25 system. Motorola will monitor each one that has the firewall monitoring option.
  - 1.4. IDS (Intrusion Detection System) Monitoring. An IDS is an option to ASTRO 25 that may be deployed between the ASTRO 25 firewall and the CEN.
  - 1.5. Centralized Log Monitoring

ASTRO 25 has an option that provides the ability to forward device syslogs to a single virtual server called Centralized Syslog Server. This allows monitoring of Linux components for authentication events.

## **2. Scope**

The Motorola Secure Operations Center (SOC) consists of highly trained and experienced security specialists. When an event is detected, the technologists will run remote diagnostics and initiate an appropriate response. This response could involve: continuing to monitor the event for further development, attempting to remotely restore the system, or opening of a case for dispatch of a field servicer ("Servicer").

## **3. Motorola Responsibilities:**

- 3.1.** Provide, maintain, and replace when necessary, hardware ("HW") and SW required to monitor ASTRO 25 security elements. HW may include a firewall, router, or physical server. SW may include virtual servers either on the ASTRO 25 core or a separate physical server, related OS, SIEM collectors, and SW that allows distribution of updates and remote diagnostics.
- 3.2.** Verify connectivity and monitoring is active prior to system acceptance or start date.
- 3.3.** Coordinate with customer to maintain Motorola service authentication credentials.
- 3.4.** Maintain properly trained and accredited technicians. Monitor the customer's system 24/7/365 for malicious or unusual activity.
- 3.5.** Reports are posted to the SSC quality webpage. Contact your CSM for access.

## **4. The Customer has the following responsibilities:**

- 4.1.** Security Monitoring requires a connection from the customer's ASTRO 25 system to Motorola's SOC in Schaumburg. Motorola offers either a T1 option or a Virtual Private Network (VPN) option through a customer supplied internet connection.
- 4.2.** Allow Motorola continuous remote access to monitor the ASTRO 25 system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola to understand and maintain proper administration privileges.
- 4.3.** Provide continuous utility service to any Motorola equipment installed or utilized at the customer's premises to support delivery of this service.
- 4.4.** Provide customer contact information necessary to complete the Customer Support Plan. Notify your CSM within 2 weeks of any contact changes.
- 4.5.** As necessary, upgrade the ASTRO 25 system to supported releases.
- 4.6.** Allow Motorola dispatched-servicers physical access to the equipment when required.
- 4.7.** Comply with the terms of the applicable software license agreements between Customer and Motorola and the non-Motorola software copyright owners.
- 4.8.** Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.
- 4.9.** Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Services.



**5. Disclaimer**

Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

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**Addendum****Potential ASTRO 25 Firewalls**

CNI	Customer Network Interface. This firewall separates the ASTRO 25 Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case.
DSR	Dynamic System Resilience. This is an ASTRO 25 option where a geographically separated backup master site is implemented as a "hot-standby" in case of disaster at the primary. This option potentially doubles the number of firewalls in the system.
ZCP	Zone Core Protection. This ASTRO 25 option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites. There are always 2 firewalls in this option for redundancy.
TI	Telephone Interconnect. This ASTRO 25 option allows calls to be made to/from ASTRO 25 subscribers. A firewall is required to protect the RNI from the telephone connection. One firewall may serve the dual purpose of the TI and ISSI interface.
ISSI	Inter RF Subsystem Interface. This option allows connectivity to a separate system. The original intent of this option was to connect to another P25 system supplied by either Motorola or any other P25 compliant vendor. This standard has since been used to allow connection to non-P25 systems through additional interfaces such as WAVE. In any case, a firewall is necessary to protect the RNI from this connection.
MCC 7100	The MCC 7100 dispatch console may be configured such that it can connect via Virtual Private Network (VPN) through an internet connection. A firewall is required to terminate on the ASTRO 25 side of that connection. This firewall may be physically located at either a console site or the master site and there may be multiple firewalls for this purpose.
Custom	Some customers may opt to install their own firewalls and want them monitored, most commonly at console sites. The customer will have to work with Motorola to determine if and how custom firewalls can be monitored. Additional charges may apply.

## **Appendix G: Security Update Service**

### **INTRODUCTION**

To verify compatibility with your ASTRO system, Motorola's Security Update Service (SUS) provides pre-tested 3<sup>rd</sup> party software (SW) security updates.

This service was formerly called Pre-tested Software Subscription (PTSS). Additionally, SUS Platinum has been eliminated. The additional SUS Platinum features have been merged into this one SUS offering.

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### **DESCRIPTION OF SECURITY UPGRADE SERVICES**

Motorola shall maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola will make the updates available to outside vendors, allow them to test, and then incorporate those results into this offering. Depending on the specific ASTRO release and customer options, these may include updates to antivirus definitions, OEM vendor supported Windows Workstation and Server, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3<sup>rd</sup> party Windows applications such as Adobe Acrobat and Flash.

Motorola has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola will obtain and test these updates on a quarterly basis.

Once tested, Motorola will post the updates to a secured extranet website and send an email notification to the customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola will provide detailed documentation along with the updates on the website. Motorola will also provide labels on the extranet site that can be printed and applied to DVD's. The customer will be responsible for the download and deployment of these updates to their ASTRO System.

### **2.0 Scope**

Security Update Service supports the currently shipping Motorola ASTRO System Release (SR) and strives to support 4 releases prior. Motorola reserves the right to adjust which releases are supported as business conditions dictate. Contact your Customer Service Manager for the latest supported releases.

SUS is available for any L or M core system in a supported release.

Systems that have non-standard configurations that have not been certified by Motorola Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola will determine, in its sole discretion, the third party software that is supported as a part of this offering.

**3.0 Motorola has the following responsibilities:** 3.1 Obtain relevant 3<sup>rd</sup> party security updates as made available and supported from the OEM's. This includes antivirus definition, OEM vendor available/supported operating systems patches, VMWare patches, database patches, and selected other 3<sup>rd</sup> party patches covered by SUS. Motorola does not control when these updates are released, but current release schedules are listed for reference:

McAfee Antivirus definitions– Weekly

Microsoft PC and Server OS patches – Monthly

Solaris, RHEL OS, VMware hypervisor patches – Quarterly

Other 3<sup>rd</sup> party patches - Quarterly

3.2 Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.

3.3 Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.

3.4 Address any issues identified during testing by working with Motorola selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.

3.5 Pre-test STIG recommended remediation when applicable.

3.6 Release all tested updates to Motorola's secure extranet site.

3.7 Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.

3.8 Include printable labels for customers who download the updates to CD's.

3.9 Notify customer of update releases by email.

3.10 A supported SUS ASTRO release matrix will be kept on the extranet site for reference.



**4.0 The Customer has the following responsibilities:** 4.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).

4.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

4.3 Provide means for accessing pre-tested files (Access to the extranet website).

4.4 Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.

4.5 Implement recommended remediation(s) on customer system, as determined necessary by customer.

4.6 Upgrade system to a supported system release as necessary to continue service.

4.7 Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the customer and Motorola unnecessary or overly burdensome remediation efforts. In such case, Motorola reserves the right to charge an additional service fee for the remediation effort.

4.8 Comply with the terms of the applicable license agreement between the customer and the non-Motorola software copyright owner.

**5.0 Disclaimer:**

Motorola disclaims any and all warranties with respect to pre-tested antivirus definitions, database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other 3<sup>rd</sup> party files, express or implied. Further, Motorola disclaims any warranty concerning the non-Motorola software and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

## **SERVICE TERMS AND CONDITIONS**

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

### **Section 1      APPLICABILITY**

These Service Terms and Conditions apply to Maintenance Services provided in accordance with the Statements of Work included in Exhibit C of the ASTRO25 System Upgrade Agreement with Maintenance Services to which these terms and conditions are attached.

### **Section 2      DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Service Terms and Conditions and the other attachments in Exhibit C of the ASTRO25 System Upgrade Agreement with Maintenance Services, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over the other attachments in Exhibit C.

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

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

### **Section 3      ACCEPTANCE**

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in Exhibit D of the ASTRO25 System Upgrade Agreement with Maintenance Services to which these terms and conditions are attached.

### **Section 4      SCOPE OF SERVICES**

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

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

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

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



Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

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

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

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

## **Section 5 EXCLUDED SERVICES**

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

5.2. Unless specifically included in this 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.

## **Section 6 TIME AND PLACE OF SERVICE**

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

## **Section 7 CUSTOMER CONTACT**

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

**Section 8 PAYMENT**

Motorola will invoice Customer annually in advance of each year of Services. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. 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.

**Section 9 WARRANTY**

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

**Section 10 DEFAULT/TERMINATION**

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

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

10.3. Customer may terminate this Agreement (in whole or part) at any time. To exercise this right, Customer must provide to Motorola formal written notice at least thirty (30) days in advance of the effective date of the termination. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If Customer exercises this right to terminate for convenience, it will be liable to pay Motorola for (1) the portion of the Contract Price attributable to the Services performed, on or before the effective date of the termination; and (2) costs and expenses that Motorola incurs as a result of the termination of the Agreement, including but not limited to costs and expenses associated with cancellation of subcontracts, restocking fees, removal of installation or test equipment, etc. If the portion of the Contract Price and/or the recoverable costs and expenses attributable to the termination of the Agreement are not readily ascertainable, Customer will be liable to pay Motorola for the reasonable value of such Services, costs and expenses. Notwithstanding the above, Customer shall have no right to terminate this Agreement if Motorola has given Customer a notice of default and such default has not been cured.

10.4. If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term. Annual discounts for the Term can be found on Exhibit D of the ASTRO25 System Upgrade Agreement with Maintenance Services to which these terms and conditions are attached.

#### **Section 11      LIMITATION OF LIABILITY**

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

#### **Section 12      EXCLUSIVE TERMS AND CONDITIONS**

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

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

#### **Section 13      PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

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



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

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

#### **Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS**

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

#### **Section 15 COVENANT NOT TO EMPLOY**

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

#### **Section 16 MATERIALS, TOOLS AND EQUIPMENT**

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

#### **Section 17 GENERAL TERMS**

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

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

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

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

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

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

17.7. Motorola has priced the Agreement based on the initial System configuration and Service plans. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Further, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed. Should the annual inflation rate increase greater than 5% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 5%. The Midwest Region Consumer Price Index (<http://www.bls.gov/ro5/cpimid.htm>), 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.

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



**Exhibit B**

**Missouri Unauthorized Aliens Law Affidavit**

Confidential  
garvinm@stlouis-mo.gov  
2020-01-15 17:53:02 +0000

STATE OF KENTUCKY )  
COUNTY OF JEFFERSON )SS.

**AFFIDAVIT**

Before me, the undersigned Notary Public, personally appeared Patel Sandip (Name of Affiant) who, by me being duly sworn, deposed as follows:

My name is Patel Sandip (Name of Affiant), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein stated:

I am the Regional Service Mgr (Position/Title) of Motorsola Solutions Inc (Contractor).

I have the legal authority to make the following assertions:

1. Motorsola Solutions Inc (Contractor) is currently enrolled in and actively participates in a federal work authorization program with respect to the employees working in connection with St. Louis Lambert International Airport (the "Agreement"), as required pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000, as amended, Motorsola Solutions Inc (Contractor) does not knowingly employ any person who is an unauthorized alien in connection with this Agreement.

Patel Sandip  
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this 30th day of AUGUST, 2017.

Tod Estes  
Notary Public

TOD ESTES

My Commission Expires:

Notary Public, State at Large, KY  
Commission expires July 17, 2019

CITY REGISTER  
RECEIVED

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