



MOTOROLA
SOLUTIONS

Laramie County Combined Communications Center

Proposal

AXS Upgrade & Expansion

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USWY24P016M



February 6, 2026

Director Amber Young
Laramie County Combined Communications Center
415 W. 18th. Street
Cheyenne, WY 82001

RE: AXS Upgrade & Expansion

Dear Dir. Young

Motorola Solutions, Inc (Motorola Solutions) appreciates the opportunity to provide the Laramie County Combined Communications Center quality communications equipment and services. Motorola Solutions' project team has taken great care to propose a solution to address your operational objectives.

AXS Dispatch Console Upgrade

Motorola Solutions' proposal is subject to the terms and conditions of the Sourcwell Cooperative Agreement #020625-MOT, the enclosed Sourcwell Master Customer Agreement ("Sourcwell MCA"), its Exhibits and applicable Addenda. Pricing will remain valid until March 16, 2026. Acceptance of this proposal may be made by delivering to Motorola a signed Purchase Order referencing the Sourcwell #020625-MOT Contract and Motorola's Proposal.

Any questions Laramie County Combined Communications Center has regarding this proposal can be directed to Kevin Parker, at 303-859-0029, (kevin.parker@motorolasolutions.com).

Our goal is to provide Laramie County Combined Communications Center with quality products and services available in the communications industry. We thank you for the opportunity to present our proposed solution, and we hope to strengthen our relationship by implementing this project.

Sincerely,

A handwritten signature in blue ink that reads 'Amber Geiwitz'.

Amber Geiwitz

T7E Area Sales Manager
Motorola Solutions, Inc



Table of Contents

- Table of Contents..... 3**
- Solution Summary..... 5**
 - CommandCentral AXS Dispatch Solution Overview..... 5
 - CommandCentral AXS Dispatch Description..... 7
 - Proposed Equipment..... 11
 - Power & HVAC Requirements/Recommendations..... 12
 - Assumptions..... 13
 - System Diagrams..... 15
- Statement of Work..... 17**
 - Overview..... 17
 - Responsibility Matrix..... 17
 - Assumptions..... 23
 - AXS Console Migrations - Field Acceptance Test Plan..... 23
 - Change Order Process..... 24
- Infrastructure Essential Plus Services Support Description..... 25**
 - Overview..... 25
 - Essential Plus Element Descriptions..... 25
 - Motorola Solutions Service Delivery Ecosystem..... 26
- Equipment List..... 30**
- Training Plan..... 31**
 - Training Overview..... 31
 - Motorola Solutions Training..... 32
 - Training Tools..... 36
 - Proposed Training Overview for Laramie County Combined Communications Center..... 37
 - Course Descriptions for Laramie County Combined Communications Center 37
- Pricing Summary..... 42**
 - Maintenance Outyears..... 42
 - Payment Milestones..... 43
- Contractual Documentation..... 45**



Solution Summary

Motorola Solutions has developed this proposal for Laramie County, Wyoming to upgrade its existing MCC 7500 dispatch sites with Motorola's CommandCentral AXS dispatch platform. This primarily involves the replacement of nine (9) dispatch Operator Positions (OPs) at Laramie County's primary dispatch site, three (3) dispatch OPs at the EOC dispatch site, and an updated pool of spare equipment for both locations.

In addition to the proposed console site upgrades, this proposal also features a three (3) AXS dispatch OP expansion for the primary dispatch site.

CommandCentral AXS Dispatch Solution Overview

Laramie County Combined Communications Center – Primary Dispatch Site

Motorola is proposing the deployment of nine (9) new CommandCentral AXS dispatch positions to replace the nine (9) MCC 7500 positions at Laramie County's primary dispatch site. Three (3) additional CommandCentral AXS dispatch positions have also been included to further expand the primary site's dispatch capabilities.

The new AXS dispatch consoles are capable of reusing many of the existing backroom devices, including site routers, site switches, CCGWs, and the Archiving Interface Server (AIS). As such, this proposal only includes a replacement of the existing legacy GCP 8000 conventional site controller with Motorola's new DSC 8000 conventional site controller.

The proposed AXS OPs will feature Motorola's new CommandCentral Hub (CC Hub) with an integrated PC. Each AXS position includes a local installation of Motorola's CommandCentral AXS dispatch application, featuring local call processing and, as applicable, software-based voice encryption operations. The CC Hub provides all necessary connections for dispatch peripherals such as speakers, microphones, or headset jacks. This proposal features a complement of dispatch site accessories for each of the positions, including: four (4) MSI purpose-built USB speakers, two (2) headset jackboxes, one (1) USB desktop microphone, one (1) dual pedal footswitch, and a pair of Logitech speakers supporting IRR playback. Laramie County is expected to supply a PC display monitor to support each of the 12 proposed OPs.

The AXS dispatch positions replacing existing MCC Series will leverage existing WyoLink system licenses associated with the MCC Series OPs they will be replacing. However, as sufficient core dispatch position licenses are not available to support the three (3) OP expansion, a new core license bundle supporting up to five (5) positions is included. The



proposed OPs each feature position-based licensing to support trunked radio resources associated with the State's radio system as well as an Advanced Conventional license. Motorola has also included Instant Recall Recorder (IRR) software to enhance dispatch operations at each position. This complement of licensing is intended to replicate the capabilities of Laramie County's existing MCC 7500 positions. It is understood that Laramie County does not employ encryption, unlike many other WyoLink agencies. As such, secure encryption is not included at this time, but can be applied through a software update in the future, if required.

A typical allotment of spare equipment associated with the new AXS dispatch positions have also been included as part of this budgetary proposal. Please see the equipment summary section of this proposal for additional details.

Laramie County Combined Communications Center – EOC Dispatch Site

Motorola is proposing the deployment of three (3) new CommandCentral AXS dispatch positions to replace the three (3) MCC 7500 positions at Laramie County's primary dispatch site.

The new AXS consoles are capable of reusing many of the existing backroom devices, including site routers, site switches, and the Archiving Interface Server (AIS).

The proposed AXS OPs will feature Motorola's new CommandCentral Hub (CC Hub) with an integrated PC. Each AXS position includes a local installation of Motorola's CommandCentral AXS dispatch application, featuring local call processing and, as applicable, software-based voice encryption operations. The CC Hub provides all necessary connections for dispatch peripherals such as speakers, microphones, or headset jacks. This proposal features a complement of dispatch site accessories for each of the positions, including: four (4) MSI purpose-built USB speakers, two (2) headset jackboxes, one (1) USB desktop microphone, one (1) dual pedal footswitch, and a pair of Logitech speakers supporting IRR playback. Laramie County is expected to supply a PC display monitor to support each of the three (3) proposed OPs.

The proposed AXS dispatch will leverage existing WyoLink system licenses associated with the MCC Series OPs they will be replacing. The proposed OPs each feature position-based licensing to support trunked radio resources associated with the State's radio system as well as an Advanced Conventional license. Motorola has also included Instant Recall Recorder (IRR) software to enhance dispatch operations at each position. This complement of licensing is intended to replicate the capabilities of Laramie County's existing MCC 7500 positions. It is understood that Laramie County does not employ encryption, unlike many other WyoLink agencies. As such, secure encryption is not included at this time, but can be applied through a software update in the future, if required.

A typical allotment of spare equipment associated with the new AXS dispatch positions have also been included as part of this budgetary proposal. Please see the equipment summary section of this proposal for additional details.



CommandCentral AXS Dispatch Description

The following sections provide a general overview of the new CommandCentral AXS Dispatch platform. Please note that this is a general product description and may discuss some features that are not included with the quoted configuration.

Overview

Motorola Solutions' CommandCentral AXS Dispatch Console reduces the barriers between systems within a dispatch center, allowing access to all the mission-critical tools and applications dispatchers need in the moments that matter. CommandCentral AXS integrates the capabilities of other dispatch center technologies into a single, streamlined view. This makes operation more efficient in emergency situations. Resources are accessible with an intuitive, highly configurable GUI. Dispatchers will have an expansive feature set, a mission-critical IP network for transporting information and calls throughout the system, and robust integration capabilities with other dispatch center technologies.

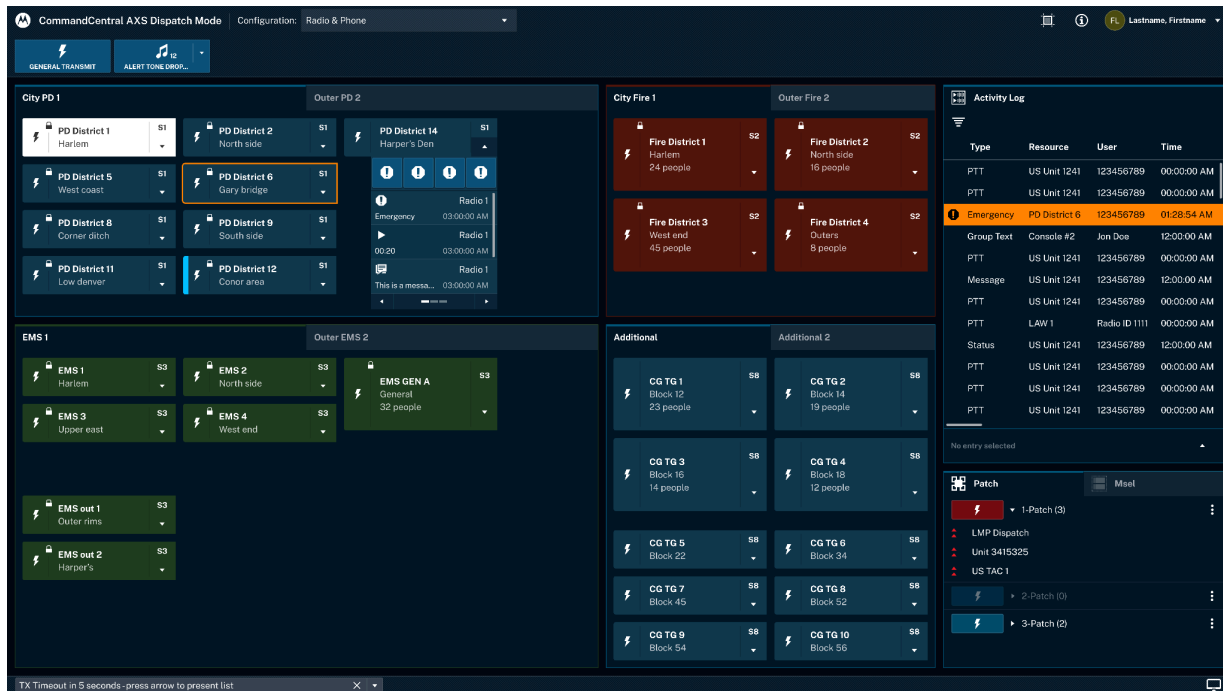


Figure 1: Next Generation Dispatch Experience



CommandCentral AXS improves the efficiency and operation of dispatchers in the following ways:

- **Next Generation Dispatch Experience** – Responds to touch, type, or click, giving dispatchers the flexibility to interact and stay connected to teams in the way that best suits them. Extensive customization options, flexible deployment configurations, and simple scalability means agencies only pay for what is needed now, with the room to adapt and grow as needs change over time.
- **Cross-Platform Dispatch Integration Capability** – Interfaces existing technologies to provide multi-system access on a single platform to help retain a dispatcher's focus in the moments that matter.
- **Seamless Multi-system Access** – Supports future advancements and integrations with additional systems now and in the future. Dispatchers will be able to seamlessly communicate and connect across ASTRO 25 and other P25 trunking systems.
- **Pain-Free Enhancements** – Simplifies keeping up-to-date with new features, fixes, and security updates via Internet download (with valid subscription). Users trigger the download themselves without disrupting console operation. This flexible approach to updates reflects the software focus of CommandCentral AXS, and allows the update process to work around differing schedules.
- **Purpose-built Dispatch Console Accessories** – Enhances the dispatch experience with accessories, such as gooseneck microphone, speakers, headset jack, and footswitch, designed and tested for industry-leading performance and reliability.

This solution also reduces operating costs and provides a smaller physical footprint in the command center without compromising on features or reliability. This combination of seamless communications, modern architecture, and advanced integration capabilities enables the CommandCentral AXS solution to scale and evolve as needs change over time.

Next Generation Dispatch Experience

CommandCentral AXS features a highly customizable graphical user interface (GUI) that provides quick, single-view access to important information and functionalities from different applications and systems. The GUI's versatile option panels and scalable resources allow users to organize and customize their dispatch experience and make engagement more familiar and intuitive from shift to shift. Option panels can be relocated, exposed, or hidden as needed, giving dispatchers more control of what information they see and how they interact with those resources.



Mapping Panel UI Snapshot

CommandCentral AXS also offers multiple options for routing audio to speakers and controlling volume levels.

CommandCentral AXS features flexible window positioning and assist panel capabilities for quick and efficient access to services such as:

- **Activity Log** – Provides an efficient point of reference for all incoming calls into a dispatch position, showing dispatchers detailed, searchable call information (radio resource name and call time) to enable faster and more informed response.
- **Paging** – Allows users to send customizable pages on radio resources. This flexible paging feature is integrated with CommandCentral AXS for both conventional and trunked radio resources, while an external paging encoder port on the CommandCentral Hub enables third-party paging encoders to send pages on the selected radio resources. The use of .wav paging audio files allows any type of tone page to be sent by CommandCentral AXS as well as alerting warbles or even recorded messages.
- **Patch Capabilities** – Enables dispatchers to set up a communication path between two or more resources that are normally unable to communicate with each other, such as trunked resources, conventional resources, and console telephony resources.
- **Alert Tones** – Allows dispatchers to send one of fifteen user-configurable alert tones on selected radio resources. Fifteen default .wav files are provided with the dispatch position software, but any combination of these default files may be replaced with customized .wav files to meet specific needs.
- **Channel Marker** – Enables dispatchers to send a periodically repeating piece of audio on radio resources, based on a customizable .wav file to meet the specific needs.

Flexible deployment options enable the GUI to be displayed on one or more dispatch position monitors or monitors used for other command center applications, allowing side-by-side or embedded views to better fit different dispatch workflows. This also gives users immediate access to necessary dispatch console features wherever they need. These integrations are designed to evolve and meet future needs as workflows change.

Securing CommandCentral AXS

Robust authentication mechanisms are employed by CommandCentral AXS, meeting the industry standard requirements of OpenID Connect for authenticating users and ensuring only properly authorized personnel can access dispatch functionality, administration, and service tools. Role-based user accounts further control what tools are accessible by specific users.

The CommandCentral AXS Dispatch Console is continually tested against the latest US Federal Government cybersecurity guidelines. Any findings from that testing are analyzed and appropriate mitigation measures are identified and incorporated into the console. These are then made available to fielded AXS Dispatch Console systems via the continuous delivery pipeline used to distribute the monthly software releases. Monthly software releases, a



continuous delivery pipeline, and a simplified upgrade process enable cybersecurity issues with operating systems, server management/orchestration software, and console application software to be quickly mitigated.

Secure Access to the Console

To use the dispatch position, a dispatcher must enter a valid radio system user account name and password. The dispatch position validates that information with the radio system's network manager and allows the dispatcher to access only the resources for which the user has access rights. This also applies to third-party applications that use the dispatch console's API.

Secure Communications at the Console

The console encrypts and decrypts radio voice messages. Thus, radio voice messages are encrypted from end-to-end between the radio user to the dispatch position. The dispatcher can choose whether to encrypt their transmissions on a particular trunked resource. Dispatchers can interface with agencies that have different encryption configurations without any manual intervention or delay.

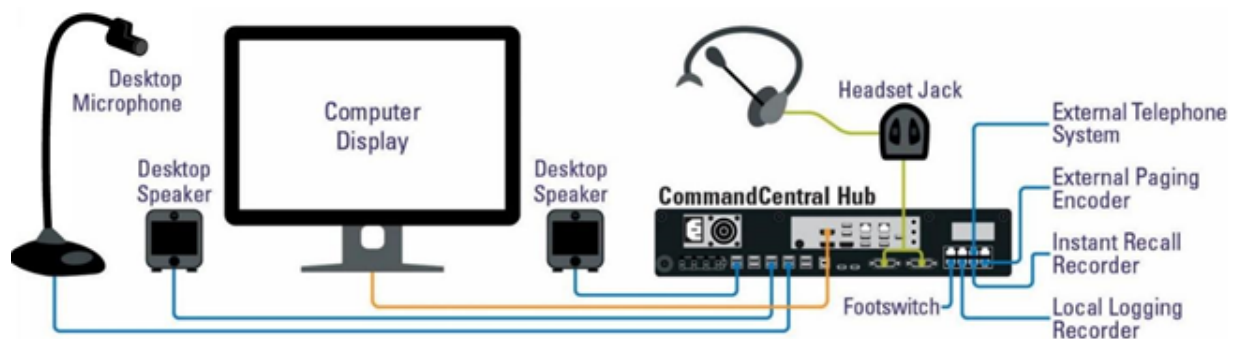
The AXS Console supports multiple encryption algorithms (AES, DES-OFB, and/or ADP) and multiple secure keys.

The dispatchers may talk and listen on radio resources which have different encryption algorithms without any manual intervention or delay.

The key material for performing audio encryption and decryption is stored locally on the console. This key material is also associated with a Common Key Reference (CKR), so that the appropriate key can be selected for a given talkgroup or a special call type.

Dispatch Position Client Hardware

The AXS console solution can be enhanced through dispatch peripherals, such as speakers, microphone, headset jack, and footswitch. These peripherals are designed for 24/7 usage without degradation in performance or reliability.



A typical CommandCentral AXS dispatch position features the following hardware elements:

- CommandCentral Hub with Integrated PC
- Monitor
- Speakers
- Microphone
- Headset jack box
- Footswitch

Further accessory specifications are available at Motorola Solutions' website.

Additional Equipment

DSC 8000 Conventional Site Controller

The DSC 8000 Conventional Site Controller supports site conventional operation where a Conventional Channel Gateway (CCGW) is located at a dispatch console site. If the link between the console site and the master site is lost, the DSC 8000 enables dispatchers to communicate over conventional resources.



Proposed Equipment

The proposed system is comprised of the following summary of equipment, software, and licensing:

Laramie County Combined Communications Center – Primary Dispatch Site

- One (1) Core Site License for AXS Positions (Supports Up to Five (5) OPs)
- One (1) DSC 8000 Conventional Site Controller with AC Power Supply
- 12 CommandCentral AXS OPs – each OP includes the following components:
 - Trunking Operation License
 - Advanced Conventional License
 - Enhanced IRR Software/Licensing
 - One (1) CommandCentral Hub with Integrated PC
 - Two (2) MCC Series Headset Jacks
 - Four (4) MSI Purpose Built USB Speakers
 - One (1) Pair of Logitech Speakers for IRR Playback

- One (1) USB Desktop Mic
- One (1) Dual Pedal Footswitch
- One (1) Surge Protected Power Strip
- One (1) Spare CommandCentral Hub with Integrated PC
- One (1) Spare MSI Purpose Built USB Speaker
- One (1) Spare Pair of Logitech Speakers
- One (1) Spare Dual Pedal Footswitch
- One (1) Spare MCC Series Headset Jack
- One (1) Spare USB Microphone
- One (1) Spare PC Mouse and Keyboard

Laramie County Combined Communications Center – EOC Dispatch Site

- Three (3) CommandCentral AXS OPs – each OP includes the following components:
 - Trunking Operation License
 - Advanced Conventional License
 - Enhanced IRR Software/Licensing
 - One (1) CommandCentral Hub with Integrated PC
 - Two (2) MCC Series Headset Jacks
 - Four (4) MSI Purpose Built USB Speakers
 - One (1) Pair of Logitech Speakers for IRR Playback
 - One (1) USB Desktop Mic
 - One (1) Dual Pedal Footswitch
 - One (1) Surge Protected Power Strip
- One (1) Spare CommandCentral Hub with Integrated PC
- One (1) Spare MSI Purpose Built USB Speaker
- One (1) Spare Pair of Logitech Speakers
- One (1) Spare Dual Pedal Footswitch
- One (1) Spare MCC Series Headset Jack
- One (1) Spare USB Microphone
- One (1) Spare PC Mouse & Keyboard

Power & HVAC Requirements/Recommendations

Power Requirements -

In order to ensure that sufficient power is available at the site Motorola Solutions has calculated the estimated maximum power draw for the proposed equipment. Please note that this figure



does not account for any existing devices or those that are beyond the scope of this proposal. Only newly proposed devices are featured in the provided calculations.

The three (3) new frontroom AXS OPs are expected to draw up to: **1,515 Wh**

HVAC Recommendations

In order to provide adequate cooling for the backroom devices the heat dissipation values of the proposed backroom equipment has been calculated based upon the power consumption estimate.

The three (3) new frontroom AXS OPs are estimated to dissipate up to: **5,169 BTU/hr**

Assumptions

Motorola Solutions has made a number of assumptions in preparing this proposal, noted below. Motorola Solutions will need to verify all assumptions or seek alternate solutions in the case of inaccurate assumptions.

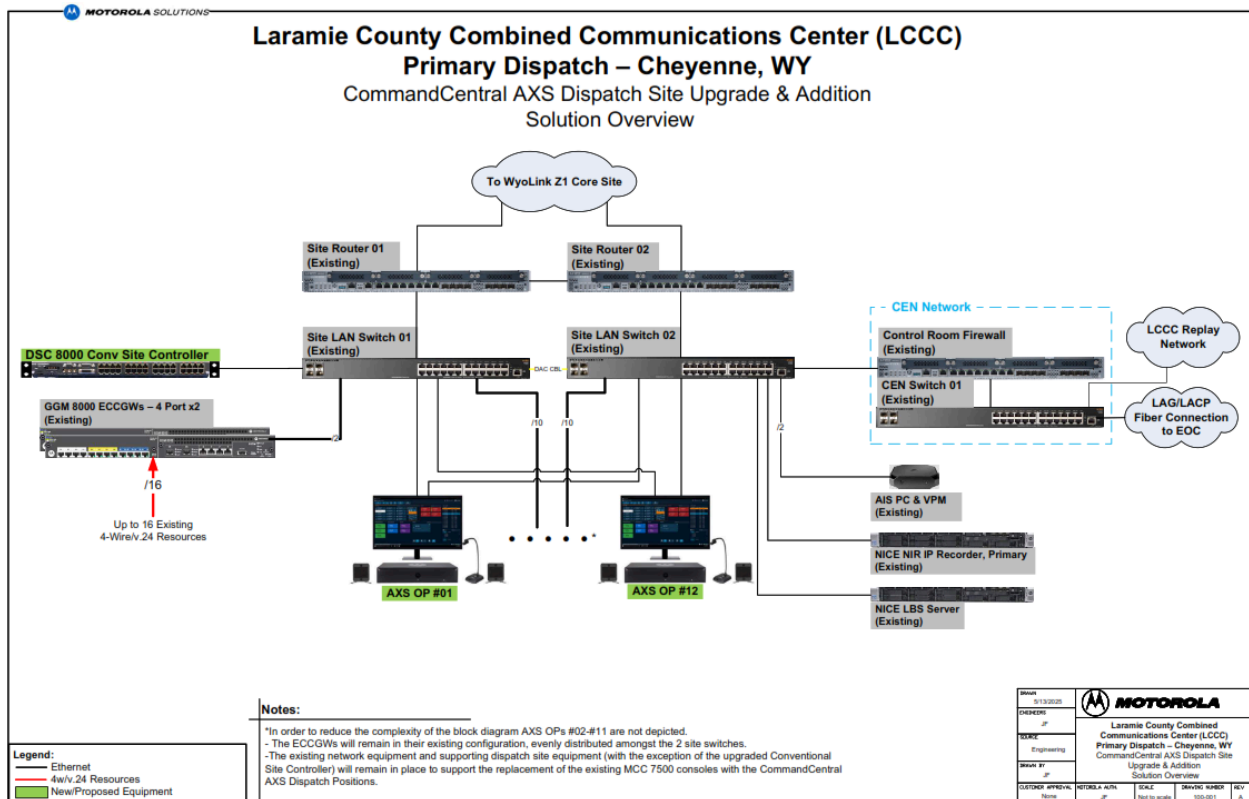
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by Motorola's R56 Guidelines for Communications Sites.
- All equipment will require a 110/120 VAC power source.
 - The DSC 8000 Conventional Site Controller's AC Power Supply will require access to a 5-20R outlet supported by a 20A breaker.
- It is assumed that console furniture will be present to support all operator positions – no console furniture is included with this proposal.
- The noted existing site routers, site switches, control room firewall, CCGWs, AIS PC & VPM, and CCGW-interfaced control station radios are all in good working order to support the upgraded dispatch sites.
- An existing 19" equipment rack is assumed to feature sufficient available space for the new backroom equipment. At least two (2) rack units of space are required by the DSC 8000 which will replace the existing three (3) rack unit GCP 8000.
- At least one (1) three-pronged NEMA 5-15 power outlet is available within 6' of each new CommandCentral AXS OP.
- The placement of the proposed OPs are assumed to be within a 330' Ethernet cable run to the dispatch site switch in the equipment backrooms.
- Encryption key loading support will be provided by an existing keyloader device or provided through the local radio shop. A KVL 5000 key loader is not included as part of this proposal.



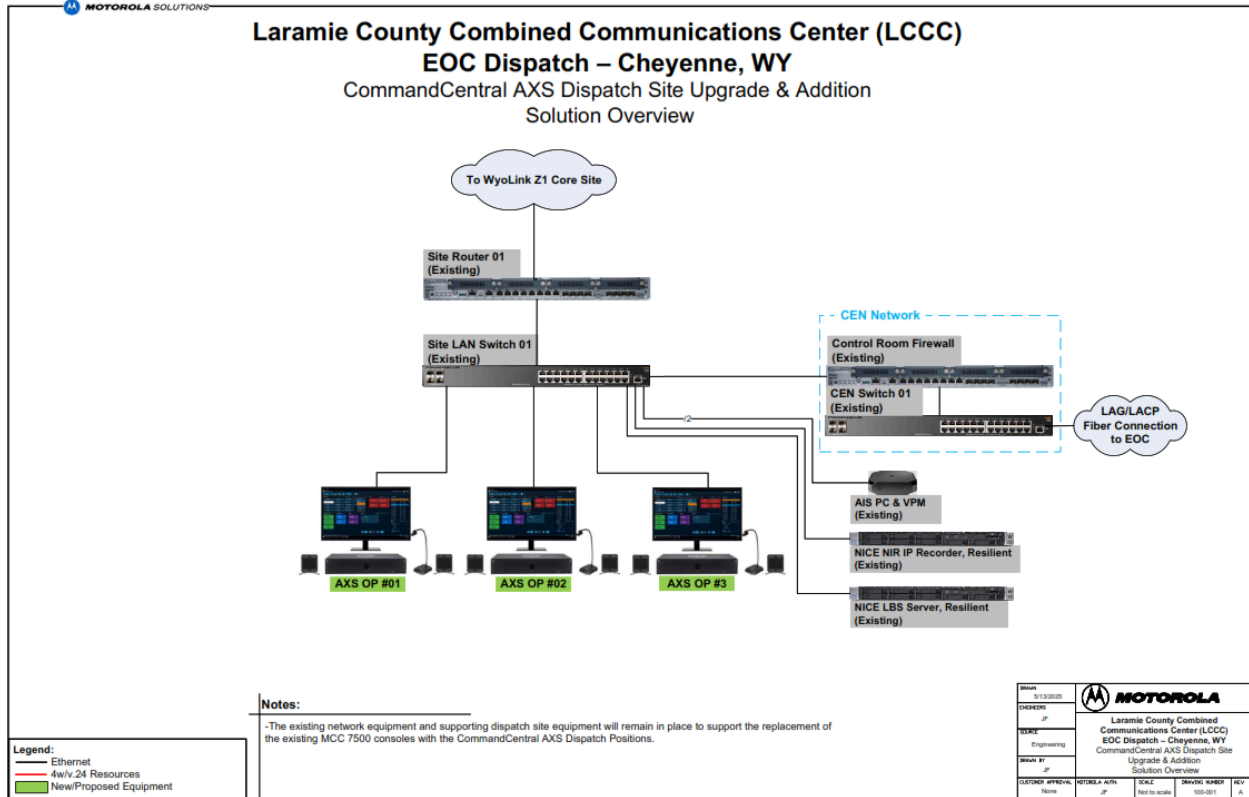
- No UPS or backup generator equipment is included to support the dispatch site locations. Backup power sources are highly advised to reduce system downtime. Brief intermittent power loss, for example, will result in minutes of downtime while servers and PCs reboot.
- No headset bases with PTT or headsets are included as part of this proposal. It is assumed that Laramie County CCC will supply any replacement headset devices as needed.
- Encryption is not employed for any console-programmed resources and thus is not a current requirement nor included for the proposed CommandCentral AXS positions.

System Diagrams

Laramie County Primary Dispatch Site



Laramie County EOC Dispatch Site



Statement of Work

Overview

This Statement of Work (SOW) describes the deliverables to be furnished to LCCCC. The tasks described herein will be performed by Motorola Solutions, its subcontractors, and LCCCC to implement the solution described in the System Description. It describes the actual work involved in installation, identifies the installation standards to be followed, and clarifies the responsibilities for Motorola Solutions and LCCCC during the project implementation. Specifically, this SOW provides:

- A description of the responsibilities for Motorola Solutions and LCCCC.
- A preliminary implementation timeline.
- The assumptions taken into consideration during the development of this project.

This SOW provides the most current understanding of the work required by all parties to ensure a successful project implementation. In particular, Motorola Solutions has made assumptions of the sites to be used for the new system. Should any of the sites change, a revision to the SOW and associated pricing will be required. It is understood that this SOW is a working document, and that it will be revised as needed to incorporate any changes associated with contract negotiations, and any other change orders that may occur during the execution of the project.

Responsibility Matrix

Motorola will use a phased approach for successfully implementing LCCCC's system.

These phases are broken down by:

- Project Initiation
- System Installation
- System Optimization And Testing

Tasks	Motorola Solutions	Customer
PROJECT INITIATION		
Contract Finalization and Team Creation		
Execute contract and distribute contract documents.	X	X



Tasks	Motorola Solutions	Customer
Assign a Project Manager as a single point of contact.	X	X
Assign resources.	X	X
Schedule project kickoff/Design Review meeting.	X	X
Deliverable: Signed contract, defined project team, and scheduled project kickoff meeting.		
Project Administration		
Ensure that project team members attend all meetings relevant to their role on the project.	X	X
Set up the project in the Motorola Solutions information system.	X	
Record and distribute project status meeting minutes.	X	
Maintain responsibility for third-party services contracted by Motorola Solutions.	X	
Complete assigned project tasks according to the project schedule.	X	X
Submit project milestone completion documents.	X	
Upon completion of tasks, approve project milestone completion documents within 7 to 10 business days.		X
Conduct all project work Monday thru Friday, 8 a.m. to 5:00 p.m. local time with the exception of Motorola Solutions' and the Customer's holidays.	X	
Deliverable: Completed and approved project milestones throughout the project.		
Project Kickoff/Design Review		
Introduce team, review roles, and decision authority.	X	X
Present project scope and objectives.	X	
Review SOW responsibilities and project schedule.	X	X
Review the Customer's operational requirements.	X	X
Present the system design and operational requirements for the solution.	X	
Present the preliminary installation plan.	X	



Tasks	Motorola Solutions	Customer
Validate that Customer sites can accommodate proposed equipment.		X
Provide all approvals required to add the proposed equipment at the proposed sites		X
Review safety, security, and site access procedures.	X	
Provide information on existing system interfaces.		X
Assume liability and responsibility for providing all information necessary for complete installation.		X
Assume responsibility for issues outside of Motorola Solutions' control.		X
Review and update design documents, including System Description, Statement of Work, Project Schedule, and Acceptance Test Plan, based on Design Review agreements.	X	
Execute Change Order in accordance with all material changes to the Contract resulting from the Design Review.	X	
Deliverable: Finalized design documentation based upon "frozen" design, along with any relevant Change Order documentation.		
SYSTEM INSTALLATION		
Equipment Order and Manufacturing		
Create equipment order and reconcile to contract.	X	
Manufacture Motorola Solutions-provided equipment necessary for the system based on equipment order.	X	
Procure non-Motorola Solutions equipment necessary for the system.	X	
Deliverable: Equipment procured and ready for shipment.		
Equipment Shipment and Storage		
Provide a secure, temperature-controlled location for solution equipment.	X	
Pack and ship solution equipment to the identified, or site locations.	X	
Receive solution equipment.		X



Tasks	Motorola Solutions	Customer
Inventory solution equipment.	X	
Deliverable: Solution equipment received and ready for installation		
Console Installation and Configuration - AXS Migration		
Provide console furniture and make room for new console installation. Operator position locations must have at least one (1) three-pronged NEMA 5-15 power outlet available within 6’ of operator install location.		X
Verify backhaul connectivity and associated equipment (such as MPLS) for all sites to meet latency, jitter, and capacity requirements. These may include dedicated phone circuits, microwave links, or other types of connectivity.	X	
Verify existing Ethernet cables between existing Console positions and backroom equipment are in good condition. Motorola will review the results with the Customer.	X	
Provide Ethernet cables between the back room switches and the new operator positions that will be installed on the primary dispatch floor.		X
Verify there are adequate UPS and/or power receptacles available at each console position. Motorola will review the results with the Customer.	X	
Provision and wiring of additional AC circuits/feeds/breakers/receptacles, and cover any upgrade of the amperage of the utility service into the proposed facility, where needed.		X
Verify the backroom equipment, including switches, routers, CCGWs, AUX I/Os, loggers, and their related equipment, as well as the control room firewall, to ensure they exist and are in good condition.	X	
Connect the console to circuit demarcation points.	X	
Install the proposed equipment at each location, as defined by the equipment list and system description.	X	
Install peripheral console equipment as mentioned in the system description in accordance with R56 standards and state/local codes where applicable.	X	
Perform console programming and configuration, basing new configurations on the existing MCC templates..	X	
Provision Consoles on the existing ASTRO System.	X	



Tasks	Motorola Solutions	Customer
Perform functionality test of the consoles as described in the FATP section.	X	
Document and provide test results.	X	
Review and approve test results.		X
Remove, transport, and dispose of outdated equipment.		X
Deliverable: Console equipment installation completed.		
SYSTEM OPTIMIZATION AND TESTING		
R56 Site Audit		
Perform R56 site-installation quality-audits, verifying proper physical installation and operational configurations.	X	
Create site evaluation report to verify site meets or exceeds requirements, as defined in Motorola Solutions' R56 Standards and Guidelines for Communication Sites.	X	
Deliverable: R56 Standards and Guidelines for Communication Sites audits completed successfully.		
Solution Optimization		
Verify that all equipment is operating properly and that all electrical and signal levels are set accurately.	X	
Verify that all audio and data levels are at factory settings.	X	
Verify communication interfaces between devices for proper operation.	X	
Ensure that functionality meets manufacturers' specifications and complies with the final configuration established during design review or system staging.	X	
Reconfigure and reoptimize 3rd party equipment that is not part of the Motorola Solutions scope of work.		X
Deliverable: Completion of System Optimization.		
Functional Acceptance Testing		
Verify the operational functionality and features of the solution supplied by Motorola Solutions, as contracted.	X	



Tasks	Motorola Solutions	Customer
Witness the functional testing.		X
Document all issues that arise during the acceptance tests.	X	
If any major task for the system as contractually described fails during the Customer acceptance testing or beneficial use, repeat that particular task after Motorola Solutions determines that corrective action has been taken.	X	
Resolve any minor task failures before Final System Acceptance.	X	
Document the results of the acceptance tests and present for review.	X	
Review and approve final acceptance test results.		X
Deliverable: Completion of functional testing and approval by Customer.		
Training		
Finalize schedule for training coursework.	X	
Provide a training facility.		X
Ensure that the training participants fulfill course prerequisites.		X
Conduct the training classes outlined in the Training Plan.	X	
Attend proposed training classes.		X
Deliverable: Training coursework completed.		
Finalize Documentation and System Acceptance		
Provide manufacturer’s installation material, part list and other related material to Customer upon project completion.	X	
Provide an electronic as-built system. This will include the following: <ul style="list-style-type: none"> ● Site Block Diagrams. ● Site Floor Plans. ● Site Equipment Rack Configurations. ● Antenna Network Drawings for RF Sites (where applicable). ● ATP Test Checklists. ● Functional Acceptance Test Plan Test Sheets and Results. ● Equipment Inventory List. ● Console Programming Template (where applicable). 	X	



Tasks	Motorola Solutions	Customer
Drawings will be delivered in Adobe PDF format.		
Receive and approve documentation.		X
Execute Final Project Acceptance.	X	X
Deliverable: All required documents are provided and approved. Final Project Acceptance.		

Assumptions

The following assumptions remain in need of review and verification as of the submission of this proposal. These assumptions affect the scope of responsibilities to ensure ancillary systems and facilities are fully prepared to support the solution contained in this proposal. Motorola will work with customer to determine the validity of these assumptions and determine the increased scope for which Motorola and/or customer is responsible. Should customer prefer Motorola to assume responsibility for the increased scope, Motorola will prepare and submit to customer a revised proposal or change order reflecting the revised scope, cost, and project implementation.

- Anticipated installation timeline is September 2026.
- Current operator position pods have light poles, but they are not used. No new light poles are provided for the additional expansion operator positions.
- Training will take place in the training room, with 2 operator positions being used to train 4 people at a time; There are 4 supervisors and 4 trainers quoted for training seats.
- No changes to back room other than replacing the Conventional Site Controller. All other back room equipment is in good working order.
- If the furniture for the new operators at the time of deployment, Motorola could issue a change order to extend the project deployment schedule. Depending on the impact to schedule, there could be a cost associated with schedule extension.

AXS Console Migrations - Field Acceptance Test Plan

Acceptance Test Plans

The following tests may be conducted on the AXS consoles to demonstrate the functionality and performance:



- Active Microphone Selection
- CC HUB Redundant Network Interface Options (if applicable)
- CC HUB Local AuxIO
- Emergency alarm and Call Display Description
- Enable Minimum Volume Control
- Instant Recall Recorder (IRR) Operation
- Activity Log
- Console Priority
- Talkgroup Patch
- Talkgroup Patch - Secure
- Talkgroup Selection and Call
- Talkgroup Selection and Call - Secure
- Default Alert Tones available for Transmission

Excluded Testing

- Component Level Testing: Each component of the system undergoes testing at the point of manufacture of that component. The FAT is concerned with testing overall system level functionality and performance and component level testing is not replicated during the FAT.
- EMC Compliance: EMC regulatory compliance has been established at component level, and the FAT will not measure EMC behavior.
- Capacity or Loaded System Performance: Testing to ensure that the system meets its capacity and loaded system performance requirements is conducted during Motorola's product development process using specialized system loading and simulation tools. It is not replicated during an FAT.

Change Order Process

Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost, change in system configuration or adds time to the project's timeline required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price, Performance Schedule, or both, and will reflect the adjustment in a change order. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.



Infrastructure Essential Plus Services Support Description

Overview

Essential Plus Services for ASTRO® 25 infrastructure will provide Laramie County Combined Communications Center with the support needed to detect and resolve unforeseen issues. Essential Plus Services consist of the following elements:

- Remote Technical Support.
- Network Hardware Repair. Security Update Service (SUS).
- On-site Infrastructure Response.
- Annual Preventive Maintenance.

Together, these elements will help to avoid operational disruptions and maintain the value of Laramie County Combined Communications Center's communications investment.

Essential Plus Element Descriptions

The following sections describe the elements proposed for Laramie County Combined Communications Center's ASTRO 25 infrastructure.

Remote Technical Support

Motorola Solutions' Centralized Managed Support Operations (CMSO) will provide Remote Technical Support for infrastructure issues that require specific technical expertise. Experienced technical support specialists will be available to consult with Laramie County Combined Communications Center to help diagnose, troubleshoot and resolve infrastructure issues. Service Desk maintenance procedures and incident resolution techniques are based on ISO 9001 and TL 9000 standards.

Network Hardware Repair

To restore Laramie County Combined Communications Center's ASTRO 25 network components if they malfunction, Motorola Solutions will repair Motorola Solutions-provided



infrastructure equipment. This includes select third-party infrastructure equipment supplied by Motorola Solutions. Motorola Solutions will ship and return repaired equipment, and will coordinate the repair of third-party solution components.

Security Update Service

Commercial security software updates are often designed without consideration for specialized systems like radio communications networks. Therefore, they may at sometimes inadvertently disrupt ASTRO 25 networks such as the one proposed to Laramie County Combined Communications Center. Motorola Solutions will test anti-virus, operating system and other software patches to check their compatibility with ASTRO 25.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to Laramie County Combined Communications Center. If there are any recommended configuration changes, warnings or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, Laramie County Combined Communications Center will need to download and install them.

On-site Infrastructure Response

Motorola Solutions will provide repair service from trained and qualified technicians. Once dispatched, technicians will travel to Laramie County Combined Communications Center's ASTRO 25 network location to diagnose issues and restore functionality. These technicians will run diagnostics on hardware to identify defective components, and repair or replace them as appropriate. Infrastructure Response times are based on a given issue's impact on overall system function.

Travel times and service levels are governed by local geography. Motorola Solutions will provide additional information in the Statement of Work for ASTRO 25 Essential Plus Services and in the Customer Support Plan agreed between Laramie County Combined Communications Center and Motorola Solutions.

Annual Preventive Maintenance

Motorola Solutions will annually test and service network components. Qualified field technicians will perform routine hands-on examination and diagnostics of network equipment to keep them operating according to original manufacturer specifications.

Motorola Solutions Service Delivery Ecosystem

Essential Plus Services are delivered through a tailored combination of field service personnel, centralized teams, product repair depots and Customer Hub. These service resources will



collaborate to swiftly analyze network issues, accurately diagnose root causes, and efficiently resolve issues to return the network to normal operation.

Motorola Solutions services will be delivered by staff experienced in servicing mission-critical networks. Motorola Solutions uses the Information Technology Infrastructure Library (ITIL) framework to define service tasks based on industry-recognized best practices. As staff perform tasks, service incident information will be available to Laramie County Combined Communications Center's administrators and personnel through Customer Hub.

Service activities and Motorola Solutions' service team are described in more detail below.

Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations (CMSO) organization. This TL 9000/ISO 9001-certified organization is staffed 24x7x365 by experienced service desk specialists, security analysts and operations managers. The CMSO houses critical central functions, including the Service Desk.

The CMSO Service Desk will serve as a single point of contact for services. It processes service requests, service incidents, change requests, and dispatching. The Service Desk communicates necessary information to stakeholders, bridging communications among Laramie County Combined Communications Center, Motorola Solutions, and third-party subcontractors.

Service Desk teams record, track, and update incidents through the Motorola Solutions Customer Relationship Management (CRM) system. They document and respond to inquiries, requests, concerns and service tickets. When an incident is initiated, the CMSO will engage with teams to resolve that incident. The CMSO will escalate to new teams when needed. Depending on the incident, the CMSO will coordinate incident resolution with local field service and authorized repair depots.

Field Service

Motorola Solutions authorized and qualified field service technicians will perform the On-site Infrastructure Response service, repair malfunctioning hardware in the field, and conduct preventive maintenance tasks. These technicians will coordinate with the Service Desk, technical support teams, and product engineering as needed to resolve incidents.

Repair Depot

The Motorola Solutions Repair Depot will provide Laramie County Combined Communications Center with a central repair location. This will eliminate the need to send network equipment to multiple vendor locations for repair. Motorola Solutions tracks products sent to the Depot via a case management system throughout the repair process. This system will enable Laramie



County Combined Communications Center's representatives to check repair status, from inbound shipment to return.

Customer Support Manager

A Motorola Solutions Customer Support Manager (CSM) will be Laramie County Combined Communications Center's key point of contact for the definition and administration of services. The CSM will work with Laramie County Combined Communications Center to define service delivery details to address Laramie County Combined Communications Center's specific priorities.

Customer Hub

To provide Laramie County Combined Communications Center with quick access to service details, Motorola Solutions will provide our Customer Hub online network information tool. Customer Hub provides our customers with real-time critical network and services information through an easy-to-use graphical interface.



Customer Hub offers real-time, role-based access to critical network and services information.

With Customer Hub, Laramie County Combined Communications Center's administrators will be able to monitor system health and maintenance updates. Capabilities include:

- Viewing network and support compliance.
- Viewing incident reports.
- Updating and creating incidents.
- Checking system update status.



- Receiving pro-active notifications regarding updates.

Available 24x7x365 from any web-enabled device, the information provided by Customer Hub will be based on your needs and user access permissions, ensuring that the information displayed is secure and pertinent to your operations.



Equipment List

SUBSYSTEM	QTY	NOMENCLATURE	DESCRIPTION
LCCCC PRIMARY DISP-AXS 90P	9	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
LCCCC PRIMARY DISP-AXS 90P	9	HKVN4730A	AXS TRUNKING SERVICES LICENSE
LCCCC PRIMARY DISP-AXS 90P	9	HKVN4731A	AXS ADVANCED CONVENTIONAL SERVICES LICENSE
LCCCC PRIMARY DISP-AXS 90P	9	HKVN4733A	LICENSE,AXS INTEGRATED IRR
LCCCC PRIMARY DISP-AXS 90P	9	HKVN4736A	AXS AMBE+2 VOCODER ROYALTY AND LICENSE
LCCCC PRIMARY DISP-AXS 90P	9	HKVN4737A	AXS STANDARD LEVEL RADIO RESOURCE CAPACITY LICENSE
LCCCC PRIMARY DISP-AXS 90P	1	B1957A	AXS SOFTWARE DVD
LCCCC PRIMARY DISP-AXS 90P	9	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
LCCCC PRIMARY DISP-AXS 90P	9	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
LCCCC PRIMARY DISP-AXS 90P	9	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
LCCCC PRIMARY DISP-AXS 90P	9	CA03547AA	ADD: BRACKET, MOUNTING 2RU
LCCCC PRIMARY DISP-AXS 90P	9	CA03583AA	ADD: FOUR CABLES, POWER 24VDC



LCCCC PRIMARY DISP-AXS 90P	9	CA03572AA	ADD: CABLE RETENTION BRACKET
LCCCC PRIMARY DISP-AXS 90P	18	B1913A	MCC SERIES HEADSET JACK
LCCCC PRIMARY DISP-AXS 90P	9	B1951B	DISPATCH DESKTOP MICROPHONE, USB
LCCCC PRIMARY DISP-AXS 90P	9	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
LCCCC PRIMARY DISP-AXS 90P	36	B1952B	DISPATCH DESKTOP SPEAKER, USB
LCCCC PRIMARY DISP-AXS 90P	36	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
LCCCC PRIMARY DISP-AXS 90P	9	L3226A	COMPUTER MOUSE, CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
LCCCC PRIMARY DISP-AXS 90P	9	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
LCCCC PRIMARY DISP-AXS 90P	9	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
LCCCC PRIMARY DISP-AXS 90P	9	T8742A	MCAFFEE FOR WINDOWS CLIENT, A2019.2 +PLUS
LCCCC PRIMARY DISP-AXS 90P	9	T8806A	WINDOWS SUPP. TRANSPARENT, A2022.1
LCCCC PRIMARY DISP-AXS 90P	9	DSACPS6N120SN2T T	AC POWER STRIP, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
LCCCC PRIMARY DISP-AXS 90P	9	DS980000802	LOGITECH: Z150 MULTIMEDIA SPEAKERS, MIDNIGHT BLACK
LCCCC PRIMARY DISP-AXS 90P	1	T8810A	STANDALONE DSC 8000 CONTROLLER
LCCCC PRIMARY DISP-AXS 90P	1	CA03863AA	ADD: ASTRO SYSTEM RELEASE 2022.1
LCCCC PRIMARY DISP-AXS 90P	1	CA03801AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER



LCCCC PRIMARY DISP-AXS 90P	1	UA00787AA	ADD: DSC 8000 CONVENTIONAL SITE CONTROLLER SW
LCCCC PRIMARY DISP-AXS 90P	1	CA03832AA	ADD: NM/DISPATCH SITE
LCCCC PRIMARY DISP-AXS 90P	1	T8811A	DSC AC POWER SUPPLY CHASSIS
LCCCC PRIMARY DISP-AXS 90P	1	CA03800AA	ADD: SINGLE POWER SUPPLY FOR DSC
LCCCC PRIMARY DISP-AXS 90P	1	CA04065AA	ADD: DSC AC POWER CABLE - US, 12 FT
LCCCC PRIMARY DISP-AXS SPARES	1	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
LCCCC PRIMARY DISP-AXS SPARES	1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
LCCCC PRIMARY DISP-AXS SPARES	1	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
LCCCC PRIMARY DISP-AXS SPARES	1	CA03583AA	ADD: FOUR CABLES, POWER 24VDC
LCCCC PRIMARY DISP-AXS SPARES	1	B1913A	MCC SERIES HEADSET JACK
LCCCC PRIMARY DISP-AXS SPARES	1	B1951B	DISPATCH DESKTOP MICROPHONE, USB
LCCCC PRIMARY DISP-AXS SPARES	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
LCCCC PRIMARY DISP-AXS SPARES	1	B1952B	DISPATCH DESKTOP SPEAKER, USB
LCCCC PRIMARY DISP-AXS SPARES	1	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
LCCCC PRIMARY DISP-AXS SPARES	1	L3226A	COMPUTER MOUSE, CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS
LCCCC PRIMARY DISP-AXS SPARES	1	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS



LCCCC PRIMARY DISP-AXS SPARES	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
LCCCC PRIMARY DISP-AXS SPARES	1	DS980000802	LOGITECH: Z150 MULTIMEDIA SPEAKERS, MIDNIGHT BLACK
(NEW)CORE LIC-AXS 30P ADD	1	SQM01SUM0323A	ASTRO MASTER SITE
(NEW)CORE LIC-AXS 30P ADD	1	CA03517AE	ADD: CORE EXPANSION
(NEW)CORE LIC-AXS 30P ADD	1	UA00156AA	ADD: 5 CONSOLE OPS: AXS, MCC7500/E AND AIS
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	HKVN4730A	AXS TRUNKING SERVICES LICENSE
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	HKVN4731A	AXS ADVANCED CONVENTIONAL SERVICES LICENSE
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	HKVN4733A	LICENSE,AXS INTEGRATED IRR
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	HKVN4736A	AXS AMBE+2 VOCODER ROYALTY AND LICENSE
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	HKVN4737A	AXS STANDARD LEVEL RADIO RESOURCE CAPACITY LICENSE
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	1	B1957A	AXS SOFTWARE DVD
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC



(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	CA03553AA	ADD: AC LINE CORD, NORTH AMERICA
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	CA03547AA	ADD: BRACKET, MOUNTING 2RU
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	CA03583AA	ADD: FOUR CABLES, POWER 24VDC
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	CA03572AA	ADD: CABLE RETENTION BRACKET
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	6	B1913A	MCC SERIES HEADSET JACK
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	B1951B	DISPATCH DESKTOP MICROPHONE, USB
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	12	B1952B	DISPATCH DESKTOP SPEAKER, USB
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	12	CA03413AA	ADD: USB CABLE, TYPE A TO TYPE C, 4.5M
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	L3226A	COMPUTER MOUSE, CERTIFIED OPTICAL WHEEL MOUSE FOR RSD SERVERS AND WORKSTATIONS



(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	L3225A	CERTIFIED KEYBOARD FOR RSD SERVERS AND WORKSTATIONS
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	T8742A	MCAFFEE FOR WINDOWS CLIENT, A2019.2 +PLUS
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	T8806A	WINDOWS SUPP. TRANSPARENT, A2022.1
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	DSACPS6N120SN2T T	AC POWER STRIP, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
(NEW)LCCCC PRIMARY DISP-AXS 30P ADD	3	DS980000802	LOGITECH: Z150 MULTIMEDIA SPEAKERS, MIDNIGHT BLACK
LCCCC EOC DISP-AXS 30P	3	HKVN4729A	AXS DISPATCH CONSOLE LICENSE
LCCCC EOC DISP-AXS 30P	3	HKVN4730A	AXS TRUNKING SERVICES LICENSE
LCCCC EOC DISP-AXS 30P	3	HKVN4731A	AXS ADVANCED CONVENTIONAL SERVICES LICENSE
LCCCC EOC DISP-AXS 30P	3	HKVN4733A	LICENSE,AXS INTEGRATED IRR
LCCCC EOC DISP-AXS 30P	3	HKVN4736A	AXS AMBE+2 VOCODER ROYALTY AND LICENSE
LCCCC EOC DISP-AXS 30P	3	HKVN4737A	AXS STANDARD LEVEL RADIO RESOURCE CAPACITY LICENSE
LCCCC EOC DISP-AXS 30P	1	B1957A	AXS SOFTWARE DVD



LCCCC EOC DISP-AXS 30P	3	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
LCCCC EOC DISP-AXS 30P	3	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
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LCCCC EOC DISP-AXS 30P	6	B1913A	MCC SERIES HEADSET JACK
LCCCC EOC DISP-AXS 30P	3	B1951B	DISPATCH DESKTOP MICROPHONE, USB
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LCCCC EOC DISP-AXS 30P	3	T8806A	WINDOWS SUPP. TRANSPARENT, A2022.1



LCCCC EOC DISP-AXS 30P	3	DSACPS6N120SN2T	AC POWER STRIP, 6 OUTLETS, SASD PROTECTED, UL1449/R56, 12FT CORD
LCCCC EOC DISP-AXS 30P	3	DS980000802	LOGITECH: Z150 MULTIMEDIA SPEAKERS, MIDNIGHT BLACK
LCCCC EOC DISP-AXS 30P	1	B1956A	COMMANDCENTRAL HUB, W/CLIENT PC
LCCCC EOC DISP-AXS 30P	1	CA03850AA	ADD: WINDOWS OS FOR MCC7500E CONSOLE
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LCCCC EOC DISP-AXS 30P	1	DSTWIN6328A	PROVIDES ONE DUAL PEDAL FOOTSWITCH
LCCCC EOC DISP-AXS 30P	1	DS980000802	LOGITECH: Z150 MULTIMEDIA SPEAKERS, MIDNIGHT BLACK



Training Plan

Training Overview

Partnering with Motorola Solutions will enable Laramie County Combined Communications Center to build personnel competency and maximize return on investment.

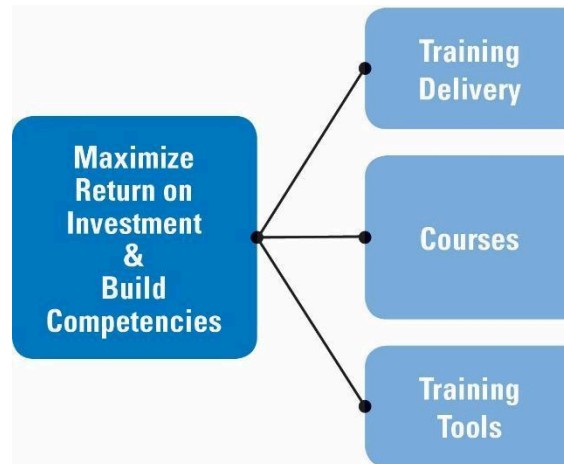
Effective training ensures successful implementation and use of your communications system by all personnel for the life of the system. The training plan furnished to Laramie County Combined Communications Center is comprised of targeted coursework developed and delivered by our expert instructors. This plan, included below, will effectively provide Laramie County Combined Communications Center's personnel with a comprehensive understanding of the proposed system and user equipment.

We will collaborate with Laramie County Combined Communications Center to tailor a final training plan to enable Laramie County Combined Communications Center's organization to operate, configure, and manage the proposed solution effectively and efficiently.



Motorola Solutions Training

Motorola Solutions provides an expanding portfolio of training delivery methods, tools, and courses to support the training needs of our customers. The figure below shows the elements of our training methodology that qualify us as the leader in the communications training industry.



Build the competencies of Laramie County Combined Communications Center's personnel and maximize your return on investment with Motorola Solutions' expanding portfolio of training delivery methods, tools, and courses.

Training Delivery

Training Methods

Motorola Solutions' training experience and expertise enables our customers to gain the training they need to use during critical times in a variety of methods. As shown in the figure below, we offer four interactive methods of training: Online Self-Paced, Virtual Instructor-Led, Instructor-Led, and our *new* Integrated Training Environment.

	<p>Online Self-Paced Training (OLT) Allows you to gain foundational knowledge on a variety of topics using your own computer, at your own schedule.</p>
	<p>Virtual Instructor Led Training (VILT) Offers scheduled instructor-led courses in an on-line virtual environment.</p>
	<p>Instructor Led Training (ILT) Performed at one of the Motorola Technical Training Centers, or On-site at your location using your operational equipment.</p>
	<p>Integrated Training Environment (ITE) Brings the feel of a classroom to your desktop or laptop anywhere you may be. We provide the ability for students to see and interact with the instructor from any location that has a fast internet connection.</p>

Motorola Solutions offers a variety of interactive training methods that cater to different learning techniques, allowing more effective ways to give personnel the skills they need.

These training approaches ensure our customers receive the understanding they need for the practical aspects of their jobs.

Motorola Solutions Instructors

We have approximately 40 instructor resources distributed across North America. These instructors are available to train customers in our Technical Training Center located in Schaumburg, Illinois, while specific training courses are available at our facility in Plantation, Florida. Training can also be delivered directly on-site at customer locations. All instructors undergo an Instructional Skills and Technical Knowledge Program, which is a globally-recognized training and instructor assessment program.

Consultative Services

Motorola Solutions provides consultative services for our customers, which includes personalized training plans and other training-related services. Our dedicated training consultant



team works with our customers and Motorola Solutions account teams to identify and meet the training needs of technical, administrative end users, and other audiences.

Training Courses

Motorola Solutions offers a wide range of training courses to help our customers improve their proficiency with our expanding portfolio and get the most from their training system.

Our specialized courses/curriculums are designed for our customers' role. Whether they are an administrator, technician or user, Motorola Solutions makes sure our customers are equipped with foundational and advanced skills.

General overviews of product and/or solution training offered are listed below:

Foundational Radio and Networking Training

Foundational Radio and Networking training provides new hires or staff from different skilled backgrounds fundamental knowledge. Some of these courses are online/self-paced while others are instructor led. Some topics include: Radio System Basics, Basic Networking, Communication System Concepts, Networking Essentials and Applied Networking. This allows Motorola Solutions to offer training before installation, during installation and after your solution is operational.

ASTRO 25 Infrastructure Training Courses

ASTRO 25 Infrastructure Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

ASTRO 25 Patch Management Training Course

ASTRO 25 Patch Management Training provides ASTRO 25 Land Mobile Radio (LMR) system administrators the information needed to access and patch their radio network infrastructure, update antivirus definitions, and review log files.

MCC Console Training Courses

MCC Console Training provides participants with a curriculum that will enable them to obtain a high-level understanding of the system configuration, general console operation, how to perform basic tasks, operating procedures for specific features, and the knowledge and skills necessary to manage and maintain the system.



APX Mobile and Portable Radio Training Courses

APX Mobile and Portable Radio Training provides participants with an introduction to the radio, the knowledge and skills necessary to perform basic radio operation, common operational tasks, operating procedures for specific features of the radio, and technical programming and maintenance of radios.

Digital Evidence Management Solution (DEMS) Training Courses

Digital Evidence Management Solution Training provides participants with a high-level overview of the DEMS solution. The CommandCentral Evidence Field Workshop Solution training and Video Camera training are conducted with a combination of hands-on lab activities, demonstration, and discussion that provide an in-depth learning experience for participants, enabling them to make the most effective use of their solution/device.

MOTOTRBO Training Courses

MOTOTRBO Training provides participants with a full curriculum that will enable them to maintain/service the new solution, and will give them the skills required to manage and operate the solution to obtain its fullest potential and capabilities.

CallWorks Training Courses

CallWorks Training provides participants with an overview of the components and functionality of the main application, operation, troubleshooting, a high-level understanding of the software, and configuration and maintenance of components of the CallWorks solution.

PremierOne Training Courses

PremierOne Training provides participants with sufficient knowledge of the PremierOne solution and its tools, giving them the skills necessary to operate and maintain the PremierOne solution.

LTE Training Courses

LTE Training provides participants a high-level understanding of the Public Safety LTE system and the network elements that comprise the system. Participants will gain knowledge of LTE architecture, signaling, system administration, and applied networking.

WAVE Training Courses

WAVE Training provides participants with an overview of the WAVE solution. It offers a basic understanding of how WAVE delivers a Radio-over-IP solution; describes features, hardware, and software requirements; how to use applications; and provides instruction in designing, integrating, and troubleshooting the WAVE solution.



Training Tools

Training Kits

Training kits are essential suitcase equipment, labs and exercises that apply to some of the ASTRO, MOTOTRBO, WAVE and LTE solutions. These kits are used in addition to equipment, in order to prevent solution downtime while training is conducted. As part of specific on-site classes, shown in the table below, kits are included and shipped to our customers to allow students an in-depth, hands-on experience.

Table: Field Classes Training Kit Availability

Field Classes Training Kit Availability	
Networking Essentials	Server Virtualization
Applied Systems Networking	WAVE Certified Integration Engineer
Domain Controller	MOTOTRBO™ Systems Applied Networking

Tracking and Evaluation

All customer training is tracked and evaluated. The Project Manager and training team tracks and records all courses completed through the implementation of the project. Surveys are given to trainees to evaluate the trainers. Feedback is given and placed on our customer shared website.

Interactive End User Tool Kit (iEUTK)

The Interactive End User Tool Kit is a knowledge-transfer tool designed to accelerate learning through customizability. Using the iEUTK allows trainers to customize user/operator training to match unique button, feature programming, and displays provided in the system and radio codeplug. These tailored materials are developed by Motorola Solutions trainers using tool kits that allow customer trainers to modify training materials when radio or console features change. Personnel are taught how to maneuver through and tailor the iEUTK screens. The tailored selections are saved to an electronic file that the Motorola Solutions training team provides to the customer.

For a more detailed view of the training Motorola Solutions provides, please see our Product and System Technical Training Course Catalog:

<https://www.motorolasolutions.com/content/dam/msi/docs/services/learning/2018-na-learning-catalog.pdf>



Proposed Training Overview for Laramie County Combined Communications Center

In order to achieve the training goals identified by Laramie County Combined Communications Center, we propose the following courses.

Course Title	Target Audience	Sessions	Duration	Location	Date	Participants
CommandCentral AXS Dispatch Console ADMIN and CommandCentral AXS Dispatch Console Operator 3 training consoles Ratio: 2 per training console (Instructor-led)	Console Supervisors	2 (8-hour session)	2 days	Cheyenne, WY	Prior to Cutover	8

Course Descriptions for Laramie County Combined Communications Center

Course descriptions for Laramie County Combined Communications Center are included on the following pages.



CommandCentral AXS Dispatch Console Administrator

<p>Course Synopsis and Objectives:</p>	<p>This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in administration. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console administration.</p> <p>By the end of this course, the student will be able to:</p> <ul style="list-style-type: none"> · Operate, administer and configure a CommandCentral AXS Dispatch position for daily use within an organization · Identify the hardware components that make up the dispatcher position · Describe the Purpose of the CommandCentral AXS Dispatch application · Identify elements that make up the menu and toolbar structure within the Dispatch software · Perform dispatcher operations: <ul style="list-style-type: none"> ○ Communicating with radios: transmitting and receiving calls within group and individual communications categories ○ Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls ○ Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume ○ Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit
<p>Delivery Method:</p>	<p>ILT – Instructor-led training</p>
<p>Duration:</p>	<p>4 hours – CommandCentral AXS Dispatch Console Operator plus 4 hours – CommandCentral AXS Dispatch Console Administrator</p>



Participants:	Dispatch Console Administrators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None
Curriculum:	<p>Course Modules:</p> <ul style="list-style-type: none">- Course Introduction- CommandCentral AXS Console Overview- CommandCentral AXS Software Administrator Reference User Guide- Course Summary- Final Assessment



CommandCentral AXS Dispatch Console Operator

Course Synopsis and Objectives:	<p>This course provides students with an introduction to the Command Central AXS dispatch console, its basic operation and tailored job aids which will be available for assistance in operation. Through facilitation and hands-on activities, the user learns how to perform common tasks associated with the console operation.</p> <p>By the end of this course, the student will be able to:</p> <ul style="list-style-type: none"> - Operate and configure a CommandCentral AXS Dispatch position for daily operational use within an organization - Identify the hardware components that make up the dispatcher position - Describe the Purpose of the CommandCentral AXS Dispatch application - Identify elements that make up the menu and toolbar structure within the Dispatch software - Perform dispatcher operations: <ul style="list-style-type: none"> o Communicating with radios: transmitting and receiving calls within group and individual communications categories o Perform advanced signaling features i.e. Quicklists, Emergency call and alarms, Ambience Listening calls o Perform basic procedures within screen configurations i.e. expanding and compressing resources, adjusting volume o Perform basic procedures within resource groups i.e. multiselect or patch group, APB and patch transmit
Delivery Method:	ILT – Instructor-led training
Duration:	4 hours
Participants:	Dispatch Console Operators
Class Size:	Based on number of Training Consoles available (2 students per Console)
Prerequisite:	None



Curriculum:**Course Modules:**

- Course Introduction
- CommandCentral AXS Console Overview
- CommandCentral AXS Software Operator Reference User Guide
- Course Summary
- Final Assessment



Pricing Summary

Equipment and Services Summary

Description	Price (\$)
Dispatch Operator Equipment (Sourcewell Discount Applied)	\$762,908.40
Implementation Services	\$599,309.38
Total Dispatch Upgrade/Expansion	\$1,362,217.78
AXS Promotion for purchase by March 16, 2026	<\$525,000.00>
Total Dispatch Upgrade/Expansion with contract by March 16, 2026	\$837,217.78

Quote is valid until March 16, 2026.

The pricing for the AXS Consoles is contingent upon a promotional incentive. To secure this incentive, Customer agrees to take shipment of a mutually agreed-upon quantity of console equipment on or before March 31, 2026. Should shipment be delayed beyond this date due to Customer request or failure to provide a ready and secure delivery location, Motorola Solutions reserves the right to void this incentive and adjust the final contract price.

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Maintenance Outyears

Description	Price (\$)
Year 2 Maintenance Services	\$86,130.47
Year 3 Maintenance Services	\$90,435.05
Year 4 Maintenance Services	\$94,956.80
Year 5 Maintenance Services	\$99,704.64
Total Years 2-5 outyears.	\$371,226.96

If a purchase order for years 2-5, is not received within the price validity window, then the services pricing will reflect current support pricing at the time of purchase.



Payment Milestones

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

Milestone	Milestone Detail	Percentage
1	Completion of Contract Execution	20%
2	Shipment of Equipment	50%
3	Installation of Equipment at Customer Site	20%
4	Final Acceptance	10%

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

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

Due to significant market and tariff volatility, as well as fluctuations in the cost of energy and raw materials including, but not limited to, steel, copper, finished wood, and concrete, Motorola Solutions reserves the right to equitably adjust the contract price, completion schedule, and/or contract requirements. Additionally, Motorola Solutions reserves the right to apply a fuel surcharge to quoted freight rates based on the prevailing diesel cost at the time of shipment.

Inflation Review

For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, "All Items," Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. "All Items," not seasonally adjusted shall be used as the measure of CPI for this price adjustment. The



adjustment calculation will be based upon the CPI for the most recent twelve (12) month increment beginning from the most current month available as posted by the U.S. Department of Labor (<http://www.bls.gov>) immediately preceding the new maintenance year. For purposes of illustration, if in Year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base). Any pricing change would be documented in a change order executed with the Customer.



Contractual Documentation

This proposal is based upon and subject to the terms and conditions of the Sourcewell Cooperative Agreement #020625-MOT, its Exhibits and applicable Addenda..

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., and affiliated companies, with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity purchasing Products (as defined below) from Motorola (“**Customer**”). Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the earlier of (a) the first purchase of a Product from Motorola, and (b) the date of the last signature on the Agreement (the “**Effective Date**”).

1. Agreement.

1.1. Scope: Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) from Motorola. Additional terms and conditions applicable to specific Products are set forth in one or more agreed upon addenda incorporated within this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). This MCA, the applicable Addenda, and Proposal collectively form the Parties’ “**Agreement**”.

1.2. Order of Precedence. In interpreting this Agreement and resolving any ambiguities each Addendum will control with respect to conflicting terms in the Agreement, but only as applicable to the Products described in such Addendum. The Proposal will control with respect to conflicting terms in the MCA or any Addenda, but only as applicable to the Products and Services described in the Proposal.

2. Definitions.

“**Authorized Users**” means Customer’s employees and contractors engaged for the purpose of supporting or using the Products and Services on behalf of Customer, and that are not competitors of Motorola, and the entities (if any) specified in a Proposal or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

“**Change Order**” means a written amendment to this Agreement after the Effective Date.

“**Communications System**” is a solution that includes at least one radio Product, whether devices, software, or infrastructure, and requires Integration Services to deploy such radio Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer.

“**Contract Price**” or “**Fees**” means the charges applicable to the Products, excluding applicable sales or similar taxes and freight charges.

“**Confidential Information**” means any and all non-public information provided by one Party to the other that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being



clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. With respect to Motorola, Confidential Information will also include Products, and Documentation, as well as any other information relating to the Products.

“Customer Data” has the meaning given to it in the DPA.

“Customer-Provided Equipment” means components, including equipment and software, not provided by Motorola which may be used with the Products.

“Data Processing Addendum” or **“DPA”** means the Motorola [Data Processing Addendum](#) applicable to processing of data, including Customer Data, as updated, supplemented, or superseded from time to time. The DPA is incorporated into and made a part of this Agreement for all purposes pertaining to the contents of the DPA. Where terms or provisions in the Agreement conflict with terms or provisions of the DPA, the terms or provisions of the DPA will control with respect to the contents of the DPA.

“Delivery” means the applicable delivery for a Product as described in Section 5.7 of this Agreement.

“Documentation” means the documentation for the Products, or data, that is delivered or made available with the Products that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information.

“Equipment” means hardware provided by Motorola.

“Equipment Lease-Purchase Agreement” means the agreement by which Customer finances all or a portion of the Contract Price.

“Feedback” means comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including end users, in connection with or relating to the Products.

“Integration Services” means the design, deployment, implementation, and integration Services provided by Motorola in order to design, install, set up, configure, and/or integrate the applicable Products as agreed upon by the Parties.

“Licensed Software” means software which is made available to Customer by Motorola (for example software preinstalled on Equipment, accessible via a website provided by Motorola, or software installed on or made available for Customer-Provided Equipment) and is licensed to Customer by Motorola.

“Lifecycle Management Services” or **“LMS”** means upgrade services as set out in the applicable Proposal.

“Maintenance and Support Services” means the break/fix maintenance, technical support, or other Services described in the applicable Proposal.

“Motorola Data” means data owned by Motorola and made available to Customer in connection with the Products;

“Motorola Materials” means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates,



modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

“Non-Motorola Materials” means collectively, Customer or third-party equipment, software, services, hardware, content, and data that is not provided by Motorola.

“Proposal” means solution descriptions, pricing, equipment lists, statements of work (**“SOW”**), schedules, technical specifications, quotes, order forms, and other documents setting forth the Products to be purchased by Customer and provided by Motorola. The Proposal may also include an Acceptance Test Plan (**“ATP”**); a **“Payment”** Form (Communications System purchase only); or a **“System Acceptance Certificate”** (Communications System only), depending on the Products purchased by Customer.

“Products” or **“Product”** is how the Equipment, Licensed Software and Services being purchased by the Customer is collectively referred to in this Agreement (collectively as **“Products”**, or individually as a **“Product”**).

“Professional Services” are services provided by Motorola to Customer under this Agreement, including Integration Services, the nature and scope of which are more fully described in the Proposal.

“Prohibited Jurisdiction” means any jurisdiction in which the provision of such Products is prohibited under applicable laws or regulations.

“Services” means services, including access to services, as described in the Proposal, and includes Integration Services, Subscription Services, Professional Services, Maintenance & Support Services, and Lifecycle Management Services provided by Motorola.

“Service Completion Date” means the date of Motorola’s completion of the Services described in a Proposal.

“Service Use Data” has the meaning given to it in the DPA.

“Site” or **“Sites”** means the location where the Integration Services, Lifecycle Management Services, or Maintenance and Support Services will take place.

“Software-as-a-Service” or **“SaaS”** means a solution that includes at least one Subscription Service and associated Licensed Software, which may include, as an example, client software or a web page.

“Software System” means a solution that includes at least one Licensed Software Product and requires Integration Services to deploy such Licensed Software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided by or made available to Customer by Motorola.

“Subscription” means a recurring payment for Products, as set out in the Proposal.

“Subscription Services” or **“Recurring Services”** means Services, including access to Services, paid for on a subscription basis. Subscription Services includes services available through SaaS Products.

“Term” means the term of this MCA which will commence on the Effective Date and continue until six (6) months after the later of (a) the termination, expiration, or discontinuance of Services under the last Proposal



in effect, or (b) the expiration of all applicable warranty periods, unless the MCA is earlier terminated as set forth herein.

3. Products and Services.

3.1. Products. Motorola will sell (a) Equipment, (b) licenses to Licensed Software, and (c) Services to Customer, to the extent each is set forth in this Agreement. At any time during the Term, Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in this Agreement. All Licensed Software is provided pursuant to the terms of the [Software License Agreement](#).

3.2. Services.

3.2.1. Motorola will provide Services, to the extent set forth in this Agreement.

3.2.2. Integration Services; Maintenance and Support Services. Motorola will provide (a) Integration Services at the applicable Sites, agreed upon by the Parties, or (b) Maintenance and Support Services or Lifecycle Management Services, each as further described in the applicable SOW. Terms applicable to Maintenance, Support and Lifecycle Management can be found in the [Maintenance, Support and Lifecycle Management Addendum](#).

3.2.3. Service Proposals. The Fees for Services will be set forth in Motorola's Proposal. A Customer point of contact may be set forth in the applicable SOW for the Services.

3.2.4. Service Completion. Services described in a Proposal will be deemed complete upon the Service Completion Date, or as Services expire, or are renewed or terminated.

3.2.5. Professional Services

3.2.5.1. Additional Service Terms. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations; network security assessment or network monitoring; software application development Services; or transport connectivity services, [Additional Services Terms](#) apply.

3.3. Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:

[AI Terms](#)

[Comparison Manager](#)

[Data licensed from Motorola](#)

[Drone related Products](#)

[Mobile Video Products, such as LPR cameras, bodycams, or vehicle cameras, and related software](#)

3.4. Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a



recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

3.5. Customer Obligations. Customer represents that information Customer provides to Motorola in connection with receipt of Products are accurate and complete in all material respects. If any assumptions in the Proposals or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

3.6. Documentation. Products may be delivered with Documentation. Documentation is and will be owned by Motorola, unless otherwise expressly stated in a Proposal that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products.

3.7. Motorola Tools and Equipment. As part of delivering the Products, Motorola may provide certain tools, equipment, models, and other materials of its own. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on the Proposal. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Customer will safeguard all tools and equipment while in its custody or control, and be liable for any loss or damage. Upon the expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all such tools and equipment in its possession or control.

3.8. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products.

3.9. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products in any Prohibited Jurisdiction, and Customer will not provide access to the Products to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

3.10. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or a Proposal by submitting a Change Order to the other Party. If a requested change causes an increase or decrease in the Products, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.



4. Term and Termination.

4.1. Term. The applicable Addendum or Proposal will set forth the Term for the Products governed thereby.

4.1.1. Subscription Terms. Unless otherwise specified in the Proposal, if the Products are purchased as a Subscription, the Subscription commences upon Delivery of, or Customer having access to, the first applicable Product ordered under this Agreement and will continue for a twelve (12) month period or such other period identified in a Proposal (the “**Initial Subscription Period**”) and, unless otherwise stated in the Proposal, will automatically renew for additional twelve (12) month periods (each, a “**Renewal Subscription Year**”), unless either Party notifies the other of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a “**Subscription Term**”.) Motorola may increase Fees prior to any Renewal Subscription Year by notifying Customer of the proposed increase no later than thirty (30) days prior to commencement of the Renewal Subscription Year.

4.2. Termination. Either Party may terminate the Agreement or the applicable Addendum or Proposal if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Each Addendum and Proposal may be separately terminable as set forth therein.

4.3. Termination for Non-Appropriation. In the event any identified funding is not appropriated or becomes unavailable, the Customer reserves the right to terminate this Agreement for non-appropriation upon thirty (30) days’ advance written notice to Motorola. In the event of such termination, Motorola shall be entitled to compensation for all conforming Products delivered or performed prior to the date of termination.

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

4.5. Wind Down of Subscription. In addition to the termination rights in this Agreement, Motorola may terminate any Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Licensed Software or Subscription Services to customers.

4.6. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or a Proposal, Customer and the Authorized Users will return or destroy (at Motorola’s option) all Motorola Materials and Motorola’s Confidential Information in their possession or control and, as applicable, provide proof of such destruction, except that Equipment purchased by Customer should not be returned. If Customer has any outstanding payment obligations under this Agreement, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer agrees to pay Motorola for Products already delivered or performed. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer’s termination of this Agreement.



4.7. Equipment. In the event that Customer purchases any Product at a price below the published list price for such Product in connection with Customer entering into a fixed- or minimum required-term agreement for Products, and Customer or Motorola terminates the Agreement prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the published list price for the Product or such other amount set forth in writing. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment, Invoicing, Delivery and Risk of Loss

5.1. The Contract Price of \$_____, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

Motorola acknowledges the Customer may require the issuance(s) of a purchase order or notice to proceed as part of the Customer's procurement process. However, Customer agrees that the issuance or non-issuance of a purchase order or notice to proceed does not preclude the Customer from its contractual obligations as defined in this Agreement.

5.2. Fees. Fees and charges applicable to the Products will be as set forth in the applicable Proposal. Changes in the scope of Products described in a Proposal that require an adjustment to the Fees will be set forth in the applicable pricing schedule. The Fees for any Products exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), tariffs, fluctuations in the costs of energy, raw materials, and fuel. Motorola reserves the right to equitably adjust the Fees for these expenses upon written notice to Customer. Customer will reimburse Motorola for expenses reasonably incurred by Motorola in connection with the Products. The annual Subscription Fee for Products may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in a Proposal. Motorola may suspend Licensed Software and any Subscription Services if Customer fails to make any payments within thirty (30) days of invoice due date when due.

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

5.4. Invoicing. Motorola will invoice Customer as described in this Agreement and Customer will pay all invoices within thirty (30) days of the invoice date or as otherwise specified in writing. In the event Customer finances the purchase of the Motorola Products contemplated herein via Motorola Solutions Credit Corporation ("MSCC"), invoices for such purchase will be paid via the disbursement of the financing proceeds pursuant to the Equipment Lease - Purchase Agreement executed between the parties and the payment schedule enclosed therein shall control payment of the related invoices. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the



email address set forth in Section 5.6. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for Products.

5.5. Payment. Customer will pay invoices for the Products provided under this Agreement in accordance with the invoice payment terms set forth in Section 5.4. Generally, invoices are issued after shipment of Equipment or upon Motorola's Delivery of Licensed Software, Customer access to SaaS, or upon System Completion Date of a Software System, as applicable, but if a specific invoicing or payment schedule is set forth in the Agreement, such schedule will determine the invoicing cadence.

Motorola will have the right to suspend future Deliveries of Products if Customer fails to make any payments when due.

5.6. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: _____
 Address: _____
 Phone: _____

E-INVOICE. To receive invoices via email:

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

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

Name: _____
 Address: _____

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

Name: _____
 Address: _____
 Phone: _____

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

5.7. Delivery, Title and Risk of Loss. Motorola will provide to Customer the Products set forth in a Proposal, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in **Section 5.6** or otherwise provided by Customer in writing, using a carrier selected by Motorola.

Notwithstanding the foregoing and unless otherwise stated in a Equipment Lease - Purchase Agreement, Delivery of Equipment (and any incorporated Licensed Software) will occur, and title and risk of loss for the Equipment will pass to Customer, upon shipment by Motorola in accordance with ExWorks, Motorola's premises (Incoterms 2020). Customer will pay all shipping costs, taxes, and other charges applicable to the shipment and import or export of the Products and Services, as applicable, and Customer will be responsible for reporting the Products for personal property tax purposes.



Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the earlier of (a) electronic delivery of the Licensed Software by Motorola, or (b) the date Motorola otherwise makes the Licensed Software available for download or use by Customer. If agreed upon in a Proposal, Motorola will also provide Services related to such Products. Title to Licensed Software will not pass to Customer at any time. Delivery of SaaS Products will occur when the Services are made available to Customer.

5.8. Delays. Any shipping dates set forth in a Proposal are approximate. While Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for Delivery will not be of the essence, and delays will not constitute grounds for cancellation, penalties, termination, or a refund.

5.9. Future Regulatory Requirements. The Parties acknowledge and agree that certain Products (for example, cyber services) are in evolving technological areas and therefore, laws and regulations regarding Products may change. Changes to existing Products required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Products.

5.10. Resale of Equipment. Equipment may contain embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola, which will not be unreasonably denied, and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Customer will take appropriate security measures when disposing of Equipment, including the deletion of all data stored in the Equipment.

6. Sites; Customer-Provided Equipment; Non-Motorola Materials.

6.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the performance, installation and use of the Products at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola's access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites, but if and to the extent any such waivers are imposed, the Parties agree such waivers are void.

6.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

6.3. Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement



Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

6.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Products under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Products under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Proposal.

6.5. Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non-Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any Non-Motorola Materials with the Products, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Materials in connection with the Products. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Materials in connection with providing the Products, including the right for Motorola to access, store, and process such Non-Motorola Materials (e.g., in connection with SaaS Products), and to otherwise enable interoperation with the Products. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Materials with the Products, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Materials. If any Non-Motorola Materials requires access to Customer Data, Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Materials to access Customer Data, in connection with the interoperation of such Non-Motorola Materials with the Products.

6.6. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Materials (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Materials or failure to properly interoperate with the Products). If Customer receives notice that any Non-Motorola Materials must be removed, modified, or disabled within the Products, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Materials if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Materials poses or may pose a security or other risk or adverse impact to the Products, Motorola, Motorola's systems, or any third party (including other Motorola customers).

6.7. Motorola may provide certain Non-Motorola Materials as an authorized sales representative of a third party as set out in a Proposal. As an authorized sales representative, the third party's [terms and conditions](#) will apply to any such sales. Any orders for such Non-Motorola Materials will be fulfilled by the third party.

6.8. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the



Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain [third party flow-down terms](#) applicable to Motorola Products may apply.

6.9. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Materials with or in connection with a Software System or other Licensed Software provided by Motorola under this Agreement, without the express written permission of Motorola.

6.10. API and Client Support. Motorola will use reasonable efforts to maintain its Application Programming Interfaces (APIs) for each Software System, understanding that APIs will evolve. Motorola will support each API version for 6 months after introduction but may discontinue support with reasonable notice or without notice if a security risk is present. For Licensed Software requiring a local client installation, Customer is responsible for installing the current version. Motorola will support each client version for 45 days after its release but may update the client at any time, and does not guarantee support for prior client versions.

7. Representations and Warranties.

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

7.2. System Warranty. Subject to the disclaimers and exclusions below, Motorola represents and warrants that, on the date of System Acceptance (for Communications Systems), System Completion Date (for Software Systems), or Delivery, as applicable (a) the Communications System will perform in accordance with the descriptions in the applicable Proposal in all material respects, (b) the Software System will perform in accordance with the descriptions in the applicable Proposals in all material respects, and (c) if Customer has purchased any Licensed Software (but, for clarity, excluding SaaS Products) as part of such Communications System or Software System, the warranty period applicable to such Licensed Software will continue for a period of one (1) year commencing upon System Acceptance, System Completion, or date the Licensed Software is delivered (the "**Warranty Period**").

7.3. Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established [Software Support Policy](#) ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

7.4. SaaS. SaaS Products do not qualify for the System Warranty above.

7.5. Motorola Warranties - Services. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will



conform in all material respects to the descriptions in the applicable Proposal; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Proposal.

7.6. Motorola Warranties - Equipment. Subject to the disclaimers and exclusions set forth below, (a) for a period of one (1) year commencing upon the Delivery of Motorola-manufactured Equipment under **Section 5.7 – Delivery, Title and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; and (b) the warranties applicable to Motorola-manufactured Equipment set forth in herein shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

7.7. Warranty Claims: Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this Agreement. Unless a different remedy is otherwise expressly set forth herein, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferable.

7.8. Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

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

7.10. ADDITIONAL WARRANTY EXCLUSIONS. NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, LIQUIDS, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) FREIGHT COSTS FOR SHIPMENT TO REPAIR DEPOTS; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED



USER REQUIREMENTS, EQUIPMENT, OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

8. Indemnification.

8.1. General Indemnity. Motorola will defend, indemnify, and hold Customer harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding (“Claim”) for personal injury, death, or direct damage to tangible property to the extent caused by Motorola’s negligence, gross negligence or willful misconduct while performing its duties under this Agreement, except to the extent the claim arises from Customer’s negligence or willful misconduct. Motorola’s duties under this **Section 8.1 – General Indemnity** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise to the extent allowed by applicable law; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Claim.

8.2. Intellectual Property Infringement. Motorola will defend Customer against any third-party claim alleging that a Motorola-developed or manufactured Product (the “Infringing Product”) directly infringes a United States patent or copyright (“Infringement Claim”), and Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola’s duties under this **Section 8.2 – Intellectual Property Infringement** are conditioned upon: (a) Customer promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) Customer cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim.

8.2.1. If an Infringement Claim occurs, or in Motorola’s opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Customer (i) a prorated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is Licensed Software) or (ii) a credit for the Infringing Product, less a reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded Licensed Software).

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

8.2.3. This **Section 8.2 – Intellectual Property Infringement** provides Customer’s sole and exclusive remedies and Motorola’s entire liability in the event of an Infringement Claim.



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

9. Limitation of Liability.

9.1. EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY RECURRING SERVICES, THE MOTOROLA PARTIES' TOTAL AGGREGATE LIABILITY FOR ALL CLAIMS RELATED TO SUCH RECURRING SERVICES WILL NOT EXCEED THE TOTAL FEES PAID FOR THE APPLICABLE PRODUCT DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. EXCEPT FOR PERSONAL INJURY OR DEATH, THE MOTOROLA PARTIES WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF MOTOROLA HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

9.2. EXCLUSIONS FROM LIABILITY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS; (B) CUSTOMER-PROVIDED EQUIPMENT OR SITES; NON-MOTOROLA MATERIALS; THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR CONTENT; OR UNKNOWN OR UNAUTHORIZED COMBINATION OF PRODUCTS AND SERVICES; (C) LOSS OF DATA, HACKING, RANSOMWARE, THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF PRODUCTS NOT AUTHORIZED BY MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH THE PRODUCTS PROVIDED UNDER THIS AGREEMENT; (F)



DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (G) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS.

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

9.3. Statute of Limitations. Customer may not bring any claims against a Motorola Party in connection with this Agreement or the Products and Services more than one (1) year after the date of accrual of the cause of action.

10. Confidentiality.

10.1. Confidential Information. Customer and Motorola agree that, subject to any applicable freedom of information or public records legislation, Motorola's [Confidentiality Terms](#) apply to information shared between the Parties.

11. Proprietary Rights; Data; Feedback.

11.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to "Motorola Materials". Except when Motorola has expressly transferred title or other interest to Customer in writing, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights).

This Agreement does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Products and Services or other Motorola Materials, or permit any third party to do so.

11.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this Agreement including the right to Process (as defined in the DPA) and use the Customer Data as set forth in the DPA.

11.3. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to



Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

11.4. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this Agreement to the contrary, all fixes, modifications and improvements to the Services or Products conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

12. Acceptance

12.1. Communications System Acceptance. Unless further defined in the applicable Proposal or Statement of Work, System Acceptance for a Communications System occurs upon successful completion of Acceptance Tests as detailed in the Acceptance Test Plan. Motorola will provide ten days' notice before testing begins, and upon successful completion, both parties will sign an acceptance certificate. If the plan includes tests for subsystems or phases, acceptance occurs upon successful completion of those tests and separate certificates will be issued. If Customer believes the system has failed, they must provide a detailed written notice within thirty days; otherwise, System Acceptance is deemed to have occurred. Minor, non-material issues will not delay acceptance but will be addressed per a mutually agreed schedule. Customer use of the system before System Acceptance requires Motorola's written authorization and transfers responsibility for system operation to the Customer. Software System Completion is defined by Customer's Beneficial Use of each Product within the system, with "Beneficial Use" defined to occur thirty days after functional demonstration if not otherwise defined in the Proposal.

13. Force Majeure; Delays Caused by Customer.

13.1. Force Majeure. Except for Customer's payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.

13.2. Delays Caused by Customer. Motorola's performance of the Products will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Proposal). In the event of a delay under this **Section 13.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c) Customer will compensate Motorola for its out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors).

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

14.1. Governing Law. All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless Customer is the United States Government (or an agency thereof) or a state government or state agency or local municipality within the United States, in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Products and



Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply.

14.2. Negotiation; Mediation. The Parties will attempt to timely resolve the Dispute promptly through good faith negotiations. Either Party may initiate dispute resolution procedures by sending a notice of Dispute (“Notice of Dispute”) to the other Party. The Parties will choose an independent mediator within thirty (30) days of such Notice of Mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Unless otherwise agreed in writing, all in person meetings under this **Section 14.2 – Negotiation; Mediation** will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola’s intellectual property rights must be decided by a court of competent jurisdiction, in accordance with **Section 14.3 – Litigation, Venue, Jurisdiction** below.

14.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois, or in the case the Customer is the United States, a state agency, or local municipality, then the appropriate court in the State in which the Products and Services are provided. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.

15. General.

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

15.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, including an audit of total user licenses credentialed by Customer for any Licensed Software or SaaS Products, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Term, and for two (2) years thereafter, accurate records relating to any licenses granted under this Agreement to verify compliance with this Agreement. Motorola or a third party (“Auditor”) may inspect Customer’s and, as applicable, Authorized Users’ premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of the Agreement, in which case Customer will be responsible for such expenses and costs. In the event Motorola determines that Customer’s usage of the Licensed Software or SaaS Product exceeded the number of licenses purchased by Customer at a given time, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Agreement.



15.3. Assignment and Subcontracting. Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

15.4. Waiver. A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.

15.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

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

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

15.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

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

15.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.



15.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 – Customer Obligations; Section 4.6 – Effect of Termination or Expiration; Section 5 – Payment and Invoicing; Section 7.9 – Warranty Disclaimer; Section 7.10 - Additional Warranty Exclusions; Section 8.3 – Customer Indemnity; Section 9 – Limitation of Liability; Section 10 – Confidentiality; Section 11 – Proprietary Rights; Data; Feedback; Section 13 – Force Majeure; Delays Caused by Customer; Section 14 – Disputes; and Section 15 – General.

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

Governmental/Sovereign Immunity. The County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by entering into this Agreement. Further, the County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this Agreement. Designations of venue, choice of law, enforcement actions, and similar provisions shall not be construed as a waiver of sovereign immunity. The parties agree that any ambiguity in this Agreement shall be construed in favor of immunity.

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

Motorola Solutions, Inc.

Customer: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

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