MOTOROLA *SOLUTIONS*

CHULA VISTA POLICE DEPARTMENT

COMMANDCENTRAL AWARE AND AERIAL SUITE   **SEPTEMBER 16, 2020**

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Chula Vista Police Department
CommandCentral Aware and Aerial Suite
REF/Control No. 20-105986

September 16, 2020
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SECTION 1

COMMANDCENTRAL AWARE

1.1　SYSTEM DESCRIPTION

1.1.1　Solution Overview

Motorola is pleased to present the following solution for the City of Chula Vista, California ("Customer").

Motorola's offering for CommandCentral Aware provides the ability to create a situational awareness front through consolidation of disparate systems and data such as camera feeds, incident information, resource locations, alerts and voice into a single interface.

Agencies can increase the value of their software investments by connecting CommandCentral Aware to your current Computer Aided Dispatch (CAD), Call Handling, Land Mobile Radio (LMR), Video Management Systems (VMS), and other software platforms. Public safety agencies can accelerate workflows, improve ease of use, augment decision making and unify operational viewpoints.

1.1.1.1　Participating Entities

The designated entities participating in the CommandCentral Aware system are:

- City of Chula Vista

1.1.1.2　Application Software and System Components

The CommandCentral Aware solution designed for Customer is comprised of the following:

- One (1) CloudConnect server hardware.
- CommandCentral Aware 3-year subscription with 5 named users
- PremierOne CAD Integration for incident and/or unit location Automatic Vehicle Location (AVL).
- Vigilant License Plate Recognition Integration.
- Aerial Suite Drone Integration
- Genetec Video Management System Integration
- Location Services Integration.
- ASTRO 25 Radio Location on Push-To-Talk (PTT)
- Mapping.
- Accuweather Service.
- Agency Esri Data Sets Integration.

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- Inter–Agency and Intra Agency Group Configuration.

- Alerting.

- Sensor Event Locationing.

- Alerts: APX Emergency Button, Man Down and Vehicle Impact (for Customers existing APX subscriber or APX 8500 only).

- Interfaces as presented in Section 1.1.9 CommandCentral Interfaces

- Software Maintenance and Technical Support.

- Services as described in the Statement of Work.
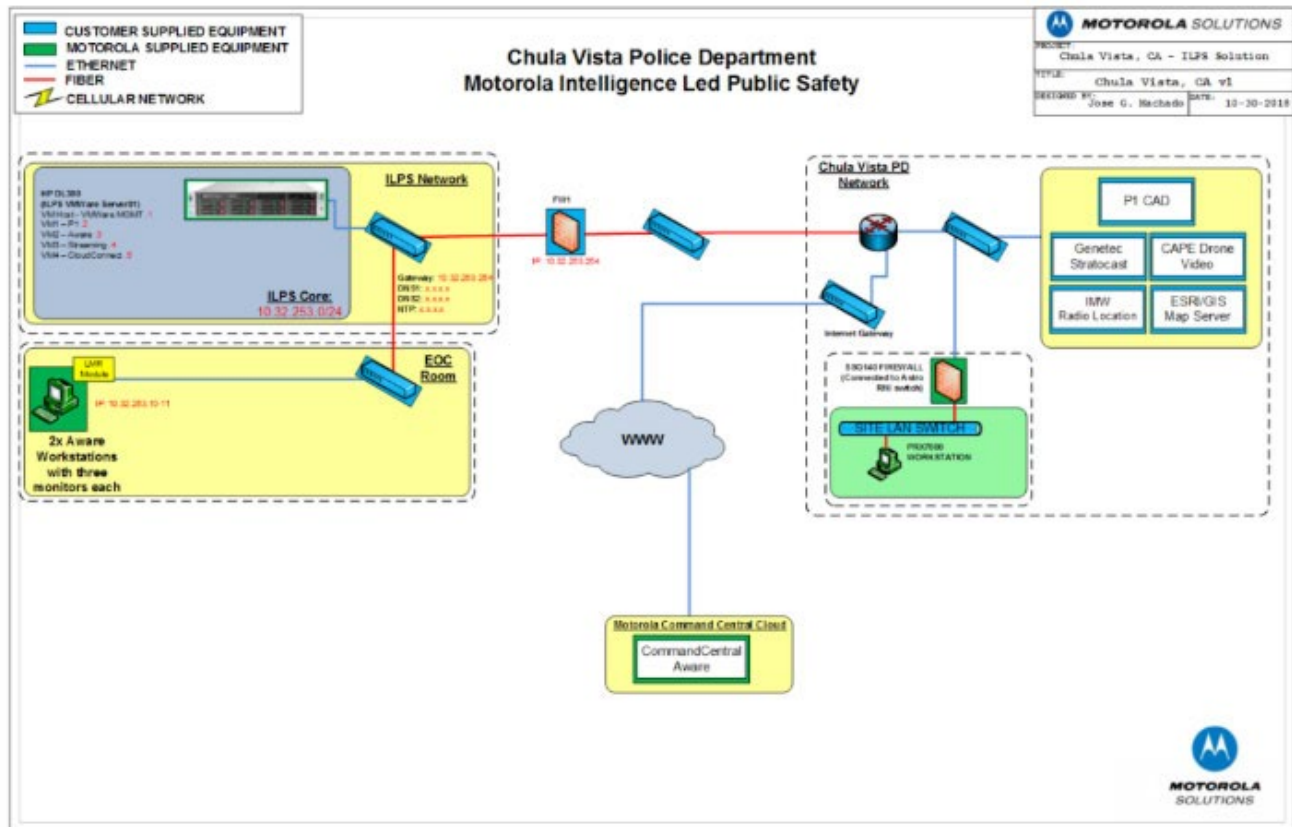
Figure 1-1: CommandCentral Aware Representative System Diagram

1.1.2 CommandCentral Aware Product Descriptions and Integrations

CommandCentral Aware enhances incident response by integrating multiple disparate systems into a unified public safety workflow. CommandCentral Aware provides the ability to correlate information and events across multiple systems; radio, video surveillance, sensors, alarms, analytics, CAD, Records, and Mapping/GPS location.

CommandCentral Aware enables you to monitor activity from anywhere, act with necessary context, collaborate without distraction, respond quickly to escalating incidents, enhance response with real-time video, streamline video management and agency workflows.

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The following provide summary descriptions of the CommandCentral Aware products.

Mapping

CommandCentral Aware provides the consolidated, map–based common operating picture needed to enhance decision–making at any part of your operation. You can view all your location–based data together, on a single map display.

Geospatial Event Mapping—See unit/device locations, CAD incidents, field personnel status and location, open–source data alerts, sensors and more, visualized on a map that can be customized with any of your agency's other data layers.

Event Monitors—CAD incidents, personnel status and location, open source data alerts, sensors and more, visualized on a map (i.e. Esri online, Esri server, or static map layers) that can be modified with any of your agency's other data layers.

Geographical Information System (GIS) Integration—Map display utilizes Esri ArcGIS online or ArcGIS Server map services provided by the Customer.

Data Layer Panel—Each data layer source can be shown or hidden based on selecting or deselecting it in the data layer panel.

Event Information Display—Details associated with each icon on the map can be viewed in an event information display upon clicking the icon.

Historical Map—Incident recreation with data consisting of CAD Incidents/Alarms/Alerts/Radio and/or Vehicle locations and Video (set to the timestamp). An Export tool extracts the timeline recreation to KML format for viewing purposes in Google Earth or ESRI ArcGIS Pro.

Breadcrumbing—The live tracking of an individual APX subscribers. Tracking will begin at the time the action is toggled on, showing up to the last 30 minutes as the device continues the live movement.

Geographic Information System (GIS) Data Set Integration

CommandCentral Aware integrates with your hosted GIS data sets from Esri ArcGIS Server or ArcGIS online. The geospatial information contained within these data sets are core to the overall visualization of the intelligent map display. This adds to the common operating picture to enhance workflow details driven by geography and metadata contained within these data sets.

Esri's powerful geospatial engine within CommandCentral Aware is used to automatically invoke spatial queries to inform the user of nearby items, refine geographic boundaries and focus attention on location to orientate those responding. Utilizing the geospatial processing induces an intelligent driven analysis and help to eliminate additional noise on the map to not distract from the concentrated area of concern.

Example data sets may include (but not limited to):

- The ability to refine the data displayed based on geographic area defined per user (i.e. by Area, Beat, Sector, Precinct, Zone, Quadrant).

- Find nearby entities by predefined distance (i.e. closest camera while in route, closest cameras to an event (cad, gunshot detection, alert, etc.).

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- Determining road blockades caused by traffic jams, flooded roadways, or barricades.

Rules Engine

Command Central Aware provides workflow capability within the application. The workflow is powered by a rules based engine that allows for predefined constraints and actions to be invoked based on configuration defined by the customer. This capability takes into account the ingestion of real-time data as qualifying entities to be actionable items for the workflow. The benefit of the Rules Engine is to reduce manual decision making and automate where possible based on predefined logic to strengthen intelligence driven decision. Examples include but not limited to:

- Highlight Row & Custom Sounds: Utilizing the Rules Engine definition conditions that will invoke actions to perform highlight row (on the Event Monitor) and/or alert a customized sound to bring focus to the application for critical CAD Incident Types.

- Show Nearby Cameras: Utilize the Rules Engine to define conditions that will invoke actions to automatically open and center visual on nearby cameras, eliminating the need for manual action.

APX Subscribers Location on Push to Talk or Location on Receive (TDMA)

CommandCentral Aware maps GPS enabled land mobile radios (ASTRO P25 radios) on PTT, Emergency Button, Man Down and On Demand.

- User & Resource Location - All available agency sources of location information and related metadata are ingested from land mobile radio (LMR) devices to pinpoint the location for vehicles and responders.

- Affiliation of Users, Devices and Units - A user can be affiliated with multiple devices (both broadband and LMR). Multiple users and their devices can be affiliated with a unit.

- Location on PTT and On Request

- Location on Emergency (emergency button press and man down)

- Stale Location or Not Reporting Indication

The Location on PTT feature enables ASTRO 25 trunked radio systems to continuously track the location of individual radio users while they are involved in voice calls. With each transmission, the APX radio with Location on PTT will send its Global Positioning System (GPS) location to the dispatch mapping application. ASTRO 25 Location on PTT provides timely, accurate location information when needed most – during emergencies and critical incidents that require intense voice collaboration. Location on PTT improves the safety of field personnel by providing more accurate and reliable location services during an emergency call. GPS location data is sent with each PTT or "hot mic"; activation, following an emergency button press or man-down situation. This allows dispatchers to effectively coordinate back-up and support services during an emergency situation.

Additionally, Location on PTT increases location accuracy even during times when the radio system is heavily congested with voice traffic. Every time a first responder presses the PTT button, their location is updated, helping dispatchers make quick decisions based on current location data. With Location on PTT, radios will no longer be required to complete a call and connect to a data channel in order for a location update to be sent to dispatch. An APX radio in a group call or emergency call sends its current GPS location over the voice channel

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during each transmission. Location data is embedded directly in the voice stream and sent continuously, with no impact to voice quality or performance. Radios with Location on PTT can be configured to send their location after each PTT during group calls and during emergency calls.

Location on PTT can be sent over the voice channel, in addition to cadence, distance or manual updates already being sent over the data channel. Once location data is received by the Packet Data Gateway (PDG) at the ASTRO 25 Master Site, it is then forwarded on to the mapping application via Intelligent Middleware (IMW). Dispatch can then use the mapping application to view the location of any APX radio, in near real-time, for faster emergency responses.

Computer Aided Dispatch (CAD) Integration

CommandCentral Aware integrates with PremierOne CAD to provide a CAD status and event monitor capability. The CAD status monitor will allow the user to see a listing of incidents that includes: event type, location incidents, narrative, priority, status, geographic area, location of devices or units. The application consumes event driven data from multiple CAD systems allowing for real time assessment with other relevant data published to the platform such as officer location, alarms, alerts, tips, tactical information, voice and video.

Vigilant LPR Integration

The Motorola LPR solution is designed to enable law enforcement agencies to organize and archive data collected from multiple mobile and fixed site LPR deployments. LPR technology has numerous applications including parking enforcement, law enforcement and city surveillance, and security and monitoring A Motorola LPR system delivers several key capabilities such as:

- Automatically photograph a vehicle and zero in on its license plate in moving traffic.

- Raise an alert, showing a photo of the vehicle and license plate, and displaying why it's of interest in response to a match.

- Plate identification data can be mined and analyzed for patterns.

- LPR data can map all locations related to a single plate to locate and map vehicle movements. The web interface allows data to be shared across multiple locations and agencies.

- Via Correlation Engine can automatically associates related data together from disparate systems to get a comprehensive view of the incident or hot–list hit/alarm occurrence. Displays nearby video sources based on the LPR hot–list hit/alarm, sensor alarms and provided third party data alerts.

- Parking Enforcement Key features include digital tire chalking for time–limit enforcement and support of residential, university semester, employee, short–term, and shared permits.

- Important features of Law Enforcement and City Surveillance include reading of thousands of plates per shift, wildcard hotlists with partial license plate numbers, hotlists that can covertly notify assigned investigators of hits without alerting the in–car vehicle officer, live data transmission between vehicles and back office, and back office data mining and geo–fencing.

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1.1.3 Video Management System Component Descriptions

Video Management System Integration

A core component of CommandCentral Aware is Video View. The module provides an ability to consume video content from a variety of Video Management Systems–VMS (live and recorded, fixed and mobile). Each VMS brings with it a variety of tools via an SDK. These tools can include, but not limited to, location, user controlled Pan Tilt Zoom (PTZ), Digital Zoom, Image Capture, Video rewind and export clip, and allow for historic search of recorded video. These features improve productivity from call to closure and increase responder safety.

In addition to functional tools, the Video View module can consume video analytics of automated license plate recognition, facial recognition and object detection. These capabilities will add greater refinement to video feeds to accurately assess detail that the eye may not see, further enhancing the users experience within CommandCentral Aware. Component configuration within CommandCentral Aware allows for specific use case definition expanding automated intelligence into the application via:

- Workflow Configuration: Automatically associates related data together from disparate systems to get a comprehensive view of the incident or threat occurrence. Displays nearby video sources based on CAD incident, sensor alarms and provided third party data alerts.

- Real–Time Video Streaming: Virtually patrol the community or immediately view the scene of an event in seconds by accessing up to 16 cameras simultaneously from video feeds via VMS System. Easily reference the video source, date, time and location as well as customize camera groups for quicker access to particular locations.

- Device and Content Control: Users can operate PTZ capable cameras, as well as perform a 10 second review from buffer. Snapshot pictures and video clips can be captured, stored and shared for timely situational awareness. Users can create rule–sets to perform automated actions based on event types, helping to reduce the amount of steps necessary to support an incident effectively.

- Camera Location and Group Definition: Can be provisioned through the CommandCentral Aware or read directly from the VMS.

- Camera Field of View can be defined via CommandCentral Aware and viewed on the map display. Users can toggle off and on the cameras that may or may not be pointed in the direction of the incident.

- Video Camera Audit Log: Ability to capture user interactions and record them to a log.

Visualization of the response scene seconds before the responder(s) arrive creates a virtual officer in the Command Center which provides additional security to those at the edge. This virtual officer can also act in the capacity of virtual patrol assigned to observe live video during large events or within high crime areas.

Table 1-1: Supported Video Capabilities within CommandCentral Aware

Feature	Description
Camera Import	Importing cameras and the directory tree from VMS to CommandCentral Aware

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Feature	Description
Camera Location	Use coordinates stored in-camera custom fields at the NVR (or) pulls geo-location coordinates from the camera units. Specifically identified during installation.
PTZ	Control of pan, tilt, and zoom (PTZ) functions on capable camera units that have been imported into CommandCentral Aware.
PTZ Presets	PTZ cameras predefined pan, tilt, zoom values are applied to live feed.
PTZ Tours	PTZ cameras execute a scan of its vicinity.
Live Video	Direct feed from the camera as provisioned in the VMS system.
Recorded Video	Playback video from the archive.
Live Snapshots	Perform a screen capture of the live scene to send as an attachment via messaging service.
Recorded Snapshots	Ability to isolate and capture a section of the recorded video to be distributed by the messaging service.
Recorded Fast Forward	Display frame recorded sample at a faster rate playing forward.
Record Fact Backward	Display frame recorded sample at a faster rate playing backward.
Digital Zoom	Magnifies a selected area for live and recorded video.
Video Export	Ability to prepare a video clipping for export to messaging or evidence collection.

1.1.4   Design Considerations

The following have been taken into consideration for the design of the CommandCentral solution for the Customer:

1. The Customer will be responsible for connectivity between the various networks.

2. The Customer will be responsible for network connectivity to the Genetec and Aerial Suite systems.

3. VPN remote access is required for Motorola Solutions Deployment personnel to configure the system and for Customer Support to conduct diagnostics

4. Customer is responsible for all necessary third party upgrades of their existing system(s) as may be required to support the CommandCentral solution. Motorola's solution does not include any services, support or pricing to support Customer third party upgrades in this proposal.

5. Customer is responsible to mitigate the impact to third party systems, to include CommandCentral interfaces that result from the customer upgrading a third party system. Motorola strongly recommends working with Motorola to understand the impact of such upgrades prior to taking any upgrade action.

6. Motorola will have no responsibility for the performance and/or delays caused by other contractors or vendors engaged by the Customer for this project, even if Motorola has recommending such contractors.

7. Customer is responsible for providing backup power, as necessary.

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8. Customer will provide Internet access to CommandCentral Aware server(s). This includes software licenses and media and installation support from the Customer's IT personnel.

9. Any electrical and or infrastructure improvements required at Customer's facility are the responsibility of the Customer.

10. Backhaul equipment, installation, and support costs will be provided by the Customer.

11. Customer will provide devices such as workstations, tablets and smartphones with Internet access in order to use the proposed Mapping solution. Chrome or Safari Browsers are recommended for optimal performance. Aware and MCC7500E workstations to support MS Windows 10 Enterprise. Customer will provide Antivirus software for the Aware client.

12. Existing APX subscribers will be at software version R15.00.00 or later and equipped with GPS and IV&D options in order to use the Location on PTT feature.

13. The customer will provide the dispatch furniture on which the proposed MCC7500E console positions could be installed on.

14. Customer must provide Motorola access with administrative rights to Active Directory for the purpose of installation/configuration and support.

In order to prevent delay in the implementation, Customer must provide the information required in Table 1-2 at the time of Project Kickoff for each interface/integrated system.

Table 1-2: CommandCentral Aware Technical Discovery Requirements

	Customer Provided	Motorola Confirmed
Additional Information for Virtual Machine Access		
▪ Remote access to Customer provided CloudConnect Server VM		
▪ Data Interface VM requirements		
▪ Video Interface VM requirements		
Interfaces (Required for each Interface)		
Manufacturer and Current Software Version		
Confirm API/SDK Availability		
Provide IP Addresses		
Provide Data format		
Provide Data Frequency (Peak & average events & content)		
Provide Operational aspects (data latency, key fields/information, # inputs)		
Data path factors (bandwidth, NAT, latency, jitter)		
Additional VMS Interface Requirements		
▪ Number of Cameras connected to each VMS		
▪ VMS Archive and Archiver to Aware Client		

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	Customer Provided	Motorola Confirmed
- Provide GPS Coordinates for each camera		
Integration		
Customer's IP Network layout (Traffic segmentation, NAT required?, etc.)		
Active Directory and Email policies		
Customer's third party IP Network Connections (Schools, Fire, Traffic, etc.)		
Remote Access Policy/Procedures		
Who owns/maintains each Customer network/firewalls?		
Additional Information Required for Integration with CAD & ALPR Systems		
Data delivery latency rate		
Data interface type		
- Fileshare/Dump		
- Webservices		
- SOAP/REST		
- SQL Extraction		
Database IP Address, login credentials, DB Version		
Data volume (calls per service, peak event rates)		
Data Fields		
- CAD event Geolocation data availability		
- AVL/ARL data available?		
- Event Types		
- Icons		
- Others(?)		
Additional Information Required for Integration with Streaming Servers		
Mobile data terminal types:		
- Manufacturer		
- OS version		
- Wireless Access		
- VPN Connectivity to core?		
- Validate Data Ingestion (may require system expansion**)		

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1.1.5   Hardware Environment Requirements

CloudConnect Server

- One rack unit per CloudConnect server.

- Two circuits to distribute power to the server rack (dual power supplies).

- UPS (Uninterruptible Power Supply) at the site where the CloudConnect server and Aware workstations will be installed.

- Access to the Internet

Customer Provided Aware Workstation (Minimum requirements)

- **Processor**—Intel Xeon 6136 @3.0 GHz (12 cores).

- **Memory**—32 GB.

- **Drive**—One NVMe 512G SSD.

- **NIC**—1 Gb port NIC.

- **OS**—Windows 7 Professional or Windows 10 Pro.

- **Graphics Card**—NVIDIA Quadro P2000

Customer Provided Workstation Monitors (Minimum requirements)

- 27–inch Narrow Bezel IPS Display, 2560X1440.

1.1.6   Connectivity and Design Requirements

Motorola will work with the Customer's IT personnel to verify that connectivity meets requirements. Customer will provide the network components.

Network Physical Requirements

- Three (3) static IP addresses, corresponding subnet masks/default gateway, and available NTP and DNS IP to the CloudConnect Server.

- One (1) network port for each VMS server.

- One (1) network port for each VMS analytics appliance.

Network Bandwidth Requirements

- Provide network ports that are 1GB capable and network routable.

- Minimum bandwidth needed between the CloudConnect server and the CommandCentral Aware platform is 1.1 Mbps.

Low latency is critical for real–time operations. The speed with which data appears on the Aware display depends in large part on how quickly the information is presented to the Aware interface. Major contributors to the latency are network delays and the delay time from occurrence of an event to when that event information is presented to Aware from the source application (i.e., CAD, AVL, ALPR, etc.). Consequently, although the Aware strives to provide near–real–time performance, Motorola provides no guarantees as to the speed with which an event (or video stream) appears on Aware once the event is triggered.

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Aware Design Limitations

- A maximum of 3000 Icons viewed on the CommandCentral Aware client at one time, per instance.

- A maximum of 100 updates per second on the CommandCentral Aware client.

- A maximum 5000 radios per server.

Vigilant LPR Requirements

Bandwidth Requirements:

- 1 Gbps hardwire switched network between the Vigilant server and CloudConnect.

- Upload of ALPR data to the LEARN backoffice requires approximately 350 Kbps for each scan per second. Depending on maximum scan volume, the maximum bandwidth may need to be adjusted.

- The RTSP video feed from cameras requires a 1Gbps hardwire switched network device to allow for data communications exceeding four connected cameras.

Firewall Requirement:

- CommandCentral Aware Workstation needs access to the IP addresses of CloudConnect and Vigilant server. Access to Cloud platform endpoints.

- Ports that need to be open—TCP 80, TCP 443, TCP 3310 (or custom SQL Database Engine listening port that might have been configured for security reasons).

- The basic service requirements of the system through a firewalled environment consist of: HTTPS web based calls to a cloud back–office solution (LEARN) with S3 image storage. Typically, through a mobile broadband endpoint. A local IP listener for RTSP video stream is used from cameras with TCP communications.

- Ingress requirements (firewall traffic in): For Wireless Broadband we require TCP port 443 to communicate with the LEARN server backoffice to receive acknowledgement responses from the client. Camera Communications: TCP port 2000, 3000, 4000, 5000 (LAN/DSP).

- Egress requirements (firewall traffic out): For Wireless Broadband communications the ALPR client requires TCP port 443 to communicate with the LEARN server backoffice. The HTTPS protocol is primarily used to communicate over TLS 1.0, 1.1, or 1.2 with 128–bit encryption ciphers or better. This allows for the upload of ALPR data to the LEARN web services and request for data from the LEARN services and Google Maps.

1.1.7 ASTRO P25 Radio Requirements

The solution can be deployed

1.1.8 CJIS and Compliance

For U.S. based customers, the CommandCentral infrastructure runs in a CJIS compliant GovCloud. MSI operates CommandCentral according to requirements dictated by the CJIS Security Policy document. We periodically perform internal reviews to ensure that the

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operation of CommandCentral is in compliance for each of the thirteen policy areas established by the CJIS Security Policy.

All MSI employees who have administrative access to the CommandCentral system are required to complete CJIS Security and Awareness training and complete a fingerprint based background check. User activities are logged for auditing purposes.

All MSI CommandCentral SaaS offerings are deployed in Microsoft Azure). These cloud service providers (CSPs) provide an extremely secure infrastructure to build our applications on top of. All Azure customers benefit from a data center and network architecture built to meet the requirements of the most security-sensitive organizations.

When it comes to meeting compliance requirements, Azure provide their customers with an infrastructure which already complies with many assurance programs. Systems built on top of the cloud infrastructure of these CSPs will receive immediate benefit for compliance requirements that affect infrastructure, physical security, or other areas that CSP bears responsibility for.

1.1.9   CommandCentral Interfaces

Table 1-3 below provides a list of the specific interfaces included in our solution as well as a description of the user experience, an indication of data direction and the point of installation:

Data Direction:

- Outbound (O) = The Motorola system will send data to an external receiver.

- Inbound (I) = The Motorola system will receive data from an external source

- Bi-directional (B) = The Motorola system will send data to an external receiver and receive data from an external source

Motorola requires access to a non-production Customer environment (e.g. Test, Training, Staging) for the purposes of supporting interface development testing for Outbound interfaces to third party systems.

Motorola requires sample messages from the third party system for Inbound interfaces we can consume for the purposes of supporting interface development testing.

Installation Point:

- Client (C)

Motorola has included technical details (e.g. data elements, dependencies) as an attachment to this.

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Table 1-3: System Interfaces

Interface Name	Data Direction	Installation Point
Genetec Video Connector	I	C
Interface described in 1.1.9.1		
Aerial Suite Video Connector	I	C
Interface described in 1.1.9.2		

CommandCentral interfaces are dependent on the functionality made available to Motorola by Customer's third party system. Customer is responsible to provide connectivity to third Party system via the SDK, API, or other Motorola approved access. Customer is also responsible for providing access to third party systems such as support agreement support as this might be required to investigate, test and complete the system integration.

Genetec requires a specific license to be purchased (Part number is GSC-1SDK-Motorola-RTVI) to connect CommandCentral Aware and Genetec systems. The number of licenses required is two for CloudConnect server and one for each workstation viewing Genetec video. The customer will need to purchase these licenses and provide to Motorola.

1.1.9.1 Genetec Video Connector

The proposed CommandCentral Aware system will be integrated with the existing City Genetec Stratocast Video Management System providing KCPD's analysts full integration and functionality of all cameras in the field. KCPD's analysts will have the ability to access all live and recorded video from any CommandCentral Aware client workstation location for analysis and review. The VMS connector capabilities and supported features via the SDK are described below:

The Genetec Stratocast connector integrates video from the Genetec Stratocast video management system (VMS) to the CommandCentral (CC) Aware solution. The targeted video feed is displayed in response to user interaction and pre-defined scenarios based on a customizable rule set. Specific category of events such as CAD incidents, license plate reader (LPR) alarms, or other alert reporting system(s) integrated in the CC Aware solution can be configured to trigger display of video feeds automatically. Operators can control pan, tilt, zoom (PTZ) cameras and playback stored video using standard controls.

Key Features

Correlation Engine: Automatically associates related data together from disparate systems to get a comprehensive view of the incident or threat occurrence. Displays nearby video sources based on CAD incident, sensor alarms and provided third party data alerts.

Real-Time Video Streaming: Virtually patrol the community or immediately view the scene of an event in seconds by accessing up to 16 cameras simultaneously from video feeds via AGenetec Stratocast. Easily reference the video source, date, time and location as well as customize camera groups for quicker access to particular locations.

Device and Content Control: Users can operate PTZ capable cameras, as well as perform a 10 second review from buffer. Snapshot pictures and video clips can be captured, stored and shared for timely situational awareness. Users can create rule-sets to perform

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automated actions based on event types, helping to reduce the amount of steps necessary to support an incident effectively.

Camera Location: Can be directly read from Genetec Stratocast starting with version 5.5. The coordinates can be imported from the custom fields or from the geo-coordinate built into each of the video units added to the VMS.

Dependencies

- **Network**

  - Bandwidth recommended - 1 Gbps hardwire switched network between Genetec VMS and Aware Workstation.

  - Firewall requirement - Aware Workstation need access to the IP addresses and required ports** of CommandCentral Aware servers and VMS systems.

  - Firewall allows Genetec HardwareAnalyzer32 and Genetec.MediaComponent32 processes (automatically added by SDK installer).

  - Virtual Private Networks (VPN) - will need to be established between VMS or NVR in remote sites and the CommandCentral Aware solutions network.

- **Access**

  - Admin level account needed on the Genetec SC server to import the VMS infrastructure into CommandCentral Aware platform.

  - Only a single account needs to be provisioned for CommandCentral Aware integration.

- **Necessary Files**

  - Genetec Stratocast 5.5 SDK executable

  - GenetecCertificate.cert

- **Licenses**

  - Genetec SDK License has to be available on VMS for the CommandCentral Aware platform and additional for each Aware Workstation.

- **Limitations**

  - VMS Connector will not work when Network Address Translation (NAT) is used in the network path between the CommandCentral Aware platform and the VMS. Because protocols the SDK supports to stream real-time video does not work reliably with NAT.

  - Cohab of two different Genetec versions is not supported.

  - Genetec camera groups imported from VMS previously need to be deleted before re-importing new camera groups.

1.1.9.2   Aerial Suite Video Connector

The Aerial Suite Drone connector integrates video from the Aerial Suite Drone system into the CommandCentral (CC) Aware solution. The targeted video feed is displayed on the CommandCentral Aware application in response to user interaction and pre-defined

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scenarios based on a customizable rule set. Specific category of events such as CAD incidents, automatic license plate reader (LPR) alarms, or other alert reporting system(s) integrated in the CC Aware solution can be configured to trigger display of video feeds automatically. Operators can view live and recorded video using standard controls.

Requirements to be Delivered or Configured by the Customer

- **Network**

  – Bandwidth requirements – The customer should provide a minimum upload of speed of 10Mbps to the Aerial Suite Drone platform from the CommandCentral Aware application server and workstations.

  – Firewall requirement – Aware Workstation need access to the IP addresses of CommandCentral Aware servers and VMS systems.

  – Ports that need to be open – 80, 443 and Aerial Suite Drone specific network ports.

- **Access**

  – User level account needed on the Aerial Suite Drone server to import channel, stream live and recorded video and perform supported actions.

1.2 STATEMENT OF WORK

1.2.1 CommandCentral Portfolio

This Statement of Work ("SOW") defines the principal activities and responsibilities of all parties for the implementation of the CommandCentral and Camera's systems. When assigning responsibilities, the phrase "Motorola" includes our subcontractors and third-party partners.

Deviations and changes to this SOW are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract.

Motorola's PM will use the SOW to guide the deployment process and coordinate the activities of Motorola resources and teams. The project manager will also work closely with the Customer's project manager to clearly communicate the required deployment activities and schedule tasks involving Customer resources.

The scope of this project is limited to supplying the contracted equipment and software as described in the System Description and system integration and or subscription services as described in this SOW and contract agreements. Deviations and changes to this SOW after contract are subject to mutual agreement between Motorola and the Customer and will be addressed in accordance with the change order provision of the Contract.

1.2.1.1 Contract Administration and Project Initiation

After the contract is dually executed, the project is set up in the Motorola's information and management systems, project resources are assigned and Project Planning activities commence. Motorola and Customer will work to complete their respective responsibilities in

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accordance with the mutually agreed upon and executed project schedule. Any changes in the project schedule will be mutually agreed upon via change order in order to avert delay.

1.2.1.2   Completion and Acceptance Criteria

Motorola's work is considered complete upon Motorola completing the last task listed in a series of responsibilities or as specifically stated in Completion Criteria. Customer task completion will occur in a way that enables Motorola to complete its tasks without delay.

Customer will provide Motorola written notification that it does not accept the completion of a task or rejects a Motorola deliverable within five (5) business days of completion or receipt of a deliverable.

1.2.1.3   Project Planning and Pre–Implementation Review

A clear understanding of the needs and expectations of both Motorola and the Customer are critical to the successful implementation and on–going operation of CommandCentral. In order to establish initial expectations for system deployment and to raise immediate visibility to ongoing operation and maintenance requirements, we will work with you to help you understand the impact of introducing a new solution and your preparedness for the implementation and support of the CommandCentral system.

Shortly after contract signing, Motorola will conduct a one–on–one teleconference with your designated resource to review the task requirements of each phase of the project and help to identify areas of potential risk due to lack of resource availability, experience or skill.

The teleconference discussion will focus on the scope of implementation requirements, resource commitment requirements, cross–functional team involvement, a review of the required technical resource aptitudes and a validation of existing skills, and resource readiness in preparation for the Project Kickoff meeting.

Motorola Responsibilities

1. Make initial contact with the Customer Project Manager and schedule the Pre–Implementation Review teleconference.

2. Discuss the overall project deployment methodologies, inter–agency/inter–department decision considerations (as applicable), and third party engagement/considerations (as applicable).

3. Discuss Customer involvement in system provisioning and data gathering to understand scope and time commitment required.

4. Discuss the online Learning Management System (LMS) training approach.

5. Obtain mutual agreement of the Project Kickoff meeting agenda and objectives.

6. Discuss the CommandCentral Solution Discovery Requirements checklist and verify Customer has a copy of the checklist.

7. Coordinate enabling designated Customer administrator with access to the LMS and CommandCentral Admin Console.

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Customer Responsibilities

1. Provide Motorola with the names and contact information for the designated LMS and application administrators.

2. Collaborate with the Motorola PM and set the Project Kickoff meeting date.

1.2.1.4   Project Kickoff Meeting

The purpose of the project kickoff is to introduce project participants and review the overall scope of the project.

Motorola Responsibilities

1. Conduct a project kickoff meeting.

2. Validate key project team participants attend the meeting.

3. Introduce all project participants.

4. Review the roles of the project participants to identify communication flows and decision–making authority between project participants.

5. Review the overall project scope and objectives.

6. Review the resource and scheduling requirements.

7. Review the teams' interactions (meetings, reports, milestone acceptance) and Customer participation.

8. Request third- party API, SDKs, data schema and any internal and third- party documents necessary to establish interfaces with local and remote systems.

9. Verify Customer Administrator(s) have access to the LMS and CommandCentral Admin Console.

Customer Responsibilities

1. Validate key project team participants attend the meeting.

2. Introduce all project participants.

3. Review the roles of the project participants to identify communication flows and decision–making authority between project participants.

4. Provide VPN access to Motorola staff to facilitate delivery of services described in this Statement of Work.

5. Validate any necessary non–disclosure agreements, approvals, and other related issues are complete in time so as not to introduce delay in the project schedule. Data exchange development must adhere to third-party licensing agreements.

6. Provide all paperwork and/or forms (i.e. fingerprints, background checks, card keys and any other security requirement) required of Motorola resources to obtain access to each of the sites identified for this project.

7. Provide the contact information for the license administrator for the project. I.e. IT Manager, CAD Manager, and any other key contact information as part of this project.

8. Validate access to the LMS and CommandCentral Admin Console.

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9. Provide the information required in the CommandCentral Solution Discovery Requirements checklist.

1.2.2   Contract Design Review (CDR)

1.2.2.1   Contract Design Review

The objective is to review the contracted applications, project schedule, bill of materials, functional demonstration approach, test plan, and contractual obligations of each party.

Any changes to the contracted scope can be initiated via the change provision of the contract.

Motorola Responsibilities

1. Review the contract exhibits: System Description, Implementation Plan, Statement of Work and Project Schedule.

2. Review the technical, environmental and network requirements of the system.

3. Review the initial Project Schedule and incorporate Customer feedback resulting in the implementation project schedule. The project schedule will be maintained by Motorola and updated through mutual collaboration. Schedule updates that impact milestones will be addressed via the change provision of the contract.

4. Review the functional demonstration process for CommandCentral Solution and interfaces.

5. Request shipping address and receiver name.

6. Provide completed paperwork, provided to Motorola during project kickoff that enables Motorola resources to obtain site access.

7. Review the information in the Customer provide CommandCentral Solution Discovery Requirements checklist.

8. Grant Customer Administrator with access to CommandCentral Admin Console.

9. Grant Customer LMS Administrator with access to the LMS.

10. Generate a CDR Summary report documenting the discussions, outcomes and any required change orders.

Customer Responsibilities

1. Project Manager and key Customer assigned designees attend the meeting.

2. Provide network environment information as requested.

3. Providing shipping address and receiver name.

4. Provide locations and access to the existing data and video equipment that will be part of the CommandCentral system per contract.

Completion Criteria

The CDR is complete upon Customer receipt of the CDR Summary report.

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1.2.2.2 Interface Delivery Review

The objective of the interface delivery review is to discuss the user experience presented by each contracted interface, collect network information, API, and access credentials required to connect to third party systems, and document specific configuration parameters.

Motorola Responsibilities

1. Discuss the need for additional information such as third- party API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces.

2. Conduct reviews of the interface to explain how each function as well as any dependency on third-party API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces with local and remote systems.

3. Review the functional interface demonstration process.

4. Add interface related details to the CDR Summary report.

Customer Responsibilities

1. Provide all required third-party API and SDK licensing and documentation for Customer's existing systems such as CAD and Video Management Systems.

2. Make knowledgeable individuals available for the interface reviews.

3. As applicable, test any existing equipment and/or any third-party equipment with which Motorola equipment will interface to validate connectivity with the Motorola system.

4. Discuss information on third-party API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces with all local and remote systems and facilities within ten (10) days of the Project Kickoff Meeting so as not to impact the project schedule.

5. Establish network connectivity between the CloudConnect Virtual Machine and all third-party interface demarcations included as part of this project.

Completion Criteria

The interface delivery review is considered complete upon Motorola adding additional interface information to the CDR Summary report.

1.2.2.3 VMS Design Review

The objective of the VMS Design Review is to collect all information required to connect and configure the CommandCentral Solution / VMS solution.

Motorola Responsibilities

1. Identify camera installation locations, power source, backhaul connectivity, mounting and installation details, required permits, and other installation specifics.

2. Identify the specific inputs required from Customer for all VMS interfaces.

3. Add VMS interface details to the CDR Summary report.

Customer Responsibilities

1. Discuss information on third-party API, SDKs, data schema and any internal and third-party documents necessary to establish interfaces with all local and remote systems and

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facilities within ten (10) days of the Project Kickoff Meeting so as not to impact the project schedule.

2. Work with the owners of the new and existing data and video equipment to establish network connectivity (where applicable).

3. Gather data required to configure VMS connectors and provide information as CSV or in Excel spreadsheets.

4. For VMS interfaces that will be configured for each location where NVRs and cameras are installed, the Customer must provide all camera name, coordinates and IP mapping and the network plan in CSV or Excel files prior to Motorola commencing configuration of the VMS interfaces.

Completion Criteria

The CDR is complete upon Customer receipt of the CDR Summary Report.

1.2.3 Hardware/Software

1.2.3.1 Procure and Ship Equipment

Motorola Responsibilities

1. Procure contracted equipment in accordance with the equipment list.

2. Arrange for shipping to Customer location.

3. Notify Customer of equipment shipping specifics and ETA for arrival.

Customer Responsibilities

1. Provide and install all communications lines and network equipment and configuration that are not Motorola provided in accordance with the contracted equipment list and project schedule.

2. Provide software required for the support of interfaces that have not been contracted for through Motorola.

Completion Criteria

Equipment order is completed and ready to be shipped to Customer.

1.2.3.2 CloudConnect Configuration

Motorola Responsibilities

1. Remotely configure CloudConnect Virtual Machine.

2. Configure network connectivity and test connection to the CloudConnect Virtual Machine.

Customer Responsibilities

1. Provide remote access to the CloudConnect Virtual Machine.

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Completion Criteria

CloudConnect Virtual Machine configuration is complete.

1.2.4   Interfaces and Integration

The installation, configuration and demonstration of interfaces may be an iterative series of activities depending upon access to third-party systems. Interfaces will be installed and configured in accordance with the project schedule. Integrations of functionality between Motorola developed products will be completed through software installation and provisioning activities in accordance with the Project Schedule dates. Integration activities that have specific requirements will be completed as outlined in this SOW.

1.2.4.1   Interface Installation and Configuration

Installation and configuration of interfaces will be completed in accordance with the System Description. Connectivity will be established between the Motorola system and the external and/or third-party systems to which the contracted software will interface. Motorola will configure the system to support each contracted interface. The Customer is responsible for engaging third-party vendors if and as required to facilitate connectivity and testing of the interfaces.

Motorola Responsibilities

1. Establish connectivity to external and third-party systems.

2. Configure interfaces to support the functionality described in the System Description.

3. Demonstrate the interface usability in accordance with the Project Test Plan.

Customer Responsibilities

1. Act as liaison between Motorola and third-party vendors or systems as required to establish interface connectivity with the Motorola system.

2. Provide personnel proficient with and authorized to make changes to the network and third-party systems to support Motorola's interface installation efforts.

3. Provide network connectivity between CommandCentral Solution and the third-party systems for interface installation and configuration. Act as liaison between Motorola and third–party vendors or systems as required to establish connectivity with CommandCentral Solution.

Completion Criteria

Interface and integration tasks are considered complete upon demonstration of the functionality.

Unknown circumstances, requirements and anomalies at the time of initial design can present difficulties in interfacing CommandCentral Solution to some third-party applications. These difficulties could result in a poorly performing or even a non–functional interface. At such time that Motorola is provided with information and access to systems Motorola will be able to mitigate these difficulties. If Motorola mitigation requires additional third–party integration, application upgrades, API upgrades, and/or additional software licenses those costs will need to be addressed through the change provision of the contract.

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1.2.4.2   ASTRO 25 Location Integration

Motorola Responsibilities

1. Configure connection between CloudConnect Virtual Machine and the existing ASTRO 25 Intelligent Middleware (IMW) system.

2. Perform a remote IMW software upgrade (if required for compatible version).

3. Configure IMW location reporting parameters. The location reporting configuration will include location on PTT, location on Emergency, and location on demand.

4. Provision subscribers' software licenses as needed.

Customer Responsibilities

1. Provide IMW system

2. Programming the subscriber fleet to support the Location on PTT functionality.

1.2.4.3   CommandCentral Solution

Motorola Responsibilities

1. Installation and configuration of the connection to the Customer mapping system, (i.e. ESRI online, ESRI server, or static map layers).

2. Test mapping layers and links to validate CommandCentral Solution is accessing and utilizing Customer published GIS data.

Customer Responsibilities

1. Provide access to ESRI/GIS system and/or GIS personnel.

2. Provide published GIS map layers.

3. Work with Motorola staff to publish specific maps beneficial to the Customer analysts.

Completion Criteria

CommandCentral Solution Geospatial Mapping configuration is complete.

1.2.5   CommandCentral Provisioning

1.2.5.1   CommandCentral Solution

Motorola will discuss industry best practices, current operations environment and subsystem integration in order to determine the optimal configuration for CommandCentral Solution.

Motorola Responsibilities

1. Using the CommandCentral Admin Console, provision users, groups, rules and based off Customer Active Directory data.

Customer Responsibilities

1. Supply the access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral Solution provisioning.

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2. Respond to Motorola inquiries regarding users/groups/agency mapping to CommandCentral Solution functionality.

Completion Criteria

CommandCentral Solution provisioning is complete upon Motorola completing provisioning activities.

1.2.6   CommandCentral Online Training

CommandCentral training is made available to you via Motorola Solutions Software Enterprise Learning Management System (LMS). This subscription service provides you with continual access to our library of on–line learning content and allows your users the benefit of learning at times convenient to them. Content is added and updated on a regular basis to keep information current. All Motorola tasks are completed remotely and enable the Customer to engage in training when convenient to the user.

LMS Administrators are able to add/modify users, run reports, and add/modify groups within the panorama.

Motorola Responsibilities

1. Initial set up of Panorama* and addition of administrators.

2. Provide instruction to Customer LMS Administrators on:

    A. Adding and maintaining users

    B. Adding and maintaining Groups**

    C. Assign courses and Learning Paths***

    D. Running reports.

Customer Responsibilities

1. Provide Motorola with names (first and last) and emails of Customer LMS administrators.

2. Provide access to learningservices.motorolasolutions.com.

3. Complete LMS Administrator training.

4. Advise users of the availability of the LMS.

5. Add/modify users, run reports and add/modify groups.

Completion Criteria

Work is considered complete upon conclusion of Motorola provided LMS Administrator instruction.

> *Panorama—A panorama is an individual instance of the Learning Management System that provides autonomy to the agency utilizing.
>
> **Groups—A more granular segmentation of the LMS that are generally utilized to separate learners of like function (i.e. dispatchers, call takers, patrol, and firefighters). These may also be referred to as clients within the LMS.
>
> ***Learning Path—A collection of courses that follow a logical order, may or may not enforce linear progress.

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1.2.7 CommandCentral Professional Consulting Services

Professional Consulting Services provide the Customer an opportunity to utilize Motorola subject matter experts as needed to address operational concerns: impromptu training, process re-engineering or one on one personalized support.

Motorola Responsibilities

1. Conduct a discovery teleconference with Customer's PM to understand the Customer needs prior to scheduling on-site service.

2. Provide Customer with a summary of the needs discussed during the teleconference that serve as the focus for the on-site service delivery.

3. Upon agreement of the focus of on-site service, schedule a mutually agreeable date for delivery of on-site service.

4. Provide four days total spread across two trips of on-site service Monday through Friday, 8:00 am to 5:00 pm Customer time.

5. Provide Customer with a summary report of the activities completed as part of on-site service delivery.

Customer Responsibilities

1. Participate in the discovery teleconference and agree to objectives.

2. Schedule a mutually agreeable date for delivery of on-site service.

3. Coordinate availability of people or resources required for Motorola to fulfill the focus of on-site service.

Completion Criteria

Work is considered complete upon Motorola providing Customer with the summary report.

1.2.8 Functional Demonstration

The objective of functional demonstration is to validate Customer access to the CommandCentral features and functions and system integration via configured interfaces (as applicable).

Motorola Responsibilities

1. Update functional demonstration script.

2. Provide script to Customer for review and acknowledgement.

3. Conduct functional demonstration.

4. Correct any configuration issues impacting access to cloud based features; i.e. map display, location updates, video display and/or interface and integrations.

5. Create a summary report documenting the activities of the functional demonstration and any corrective actions taken by Customer or Motorola during the demonstration.

6. Provide Customer instruction on using the Customer Feedback Tool for feature/enhancement requests.

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Customer Responsibilities

1. Review and agree to the scope of the demonstration script.

2. Witness the functional demonstration and acknowledge its completion.

3. Resolve any provisioning impacting the functional demonstration.

4. Provide Motorola with any requests for feature enhancements.

Completion Criteria

Conclusion of the functional demonstration.

1.2.9 Completion Milestone

Following the conclusion of delivery of the functional demonstration the project is considered complete and the completion milestone will be recognized.

1.2.10 Transition to Support

Following the completion of the functional demonstration Customer may commence using CommandCentral Solution for all purposes including productive use. Motorola and Customer will schedule a mutually agreeable time to transitions Customers on–going support to Motorola Support organization. The transition of to the Motorola's Support organization completes the implementation activities.

Motorola Responsibilities

1. Provide Customer with Motorola Support engagement process and contact information.

2. Gather contact information for Customer users authorized to engage Motorola Support.

3. Schedule and facilitate the handover call between Customer and Motorola Support organization.

4. Complete the System Configuration Workbook and provide to Motorola Support as part of the handover.

Customer Responsibilities

1. Provide Motorola with specific contact information for those users authorized to engage Motorola Support.

2. Participate in the handover call and familiarize themselves with the terms and conditions of support.

3. Engage the Motorola Support organization as needed.

Completion Criteria

Conclusion of the handover to support.

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SECTION 2

AERIAL SUITE

2.1   SOLUTION DESCRIPTION – STATEMENT OF WORK

Motorola Solutions' Aerial Suite equips your agency's teams with drones operations platform capable of streaming real-time video to personnel in the field and command center, allowing them to safely observe and better understand public safety incidents. This easily scalable suite includes the following control and video viewing software applications:

- Aerial Command - A web-based command center client that authorized users can use to manage the Aerial System, view real-time video, and teleoperate drones.
- Aerial Pilot - A tablet app that, along with a remote controller, allows Part-107 trained pilots to initialize a flight session and teleoperate a drone. Pilots can invite participants without Part-107 certification to flight sessions so they can request changes to a drone's position.
- Aerial Watch - A mobile device app that personnel in the field or command center can use to view live, secure video streams from a drone.
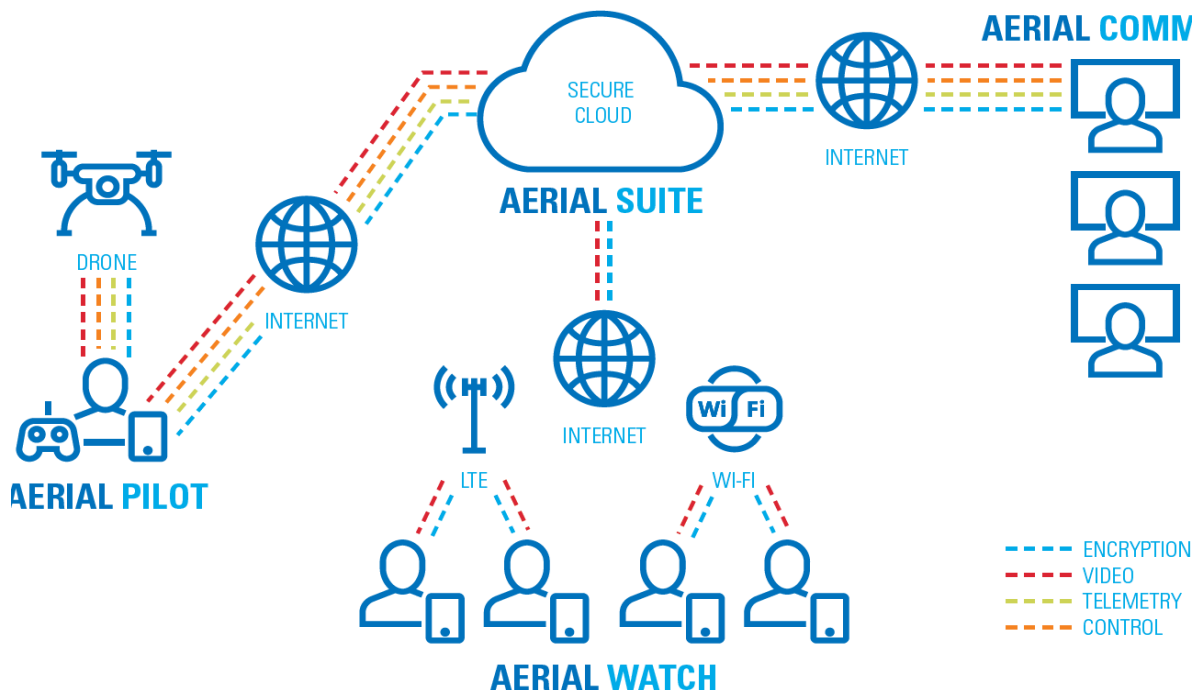
Figure 2-1: Aerial Suite Architecture

Drones improve team and community safety, responding to incidents three times as quickly as personnel on the ground and streaming video to field and command staff. By deploying a drone to the scene of an emergency first, operators can gather intelligence and better prepare teams for the situation when they arrive. Drones avoid obstacles like road traffic and walls, reducing their travel time to an incident and making it easier to track any suspects fleeing the area. Teams responding to an emergency can focus on their primary tasks, while

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remote operators use their drone to provide situation updates and warnings about any threats not visible from the ground.

Experts and individuals with case-relevant knowledge can help first responders resolve an emergency without the risk of being on site. Using a secure internet connection, they can view live video of a situation and request changes to a drone's position, remotely contributing specialized knowledge to the team's response and identifying specific intelligence items.

A combination of hardware and software features ensure Aerial Suite drones operate safely around personnel and bystanders by preventing collisions with obstacles or the ground and by protecting against cyberattacks. Operators can use geofencing and designate nearby obstacles to govern where their drone can fly and to avoid accidental collisions. When a drone's battery is low or it cannot connect to its controller, its fail-safe features will automatically trigger and safely fly it back to its base of operations. Connections between a drone and Aerial Suite apps are secured with encryption, preventing unauthorized individuals from accessing video or controlling a drone.

Aerial Suite has the following tiers:

- Advanced Tier: Full Features of the platform including Aerial Telepresence that works with larger drones capable of DFR (Drones as a First Responder) operations. One Advanced Tier includes the license for a primary drone and a backup drone.

- Professional Tier: Full Features of the platform but without Aerial Telepresence. Live-streaming is included. This tier works with smaller, tactical drones. The 10 pack license includes any number of drones with teleoperations included.

- Fleet Management: This includes Fleet Management integration with AirData. This is priced on a pre-drone basis. Training drones are included at no cost.

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SECTION 3

PRICING

Motorola pricing is based on a complete system solution. The addition or deletion of any component(s) may subject the total system price to modifications.

3.1 PRICE QUOTE

Description	QTY	Unit Price	Annual Subscription License Fee	Number of Years	Total List Price (3 Years)
CommandCentral Aware Software Subscription					
Aware Mid Video Tier - Enterprise (Agency) (1)	1	$25,714	$25,714	3	$77,142
Aware Mid Video Tier - Per Named User (5)	5	$613	$3,065	3	$9,195
Aerial Suite Software Subscription					
AERIAL STE SW SUBR ADV TIER	4	$18,000	$72,000	3	$216,000
AERIAL STE SW SUBR PRO TIER	10	$3,588	$35,880	3	$107,640
AERIAL STE FLEET MGMT	18	$240	$4,320	3	$12,960
Annual Software Subscription Fees			**$140,979**		
CommandCentral Aware Server & Interfaces					
Cloud Anchor Server	1	$6,090		3	$6,090
Interfaces: Motorola Solutions PremierOne, Vigilant ALPR & Aerial Suite	1	$0.00		3	$0.00
Interface: Genetec third party (*Annual Maintenance Fee)	1	$6,500	$6,500*	3	$19,500
Professional Services					
Interface Engineering	1	$15,411		Upfront	$15,411
System Engineering	1	$50,229		Upfront	$50,229
Project Management	1	$24,313		Upfront	$24,313
Professional Consulting Services	1	$13,458		Upfront	$13,458
SUBTOTAL					**$551,938**
Customer Loyalty Discount					**($330,887)**
TOTAL					**$221,051**

**After Year 3, Chula Vista Police Department will receive a 40% discount off the Annual Software Subscription Fee List Price.

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3.2 PRICE SUMMARY

Payments Milestones	Yearly List Price	Net Payment Terms
Year 1	$142,749	Net 30 days from Contract Execution
Year 2	$39,151	Each Anniversary of Contract Execution
Year 3	$39,151	Each Anniversary of Contract Execution
Grand Total	**$221,051**	

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SECTION 4

CONTRACTUAL DOCUMENTATION

Motorola Solutions' proposal is subject to the clarifications and exceptions set forth herein, as well as the enclosed Subscription Services Agreement (SSA), together with all attachments thereto or, in the alternative, a negotiated version thereof.

The Subscription Services Agreement (SSA), together with all attachments are contained in the following pages.

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Contractual Documentation   4-1

SUBSCRIPTION SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and _____ ("Customer") enter into this Subscription Services Agreement ("Agreement") pursuant to which Customer will purchase and Motorola will sell a subscription to access the subscription services described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties."

The terms of the Agreement, including addendums, exhibits, and attachments combined with the terms of any applicable Incorporated Documents will govern the products and services offered pursuant to this Agreement. To the extent there is a conflict between the terms and conditions of the Agreement and the terms and conditions of the applicable Incorporated Documents, the Incorporated Documents take precedence.

1.   DEFINITIONS

Capitalized terms used in this Agreement have the meanings set forth below. Any reference to the purchase or sale of software or other Intellectual Property shall mean the sale or purchase of a license or sublicense to use such software or Intellectual Property in accordance with this Agreement.

"Administrator" means Customer's designated system administrator who receives administrative logins for the Subscription Services and issues access rights to Customer's Users.

"Anonymized" means having been stripped of any personal or correlating information revealing original source or uniquely identifying a person or entity.

"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.

"Customer Data" means Native Data provided by Customer to Motorola hereunder to be processed and used in connection with the Subscription Services. Customer Data does not include data provided by third parties and passed on to Motorola.

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

 "Documentation" means the technical materials provided by Motorola to Customer in hard copy or electronic form describing the use and operation of the Solution and Software, including any technical manuals, but excluding any sales, advertising or marketing materials or proposals.

"Effective Date" means the date of the last signature on this Agreement, unless access to the Subscription Service occurs later, in which case, the Effective Date will be the date when Customer first has access to the Subscription Services.

"**Feedback**" means comments or information, in oral or written form, given to Motorola by Customer, in connection with or relating to the Solution and Subscription Services.

"**Force Majeure**" which means an event, circumstance, or act that is beyond a Party's reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

"**Licensed Product**" means 1) Software, whether hosted or installed at Customer's site, 2) Documentation; 3) associated user interfaces; 4) help resources; and 5) any related technology or other services made available by the Solution.

"**Native Data**" means data that is created solely by Customer or its agents.

"**Proprietary Rights**" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights.

"**Software**" means the Motorola owned or licensed off the shelf software programs delivered as part of the Licensed Products used to provide the Subscription Services, including all bug fixes, updates and upgrades.

"**Solution**" means collectively, the Software, servers and any other hardware or equipment operated by Motorola and used in conjunction with the Subscription Services.

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

"**Statement of Work**" If included, the Statement of Work ("SOW") describes the Subscription Services, Deliverables (if any), Licensed Products and Solution that Motorola will provide to Customer under this Agreement, and the other work-related responsibilities that the parties owe to each other. The Statement of Work may contain a performance schedule.

"**Subscription Services**" means those subscription services to be provided by Motorola to Customer under this Agreement, the nature and scope of which are more fully described in the Documentation, proposal, SOW, or other Solution materials provided by Motorola, as applicable.
"**Users**" means Customer's authorized employees or other individuals authorized to utilize the Subscription Services on behalf of Customer and who will be provided access to the Subscription Services by virtue of a password or equivalent security mechanism implemented by Customer.

2.   SCOPE

2.1   **Subscription Services.** Motorola will provide to Customer the Subscription Services and Deliverables (if any). As part of the Subscription Services, Motorola will allow Customer to use the Solution described in the Statement of Work, Documentation, proposal, or other Solution materials provided by Motorola ("Incorporated Document(s)"), as applicable. Some Subscription Services will also be subject to additional terms unique to that specific Subscription Service. Such additional terms will be set forth in an Addendum. In the event of a conflict between an Addendum and the body of the Agreement, the Addendum will govern resolution of the conflict. Motorola and Customer will perform their respective responsibilities as described in this Agreement and any applicable Incorporated Documents.

2.2   **Changes.** Customer may request changes to the Subscription Services. If Motorola agrees to a requested change, the change must be confirmed in writing and signed by authorized representatives of both parties. A reasonable price adjustment will be made if any change affects the time of performance or the cost to perform the changes to the Subscription Services.

2.3   **Non-solicitation.** During the term of this Agreement and for twelve (12) months thereafter, Customer will not actively solicit the employment of any Motorola personnel who is involved directly with providing any of the Services.

3.   TERM

3.1   **Term.** Unless a different Term is set forth in an applicable Addendum or the Incorporated Documents, the Term of this Agreement begins on the Effective Date and continues for thirty-six (36) months. The Parties may renew the Agreement in twelve month increments, unless either Party notifies the other of its intention to not renew the Agreement (in whole or part) at least thirty (30) days before the end of the Term or until termination by either Party in accordance with the Termination section of this Agreement. Renewals will be available to Customer at 40% discount of the then current list price of the Subscription Services subject to Customer's continue participation in the lighthouse ("Lighthouse") partnership.

3.2   **Reserved.**

3.3   **Renewals.** The terms and conditions of the Agreement and will govern any renewal periods.

4.   CUSTOMER OBLIGATIONS

Customer will fulfill all of its obligations in this Agreement, including applicable addendums and Incorporated Documents in a timely and accurate manner. Failure to do so may prevent Motorola from performing its responsibilities.

4.1   **Access.** To enable Motorola to perform the Subscription Services, Customer will provide to Motorola reasonable access to relevant Customer information, personnel, systems, and office space when Motorola's employees are working on Customer's premises, and other general assistance. Further, if any equipment is installed or stored at Customer's location in order to provide the Subscription Services, Customer will provide, at no charge, a non-hazardous environment with adequate shelter, heat, light, power, security, and full and free access to the equipment.

4.2   **Customer Information.** If the Documentation, Statement of Work, proposal, or other related documents contain assumptions that affect the Subscription Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Subscription Services or Deliverables will be accurate and complete in all material respects.   Customer will make timely decisions and obtain any required management and third party approvals or consents that are reasonably necessary for Motorola to perform the Subscription Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.3   **Risk of Loss.** If any portion of the Solution resides on Customer premises or is under Customer's control in any way, Customer shall at all times exercise reasonable care in using and maintaining the Solution in

accordance with Motorola's instructions for proper use and care. Risk of loss to any equipment in Customer's possession will reside with Customer until removed by Motorola or its agent or returned by Customer. Customer will be responsible for replacement costs of lost or damaged equipment, normal wear and tear excluded.

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

4.5 **Enable Users.** Customer will properly enable its Users to use the Subscription Services, including providing instructions for use, labeling, required notices, and accommodation pursuant to applicable laws, rules, and regulations. Unless otherwise agreed in the Incorporated Documents, Customer will train its Users on proper operation of the Solution and Licensed Products. Customer agrees to require Users to acknowledge and accept the limitations and conditions of use of the Licensed Products in this Agreement prior to allowing Users to access or use Subscription Services.

4.6 **Non-preclusion.** If, as a result of the Subscription Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a competitive opportunity or otherwise offering or selling the recommended products or other services to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

5. Subscription Fees

5.1 **Recurring Fees.** Unless stated differently in an applicable addendum, Incorporated Documents or otherwise arranged in writing with Motorola, Subscription Services will be provided in exchange for annual pre-paid Subscription Fees. Motorola will submit an invoice for the first year of subscription fees on the Effective Date. On each anniversary of the Effective Date, Motorola will issue an invoice for the annual subscription fees for the following year.

5.1.1 **No Purchase Order Requirement.** For a Subscription Services Term exceeding one year, Customer affirms that a purchase order or notice to proceed is not required for Motorola to proceed with the entire scope of work described in the Incorporated Documents for subsequent years, including but not limited to multi-year subscription agreements.

5.2 **Start Up Fees.** Start up fees apply to certain Subscription Services. If the Subscription Service includes start up fees, Motorola will submit an invoice for the start up fees on the Effective Date.

5.3 **Fee Change.** Motorola reserves the right to change the subscription fees at the end of each Subscription Services Term. Except for any payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Motorola reserves the right to terminate Service for non-payment of fees.

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

5.5 **Taxes.** The Subscription Fees and start up fees do 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 those taxes, it will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Motorola will be solely responsible for reporting taxes on its income or net worth.

6. ACCEPTANCE; SCHEDULE; FORCE MAJEURE

6.1 **Acceptance.** The Licensed Products will be deemed accepted upon the delivery of usernames and passwords or other validation mechanism to Customer. If usernames and passwords have been issued to Customer prior to the Effective Date, the Licensed Products will be deemed accepted on the Effective Date.

6.2 **Schedule.** All Subscription Services will be performed in accordance with the performance schedule included in the Statement of Work, or if there is no performance schedule, within a commercially reasonable time period.

6.3 **Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. Each Party will notify the other in writing if it becomes aware of any Force Majeure that will significantly delay performance. The notifying Party will give the notice promptly (but in no event later than fifteen (15) days) after it discovers the Force Majeure.

7. LIMITED LICENSE

7.1 **Licensed Products.** Use of the Licensed Products by Customer and its Users is strictly limited to use in connection with the Solution or Subscription Services during the Term. Customer and Users will refrain from, and will require others to refrain from, doing any of the following with regard to the Software in the Solution: (i) directly or indirectly, by electronic or other means, copy, modify, or translate the Software; (ii) directly or indirectly, by electronic or other means, reproduce, reverse engineer, distribute, sell, publish, commercially exploit, rent, lease, sublicense, assign or otherwise transfer or make available the Licensed Products or any part thereof to any third party, or otherwise disseminate the Licensed Product in any manner; (iii) directly or indirectly, by electronic or other means, modify, decompile, or disassemble the Software or part thereof, or attempt to derive source code from the Software; or (iv) remove any proprietary notices, labels, or marks on the Software or any part of the Licensed Products. Motorola Solutions reserves all rights to the Software and other Licensed Products not expressly granted herein, including without limitation, all right, title and interest in any improvements or derivatives conceived of or made by Motorola that are based, either in whole or in part, on knowledge gained from Customer Data. Customer agrees to abide by the copyright laws of the United States and all other relevant jurisdictions, including without limitation, the copyright laws where Customer uses the Solution. Customer agrees to immediately cease using the Solution if it fails to comply with this paragraph or any other part of this Agreement. If Software is subject to a click wrap, end user license agreement or is otherwise packaged with or subject to a separate end user license, such license will apply to the use of Software and Licensed Product.

7.2 **Proprietary Rights.** Regardless of any contrary provision in the Agreement, Motorola or its third party providers own and retain all of their respective Proprietary Rights in the Software, Solution, and Licensed Product. Nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing Subscription Services to Customer remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. No custom development work is to be performed under this Agreement.

8. DATA AND FEEDBACK

8.1 **Solution Data.** To the extent permitted by law, Motorola, its vendors and licensors are the exclusive owners of all right, title, and interest, in and to the Solution Data, including all intellectual property rights therein. Motorola grants Customer a personal, royalty-free, non-exclusive license to: (i) access, view, use, copy, and store the Solution Data for its internal business purposes and, (ii) when specifically permitted by the applicable Statement of Work, publish Solution Data on its websites for viewing by the public.

8.2 **Customer Data.** To the extent permitted by law, Customer retains ownership of Customer Data. Customer grants Motorola and its subcontractors a personal, royalty-free, non-exclusive license to use, host,

cache, store, reproduce, copy, modify combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data for the purpose of providing the Subscription Services to Customer, other Motorola Customers and end users, including without limitation, the right to use Customer Data for the purpose of developing new or enhanced solutions. In addition to the rights listed above, Customer grants Motorola a license to sell an Anonymized version of Customer Data for any purpose.

8.3   **Feedback.** Any Feedback given by Customer is entirely voluntary and, even if designated as confidential, will create no confidentiality obligation for Motorola. Motorola is free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvement to the Licensed Product or Subscription Service conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Licensed Product or Subscription Service will vest solely in Motorola.

9   WARRANTY

9.1   **"AS IS".** THE SOLUTION AND SUBSCRIPTION SERVICES ARE PROVIDED "AS IS". MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

9.2   **Availability and Accuracy.** Customer acknowledges that functionality of the Solution as well as availability and accuracy of Solution Data is dependent on many elements beyond Motorola's control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola does not guarantee availability or accuracy of data, or any minimum level of coverage or connectivity. Interruption or interference with the Subscription Services or Solution may periodically occur. Customer agrees not to represent to any third party that Motorola has provided such guarantee.

9.3   **Equipment Sale.** Warranty for any equipment sold pursuant to this Agreement will be set forth in Equipment Purchase Addendum.

10.   DISCLAIMERS

10.1   **Existing Equipment and Software.** If Customer's existing equipment and software is critical to operation and use of the Subscription Services, Customer is solely responsible for supporting and maintaining Customer's existing equipment and software. Connection to or interface with Customer's existing equipment and software may be required to receive Subscription Services. Any failures or deficiencies of Customer's existing equipment and software may impact the functionality of the Solution and the Subscription Services to be delivered. Any vulnerabilities or inefficiencies in Customer's system may also impact the Solution and associated Subscription Services.

10.2   **Privacy**. Customer bears sole responsibility for compliance with any laws and regulations regarding tracking; location based services; gathering, storing, processing, transmitting, using or misusing; or otherwise handling personally identifiable information ("PII"), including information about Users of the Solution or citizens in the general public. Further, it is Customer's sole responsibility to comply with any laws or regulations prescribing the measures to be taken in the event of breach of privacy or accidental disclosure of any PII. Enacting and enforcing any internal privacy policies for the protection of PII, including individual disclosure and consent mechanisms, limitations on use of the information, and commitments with respect to the storage, use, deletion and processing of PII in a manner that complies with applicable laws and regulations will be Customer's sole

responsibility. Motorola will not evaluate the sufficiency of such policies and disclaims any responsibility or liability for privacy practices implemented by Customer, or lack thereof. Customer acknowledges and agrees that Subscription Services and the Solution are not designed to ensure individual privacy. Customer will inform Users that the Solution may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.3   **Social Media**. If Customer purchases Subscription Services that utilize social media, Customer acknowledges and agrees that such Subscription Services are not designed to ensure individual privacy. In such case, Customer will inform Users that the Solution and Subscription Services may enable visibility to PII, as well as physical location of individuals. Further, if the Solution or Subscription Services are available to the general public pursuant to this Agreement, Customer will provide the appropriate privacy notification. Neither Motorola nor Customer can provide any assurance of individual privacy in connection with the Solution or Subscription Services utilizing social media. Further, Customer is solely responsible for determining whether and how to use data gathered from social media sources for the purpose of criminal investigations or prosecution. Customer will hold Motorola harmless from any and all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for causes of action for damages related to tracking, location based services, breach of privacy, and the use or misuse of PII provided that Motorola gives Customer prompt, written notice of any such claim or suit. Motorola shall cooperate with Customer in its defense or settlement of such claim or suit.

10.4   **Misuse.** Motorola reserves the right to discontinue service at any time without notice to Users that misuse the Service, jeopardize the Licensed Product or public safety in any way.

11.   LIMITATION OF LIABILITY

11.1   **Liability Limit.** 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 Subscription Services provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOODWILL, 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 THE SUBSCRIPTION SERVICES BY MOTOROLA. This limitation of liability provision survives the expiration or termination of this 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.

11.2   **Additional Disclaimers.** MOTOROLA DISCLAIMS ANY AND ALL LIABILITY FOR ANY AND ALL LOSS OR COSTS OF ANY KIND ASSOCIATED WITH 1) THE INTERRUPTION, INTERFERENCE OR FAILURE OF CONNECTIVITY, VULNERABILITIES OR SECURITY EVENTS, WHETHER OR NOT THEY ARE DISCOVERED BY MOTOROLA; 2) PERFORMANCE OF CUSTOMER'S EXISTING EQUIPMENT AND SOFTWARE OR ACCURACY OF CUSTOMER DATA; 3) IF ANY PORTION OF THE SOLUTION OR LICENSED PRODUCT RESIDES ON CUSTOMER'S PREMISES, DISRUPTIONS OF AND/OR DAMAGE TO CUSTOMER'S OR A THIRD PARTY'S INFORMATION SYSTEMS, EQUIPMENT, AND THE INFORMATION AND DATA, INCLUDING, BUT NOT LIMITED TO, DENIAL OF ACCESS TO A LEGITIMATE SYSTEM USER, AUTOMATIC SHUTDOWN OF INFORMATION SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE, OR

FAILURE OF THE INFORMATION SYSTEM RESULTING FROM THE PROVISION OR DELIVERY OF THE SERVICE; 4) AVAILABILITY OR ACCURACY OF SOLUTION DATA; 5) INTERPRETATION, USE OR MISUSE IN ANY WAY OF SOLUTION DATA; 6) IMPLEMENTATION OF RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE SUBSCRIPTION SERVICES; 7) TRACKING, AND LOCATION BASED SERVICES, BREACH OF PRIVACY, AND THE USE OR MISUSE OF PERSONALLY IDENTIFIABLE INFORMATION.

11.3   **Essential term.** The parties acknowledge that the prices have been set and the Agreement entered into in reliance upon these limitations of liability and that all such limitations form an essential basis of the bargain between the parties.

12   DEFAULT AND TERMINATION

12.1   **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, 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.

12.2   **Failure To Cure.** If a defaulting Party fails to cure the default as provided above in Section 12.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of a termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and procures the Subscription Services through a third party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to procure the Services (but not additional or out of scope services) less the unpaid portion of the Contract Price. Customer agrees to mitigate damages and provide Motorola with detailed invoices substantiating the charges.

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

12.4   **Cancellation Fee.** If an Initial Minimum Term applies and Customer terminates prior to the end of the Initial Minimum Term, Customer will be required to pay a cancellation fee of up to fifty percent (50%) of the remaining balance of subscription fees for the Initial Minimum Term.

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

12.6   **Return Confidential Information.** Upon termination or expiration of the Agreement, Customer will return or certify the destruction of all Confidential Information and Solution Data.

12.7   **Connection Terminated.** Certain Subscription Services require a connection to Customer systems to access Customer Data (e.g. predictive or analytic services). Upon termination, connection to relevant data sources will be disconnected and Motorola will no longer extract any Customer Data.

12.8   **Equipment Return.** Any equipment provided by Motorola for use with the Subscription Services, must be returned within thirty (30) days of the date of termination, at Customer's expense. If equipment is not returned

within this time frame, Motorola reserves the right to invoice the Customer for the purchase price of the unreturned equipment.

12.9   **Five Year Term.** Motorola provides equipment for use in connection with certain Subscription Services. Upon expiration and non-renewal of a five (5) year subscription Term, Title to the equipment will automatically transfer to Customer upon the subscription expiration date.

13.   DISPUTES

13.1.   **Settlement.** The parties will attempt to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers of the parties, if necessary. If cooperative efforts fail, the dispute will be mediated by a mediator chosen jointly by the parties within thirty (30) days after notice by one of the parties demanding non-binding mediation. The parties will not unreasonably withhold consent to the selection of a mediator, will share the cost of the mediation equally, may agree to postpone mediation until they have completed some specified but limited discovery about the dispute, and may replace mediation with some other form of non-binding alternative dispute resolution ("ADR").

13.2   **Litigation.** A Party may submit to a court of competent jurisdiction any claim relating to intellectual property, breach of confidentiality, or any dispute that cannot be resolved between the parties through negotiation or mediation within two (2) months after the date of the initial demand for non-binding mediation. Each Party consents to jurisdiction over it by that court. The use of ADR procedures will not be considered under the doctrine of laches, waiver, or estoppel to affect adversely the rights of either Party. Either Party may resort to the judicial proceedings described in this section before the expiration of the two-month ADR period if good faith efforts to resolve the dispute under these procedures have been unsuccessful; or interim relief from the court is necessary to prevent serious and irreparable injury to the Party.

14.   SECURITY

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

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

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

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

15. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS

15.1.   CONFIDENTIAL INFORMATION.

15.1.1. **Treatment of Confidential Information.** During the term of this Agreement, the parties may provide each other with Confidential Information. Licensed Products, and all Deliverables will be deemed to be Motorola's 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 those 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 or pursuant to the license granted immediately below.

15.1.2. **Ownership of Confidential Information.** The disclosing Party owns and retains all of its Proprietary Rights in and to its Confidential Information, except the disclosing Party hereby grants to the receiving Party the limited right and license, on a non-exclusive, irrevocable, and royalty-free basis, to use the Confidential Information for any lawful, internal business purpose in the manner and to the extent permitted by this Agreement.

15.2.   PRESERVATION OF PROPRIETARY RIGHTS.

15.2.1 **Proprietary Solution.** Customer acknowledges that the Licensed Products and any associated Documentation, data, and methodologies used in providing the Subscription Services are proprietary to Motorola or its third party licensors and contain valuable trade secrets. In accordance with this Agreement, Customer and its employees shall treat the Solution and all Proprietary Rights as Confidential Information and will maintain the strictest confidence.

15.2.2. **Ownership.** Each Party owns and retains all of its Proprietary Rights that exist on the Effective Date. Motorola owns and retains all Proprietary Rights that are developed, originated, or prepared in connection with providing the Deliverables or the Subscription Services to Customer, and this Agreement does not grant to Customer any shared development rights. At Motorola's request and expense, Customer will execute all papers and provide reasonable assistance to Motorola to enable Motorola to establish the Proprietary Rights. Unless otherwise explicitly stated herein, this Agreement does not restrict a Party concerning its own Proprietary Rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a Party's Proprietary Rights to the other Party.

15.3   **Remedies.** Because Licensed Products contain valuable trade secrets and proprietary information of Motorola, its vendors and licensors, Customer acknowledges and agrees that any actual or threatened breach of this Section will constitute immediate, irreparable harm to Motorola for which monetary damages would be an inadequate remedy, and that injunctive relief is an appropriate remedy for such breach. Notwithstanding anything in this Agreement to the contrary, Motorola reserves the right to obtain injunctive relief and any other appropriate remedies from any court of competent jurisdiction in connection with any actual, alleged, or suspected breach of Section 3, infringement, misappropriation or violation of Motorola's Property Rights, or the unauthorized use of Motorola's Confidential Information. Any such action or proceeding may be brought in any court of competent jurisdiction. Except as otherwise expressly provided in this Agreement, the parties' rights and remedies under this Agreement are cumulative.

16. GENERAL

16.1 **Future Regulatory Requirements.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Subscription Services and use of the Solution may change. Changes to existing Subscription Services or Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the Fees for services.

16.2 **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. Further, Customer will comply with all applicable export and import control laws and regulations in its use of the Licensed Products and Subscription Services. In particular, Customer will not export or re-export the Licensed Products without Motorola's' prior written consent, and, if such consent is granted, without Customer first obtaining all required United States and foreign government licenses. Customer further agrees to comply with all applicable laws and regulations in providing the Customer Data to Motorola, and Customer warrants and represents to Motorola that Customer has all rights necessary to provide such Customer Data to Motorola for the uses as contemplated hereunder. Customer shall obtain at its expense all necessary licenses, permits and regulatory approvals required by any and all governmental authorities as may from time to time be required in connection with its activities related to this Agreement. To the extent permitted by applicable law, Customer will defend, indemnify, and hold harmless Motorola from and against any violation of such laws or regulations by Customer or any of its agents, officers, directors, or employees.

16.3 **Audit.** Motorola reserves the right to monitor and audit use of the Subscription Services. Customer will cooperate and will require Users to cooperate with such monitoring or audit.

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

16.5 **Subcontracting.** Motorola may subcontract any portion of the Subscription Services without prior notice or consent of Customer.

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

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

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

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

16.10   **Governing Law.** This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State of Illinois.

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

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

16.13   **Return of Equipment.** Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer, if any.

16.14. **Survival Of Terms.** The following provisions survives the expiration or termination of this Agreement for any reason: if any payment obligations exist, Section 5 (Subscription Fees); Section 11 (Limitation of Liability); Section 12 (Default and Termination); Section 13 (Disputes); Section 15 (Confidential Information and Proprietary Rights);; and all General provisions in Section 16.

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

In witness whereof, the parties hereto have executed this Agreement as of the Effective Date.

CUSTOMER

BY: _____

NAME: _____
TITLE: _____

DATE: _____

MOTOROLA SOLUTIONS, INC.

BY: _____

NAME: _____
TITLE: _____

DATE: _____

Approved as to Form:

By:_____

NAME: Glen R. Googins

TITLE: City Attorney

DATE:_____

BILL TO ADDRESS:

Name: _____
Address:_____
Address:_____
Phone #: _____

FINAL DESTINATION:
Name: _____
Address: _____
Address: _____
Phone #: _____

SHIP TO ADDRESS:

Name: _____
Address: _____
Address: _____
Phone #: _____

SSA ADDENDUM
DRONE SERVICE

The following additional terms will apply to the Subscription Services for Motorola's Aerial Suite Solution. If any term in this Addendum conflicts with a term in the main body of the Agreement, this Addendum will govern.

1. DRONE SOFTWARE SUBSCRIPTION SERVICES

1.1   Motorola Solutions Aerial Suite is a cloud platform for unmanned aerial vehicles ("Drones" or "Drone Hardware") that provides the ability for Users to remotely operate a flying Drone camera in real-time. The Aerial Suite platform combines flight control and real time video streaming on Drones.

1.2   Access to the Aerial Suite is offered on an annual subscription basis, priced according to the tier of the Aerial Suite to be deployed. Pricing is listed in the pricing exhibit. See Exhibit A.

1.3   Limitations. Customer may access and use the Aerial Suite solely for its own benefit and in accordance with the terms of this Addendum and the Subscription Services Agreement.

2. RESPONSIBILITIES

Customer will provide email addresses for Users who need access to Subscription Services. Motorola Solutions will establish user accounts and provide access to Subscription Services for Users defined by Customer. Motorola Solutions will provide initial Subscription Services setup and initial training to specified customer pilots on the usage of the Solution.

Customer is responsible for all Drone Hardware, Drone operations, operating policies and procedures, internet connectivity and all IT equipment and infrastructure. Customer is also responsible for providing Drone pilots and ensuring all such pilots have appropriate Federal Aviation Administration ("**FAA**") authorizations for all Drone operations. Customer is responsible for also obtaining any FAA Certificate of Authorizations ("**CoA**") and regulatory approvals and waivers needed to ensure safe and FAA compliant Drone operations. Customer is responsible for selecting Drone pilots capable of operating Drone Hardware. Motorola will solely provide access to Subscription Services that supplements Customer's Drone operations.

3. ACCESSING THE SERVICES

3.1   Account Authorization. Motorola will establish the Customer account ("Account") and provide Customer with an administrative portal. Customer may access the Subscription Services and administer permissions, including establishing Users authorized to access its Account. Access information for the Customer Account is its internal use only. Customer agrees not sell, transfer or sublicense the access information to any other entity or person, except that Customer may enable access by its agents and subcontractors performing work on its behalf. Customer is responsible for the security of its passwords, use of its Account and for all activities that occur under its Account. Motorola, its affiliates and suppliers specifically disclaim any and all responsibility for unauthorized access to Customer Account. Customer agrees to diligently monitor its Account, to restrict use by unauthorized persons. Customer accepts full responsibility for any unauthorized use of the Services. Customer shall notify Motorola immediately of any unauthorized use of its password(s) or any other breach of security.

3.2   Necessary Equipment and Software: The Subscription Service is a cloud service provided over the internet. Customer must provide all equipment and software necessary to connect to the Subscription Services. Customer is solely responsible for any fees, including Internet connection or mobile fees, that incur when accessing the Subscription Services and transferring data.

3.3. **Security, Availability and Backup:** Motorola will implement reasonable and appropriate measures designed to help Customer secure content and data against accidental or unlawful loss, access or disclosure. Motorola procures cloud hosting services from reputable third party vendors (such as AWS and Google) and has no control over the methods they use for security and integrity of data on their servers. Motorola will use reasonable efforts to coordinate platform maintenance activities with such providers but is not responsible for service interruptions or breach or other loss of data caused due to such third party providers. Customer is responsible for properly configuring and using the Subscription Service and otherwise taking appropriate action to secure, protect and backup accounts and content in a manner that will provide appropriate security and protection, which might include use of encryption to protect content and routinely archiving content and data. Motorola does not provide an archiving service and only agrees that it will not intentionally delete any content or data prior to termination of this Addendum. Motorola expressly disclaims all other obligations with respect to storage. Motorola may reserve the right to delete any data stored in the system, such as video or pictures that are over 30 calendar days old.

4. DATA STORAGE

The Subscription Services is not intended to be used as a video storage solution. Motorola does not provide an archiving service for Drone photo and video data, flight information, or any other information. Motorola expressly disclaims any and all obligations with respect to storage. Motorola reserves the right to delete any data stored in the Solution, such as video or pictures that are over 90 calendar days old.

5. DATA RETRIEVAL

Motorola will leverage different types of storage to optimize the Subscription Services, as determined by Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed.

6. MAINTENANCE

Motorola will periodically perform maintenance of the Subscription Services. Users may experience an interruption in service during such maintenance efforts.

7. NETWORK / INTERNET / OTHER REQUIREMENTS

7.1 The Subscription Service requires the availability of appropriate network and internet connections. If any of the below items apply, additional deployment services may be needed to enable a successful deployment. Such additional deployment services will be provided for an additional fee.

- Customer's internet is through private IT strict firewall policies, not able to install software on PC's
- Customer requires multiple upload locations through different internet providers at each site
- Customer has slow internet (<20MBps or higher for 4k video upload)
- Customer doesn't have Wi-Fi
- Customer doesn't use Google Chrome or uses conflicting Google Chrome extensions
- Customer requires multiple upload locations
- Customer has multicast disabled on their wireless network
- Customer wants to utilize MAC address filtering

7.2 **The following are not supported:**

- Wi-Fi AP's do not support 802.11AC
- Customer AP does not support DNS-SD, and/or the Apple Bonjour suite

8. TERMINATION

8.1   Termination of Subscription Services by Motorola. Motorola has the right to suspend or terminate use of the Subscription Services at any time if it determines in its sole discretion that Customer or its Users are in violation of the terms of this Addendum or if necessary to avoid a violation of applicable law. Motorola will use reasonable efforts to notify Customer of its determination. In suspending or terminating the Subscription Services, Motorola reserves and does not waive any rights or remedies available to it under this Addendum or at law. Motorola shall not be liable to Customer or any third-party for any termination of Customer Account.

8.2   Termination of Services by Customer. Customer may terminate the Agreement at any time by (a) notifying Motorola and (b) closing your Account. Your notice should be sent, in writing, to the following Motorola address:_Attn: Motorola Solutions Aerial Suite, 500 W. Monroe Street, Chicago , IL 60661.

8.3   Effect of termination. Termination by Customer for convenience during a subscription term does not entitle Customer to a refund of fees. Upon termination of the Service, Customer will be prevented from further access and use of the portal and passwords, files, and all information associated with or inside the Account will be deleted.

9.   REMEDIES FOR VIOLATIONS

If Motorola becomes aware of any possible violations of this Addendum, Motorola reserves the right to investigate such violations. If, as a result of the investigation, Motorola believes that unlawful activity has occurred, Motorola reserves the right to refer the matter to, and to cooperate with, any and all applicable legal authorities. Motorola is entitled, except to the extent prohibited by applicable law, to disclose any information or materials on or in the Subscription Services to (1) comply with applicable laws, legal process or governmental request; (2) enforce the Agreement; (3) respond to requests for customer assistance; (4) protect the rights, property or personal safety of Motorola, its employees, subcontractors, agents, or the public, or (5) in connection with all enforcement actions or to government officials, as Motorola in its sole discretion believes to be necessary or appropriate.

10.   DRONE OPERATION INDEMNITY

To the extent permitted by applicable law, Customer shall defend, indemnify and hold harmless Motorola from all liability, expense, judgment, suit, or cause of action, which may accrue against Motorola for damages arising from or related to personal injury, property damage or loss of life caused by Customer's Drone Hardware during Customer's Drone operations.

11.   DJI'S DATA COLLECTON TERMS AND CONDTIONS

If Customer has requested the interface of the Aerial Suite Solution with DJI's Drones, Customer agrees to DJI's Software Development Kit ("SDK") data collection terms and conditions provided below:

11.1   Definitions: For purposes for this Section, **"Analytics Data"** means information collected from a DJI product (e.g., a DJI UAV) that is used in connection with an Application and/or devices used to operate the DJI product (e.g., a mobile device). The Analytics Data may include Header Data and/or Event Data; **"Application"** means a software program that is developed using the SDK for use with DJI Products; **"Event Data"** means information about time of operation or events, session identification numbers, event types, and flight operation information, including but not limited to GPS data, navigation, operation, speed, distance, modes, mission, command, altitude, takeoff and landing, payload and other component use, battery levels, etc; **"Header Data"** means information about the software (including but not limited to installation identification, app key, SDK version of an Application) and hardware (including but not limited to product identifiers and names of UAVs, payloads, remote controllers, etc.); **"Privacy Policy"** means DJI's privacy policy located at https://developer.dji.com/policies/privacy/; **"Warranty Logs"** means information provided to and/or received by the SDK that is necessary for determining warranty eligibility and product reliability, including without limitation SDK

function calls (including without limitation time, function name, results/feedback, etc.), protocol or commands sent from or to a mobile device, an Application, and/or a remote controller (including without limitation time, name, type, command/action, etc.).

11.2   Subject to DJI's Privacy Policy, DJI may collect information including but not limited to usage statistics, unique identifiers, associated IP addresses, Analytics Data, such as Header Data and/or Event Data, Warranty Logs information and any other information on which tools and services in the DJI's SDK are being used and how they are being used. DJI may share this information with third-parties for purposes of providing its products and services and as otherwise permitted by DJIs Privacy Policy.

11.3   For sake of clarity and not by way of limitation, the Analytics Data and Warranty Logs information may be used by DJI for any lawful purposes, including without limitation for use in research or improving its SDK or products and determining warranty eligibility and product reliability. The Warranty Logs are stored locally on a device running the Application (e.g., mobile device) and Customer hereby consents to make the Warranty Logs available to DJI to support any warranty claims regarding the SDK.

11.4   Customer represents and warrants that it will provide clear and conspicuous notice to each User and obtain any legally required consents for DJI to collect, use, or otherwise process information as set forth in this Section.

11.5   MOTOROLA DISCLAIMS ANY LIABILITY FOR DJI'S COLLECTION, USE, TRANSFER, AND ANY OTHER PROCESSING OF CUSTOMER'S INFORMATION. CUSTOMER ACKNOWLEDGES AND AGREES THAT MOTOROLA DOES NOT HAVE CONTROL AND SHALL HAVE NO LIABILITY REGARDING THE INFORMATION THAT MAY BE COLLECTED BY DJI'S SDK AND HOW SUCH DATA MAY BE USED BY DJI AND/OR THIRD PARTIES RECEIVING SUCH INFORMATION FROM DJI. CUSTOMER WILL INDEMNIFY AND HOLD MOTOROLA HARMLESS FOR CUSTOMER'S FAILURE TO PROVIDE NOTICE AND OBTAIN THE NECESSARY CONSENTS AS PROVIDED IN THIS SECTION.

EXHIBIT A
LIST PRICING

Customer may order one or more units from the list pricing provided below.

Classification	Annual or One Time Price
One Year Motorola Suite Subscription ($299 per month each) – Professional Tier	$3,588.00
One Year Motorola Suite Subscription ($1,500 per month each) – Advanced Tier	$18,000.00

[END OF DOCUMENT]