

## **Maintenance and Support Agreement**

Motorola Solutions, Inc., a Delaware corporation (“Motorola”) having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and City of Columbus Division of Police (“Customer”), having a place of business located at 120 Marconi Blvd, Columbus, OH 43215, enter into this Maintenance and Support Agreement (“Agreement”), pursuant to which Customer will purchase and Motorola will sell the maintenance and support services as described below and in the attached exhibits. Motorola and Customer may be referred to individually as “party” and collectively as “parties.”

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

### **Section 1 EXHIBITS**

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

Exhibit A	“Covered Products, Support Options and Pricing”
Exhibit B	“Customer Support Plan”
Exhibit C	“Labor Rates”
Exhibit D	“Professional Upgrade Services Statement of Work”

### **Section 2 DEFINITIONS**

“CSR” means Motorola Solutions Customer Service Request System

“Equipment” means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

“Motorola” means Motorola Solutions, Inc., a Delaware corporation.

“Motorola Solutions Software” means Software that Motorola owns. The term includes Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases.

“Non-Motorola Solutions Software” means Software that a Third Party other than Motorola owns.

“Optional Technical Support Services” means fee-based technical support services that are not covered as part of the standard Technical Support Services.

“Patch” means a specific change to the Software that does not require a Release.

“Principal Period of Maintenance” or “PPM” means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

“Products” means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

“Releases” means an Update or Upgrade to the Motorola Software and are characterized as “On Demand Releases,” “Cumulative Updates,” “Supplemental Releases,” “Standard Releases,” or “Product Releases.” The content and timing of Releases will be at Motorola’s sole discretion.

An “On Demand Release” is a limited usage release defined as a release of Motorola Software that primarily will address a high priority issue and will be issued on an “as needed” basis; an On Demand Release will be superseded by the next issued On Demand Release or Cumulative Update.

A “Cumulative Update” is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates will be superseded by the next issued Cumulative Update.

A “Supplemental Release” is defined as an interim release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on the Customer’s specific configuration, a Supplemental Release might not be applicable.

A “Standard Release” is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that is reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).

A “Product Release” is defined as a release of Motorola Software considered to be the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola’s opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally.

On Demand Releases are identified by the fifth character of the five-character release number, shown here as underlined: “1.2.0.4.a,” Cumulative Updates by the fourth digit: “1.2.0.4.a,” Supplemental Releases are identified by the third digit: “1.2.0.4.a,” Standard Releases by the second digit: “1.2.0.4.a,” and Product Releases by the first digit: “1.2.0.4.a.”

“Residual Error” means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

“Services” means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

“Software” means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

“Specifications” means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

“Standard Business Day” means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

“Standard Business Hour” means a sixty (60) minute period of time within a Standard Business Day(s).

“Start Date” means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

“System” means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to a System Agreement between Customer and Motorola.

“Technical Support Services” means the remote telephonic support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

“Update” means an On Demand Release, Cumulative Update, Supplemental Release or Standard Release.

“Upgrade” means a Product Release.

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

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Motorola will provide to the Customer the Services as described in this Maintenance and Support Agreement and as indicated in the Covered Products, Support Options and Pricing Exhibit. Services will apply only to the Products described in the Covered Products Exhibit.

3.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is ten (10) months, beginning on the Start Date.

3.3. This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance and support period is renewed or (2) immediately when Customer acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Motorola's consent provided (a) Customer pays to Motorola the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Covered Products, Support Options and Pricing Exhibit.

3.6. Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1. Motorola will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Exhibits. The level of Technical Support depends upon the Customer's selection as indicated in the Covered Products, Support Options and Pricing Exhibit. Any Technical Support Services that

are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2. Motorola will provide to Customer without additional license fees an available Cumulative Update, Supplemental, or Standard Release for Motorola's PremierOne Applications after receipt of a request from the Customer. Motorola will provide on site and/or remote support and installation for Supplemental or Standard software upgrades. The Customer is responsible for other services and any necessary Equipment or third party software in connection with Supplemental or Standard Releases. On Demands and Cumulative Updates are designed to be delivered remotely. Services for onsite delivery related to On Demands and Cumulative Updates as requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Customer must pay for any additional license fees, costs or other services, and any necessary Equipment related to additional licenses. Motorola's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4 Along with maintenance Software Releases, Motorola will make available new purchasable products, features and modules which are separate and distinct from the mainstream PremierOne line of Products. Newly released Products may have PremierOne as a pre-requisite and/or share some portion of the PremierOne code base. Customers are not entitled to these products, features and modules, or upgrades to them within this Maintenance and Support Agreement, if they have not purchased the required licenses.

3.6.5. As part of the Software development process Motorola makes every reasonable effort to lessen impact to customer operations. Any change to existing functionality is done after thorough review of customer feedback and with announcement of said change. When it's not technically feasible to meet a particular requirement Motorola will proactively communicate the changes. Beyond these efforts Motorola does not warrant that a Release will meet Customer's particular requirement, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Errors addressed as part of the Software Release will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, Motorola will make available services to integrate these capabilities and functions to the updated or upgraded version of the Software, which services may be fee based.

3.6.6. Except as provided in Section 3.6.7, Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.6.7. Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release concerning the following Software: Customer Service Request, Case Management, Integration Framework, and Integration Framework Express.

3.7. The Maintenance and Support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use a UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems and performing System backup. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training (if available). The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist Motorola in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

3.10 Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees).

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

#### **Section 4. RIGHT TO SUBCONTRACT AND ASSIGN**

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

subcontract any of the work; however, subcontracting will not relieve Motorola of its duties under this Agreement.

## **Section 5. PRICING, PAYMENT AND TERMS**

5.1 Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit. At the time of contract execution, Customer is committing to ten (10) months of Maintenance and Support for a total price of \$203,930.00. The term prices shown in the Covered Products, Support Options and Pricing Exhibit will be invoiced annually in advance of the period of service. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within thirty (30) days after the date of each invoice; such payments will be in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution. Customer affirms that a purchase order or notice to proceed is not required to pay for annual support and maintenance. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment per this Agreement.

5.2 If Customer requests, Motorola may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.3 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Motorola. If such charges are imposed upon Motorola, Customer will reimburse Motorola upon receipt of proper documentation of such assessments.

## **Section 6. LIMITATION OF LIABILITY**

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

## **Section 7. DEFAULT/TERMINATION**

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when

due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Motorola will immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information includes: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Motorola to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Motorola in connection with this Agreement that is required by law to be held confidential.

7.5 Termination by Customer prior to expiration for any reason other than Motorola default, will result in an early termination fee equal to the discount applied to the invoices for this term. Discounts for the term can be found on the Covered Products, Support Options and Pricing Exhibit.

## **Section 8. GENERAL TERMS AND CONDITIONS**

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

Customer: City of Columbus Department of Technology  
Attn: Joe VonVille  
1111 East Board Street  
Columbus, OH 43205

Motorola Solutions, Inc.  
Attn: Legal, Corporate Communications & Government Affairs  
500 West Monroe Street, 43rd Floor  
Chicago, IL 60661

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

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

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered Maintenance and Support Services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Ohio if Licensee is not a sovereign government entity.

**Section 9. CERTIFICATION DISCLAIMER**

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

**Section 10. COMPLIANCE WITH APPLICABLE LAWS**

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the day and year first written above:

<b>MOTOROLA SOLUTIONS, INC.</b>	<b>CITY OF COLUMBUS Department of Technology</b>
By: 	By: _____
Name: <u>Chris Carroll</u>	Name: _____
Title: <u>MSSSI Vice President &amp; Director, Sales</u>	Title: _____
Date: <u>June 1, 2018</u>	Date: _____

**Exhibit A**
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**
**MAINTENANCE AND SUPPORT AGREEMENT 407 TERM: 3/1/2018-12/31/2018**

<b>CUSTOMER AGENCY</b>	<b>City of Columbus Department of Technology</b>	<b>BILLING AGENCY</b>	<b>City of Columbus Division of Police</b>
Address	120 Marconi Blvd	Address	1111 East Broad Street
City, State, Zip	Columbus, OH 43215	City, State, Zip	Columbus, OH 43205
<b>Contact Name</b>	<b>: Brad Seaholm</b>	<b>Contact Name</b>	<b>Joe VonVille</b>
Contact Title	Technical Services Manager	Contact Title	IT Account Manager
Telephone Number	614-645-4765	Telephone Number	(614) 645-1527
Email Address	sseaholm@columbuspolice.org	Email Address	JPVonVille@columbus.gov

**For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding prompt by product**

**Site Identification Numbers**

<b>Product Group</b>	<b>Site Identification Number</b>	<b>Phone Prompt</b>
PremierOne Records™	PSA431200_(RMS)	2

**Standard Services Include:**

Customer Support Plan	Third-party Vendor Coordination	Virtual Private Network VPN Tool
Case Management 24x7	On-site Support (when applicable)	System Self Monitoring Tools (P1)
Technical Support 9x5	Software Releases, as defined	Microsoft Embedded Maintenance
		Access to Users Group Site

**MOTOROLA SUPPORTED PRODUCTS**

<b>Product</b>	<b>Description</b>	<b>Technical Service Level</b>	<b>Qty</b>
PremierOne Records™	PremierOne Records™ RMS Module	24x7	1
	Narcotic Module		1
	Internal Affairs Module		1
	PremierOne Records™ Server License		1
	PremierOne Records™ Client License (concurrent)		250
	PremierOne Records™ Mobile Client License (concurrent)		250
	Property & Evidence Module		1
PremierOne Records™ Interfaces	Matrix Crime Interface - Project #OHP15137A	24x7	1
	OH-1 (Ohio DPS Crash Data) Interface - SC #2655/FO #3313050170057/SA 1073		1
	CopLogic Interface - SC #2655/FO #3313050170057/SA 1073		1

**Exhibit A Continued**
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**
**MAINTENANCE AND SUPPORT AGREEMENT 407**
**TERM: 3/1/2018-12/31/2018**
**Optional Services Available:**

24x7 Technical Support	Users Conference Advance Purchase**
Professional Services Upgrades*	On-site Support Dedicated Resource
Hardware Refresh*	GeoFile Services
Professional Services Consultation	Time and Materials
Professional Services Training	Lifecycle Services*

*\*Require Multi-year Agreement*
**\*\*USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS**

<b>Users Conference Attendance (\$2,650 per Attendee) Includes:</b>	<b>Year</b>	<b>2018</b>	<b>Number Attendees</b>	<b>4</b>
<ul style="list-style-type: none"> <li>• Registration fee</li> <li>• Roundtrip travel for event (booked by Motorola)</li> <li>• Hotel accommodations (booked by Customer Agency per Motorola website instructions)</li> <li>• Ground Transportation (booked by Motorola)</li> <li>• Daily meal allowance<sup>1</sup></li> </ul>				

<sup>1</sup> Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

**OPTIONAL SUPPORT SERVICES**

<b>Service</b>	<b>Description</b>	<b>Qty</b>
Users Conference	Users Conference 2018	4
Software Upgrade Service	PremierOne Records™ Software Upgrade Services (Up to two (2) Software Upgrade Services within the 3-Year & 10-Month (March 31, 2018 to December 31, 2021) Term)	See Exhibit D

**SUPPORT FEES SUMMARY**

<b>Product</b>	<b>Service Level</b>	<b>Term Fees</b>
PremierOne Records™	24x7	\$190,180.00
PremierOne Records™ Interfaces - SC #2655/FO #3313050170057/SA 1073	24x7	\$3,150.00
PremierOne Records™ Interface Add-on - Project #OHP15137A	24x7	WARRANTY 1/1/2018-12/31/2018
<b>SUBTOTAL MOTOROLA SUPPORT</b>		<b>\$193,330.00</b>
Four (4) Users Conference 2018 Attendees		\$10,600.00
PremierOne Records™ Software Upgrade Services (Up to two (2) Software Upgrade Services within the 3-Year & 10-Month (March 31, 2018 to December 31, 2021) Term)		\$29,464.00
<b>SUBTOTAL OPTIONAL SUPPORT SERVICES</b>		<b>\$40,064.00</b>
<b>Discount</b>		<b>(\$29,464.00)</b>
<b>GRAND TOTAL</b>		<b>\$203,930.00</b>
<b>MONTHLY PAYMENT</b>		<b>\$20,393.00</b>

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**Exhibit B**

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**CUSTOMER SUPPORT PLAN**

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**MAINTENANCE AND SUPPORT AGREEMENT**    407                      **TERM:**    3/1/2018-12/31/2018  
**CUSTOMER:**    City of Columbus Division of Police

**Introduction**

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

***I. Service Offerings***

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst (“CSA”) or Technical Support Analyst (“TSA”) or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

**Service Levels**

	Logging, dispatching and tracking service requests
	Selected 1 <sup>st</sup> call support, triage and resolution
	Telephone and/or on-site support for normal technical requirements
	High-level technical support prior to Engineering escalation
	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

## **II. Accessing Customer Support**

### *The Motorola Solutions System Support Center Operations*

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center (“SSC”) provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola On-Line**
3. **Email Case Ticketing**

### **Option 1 - Call Motorola Solutions System Support Center**

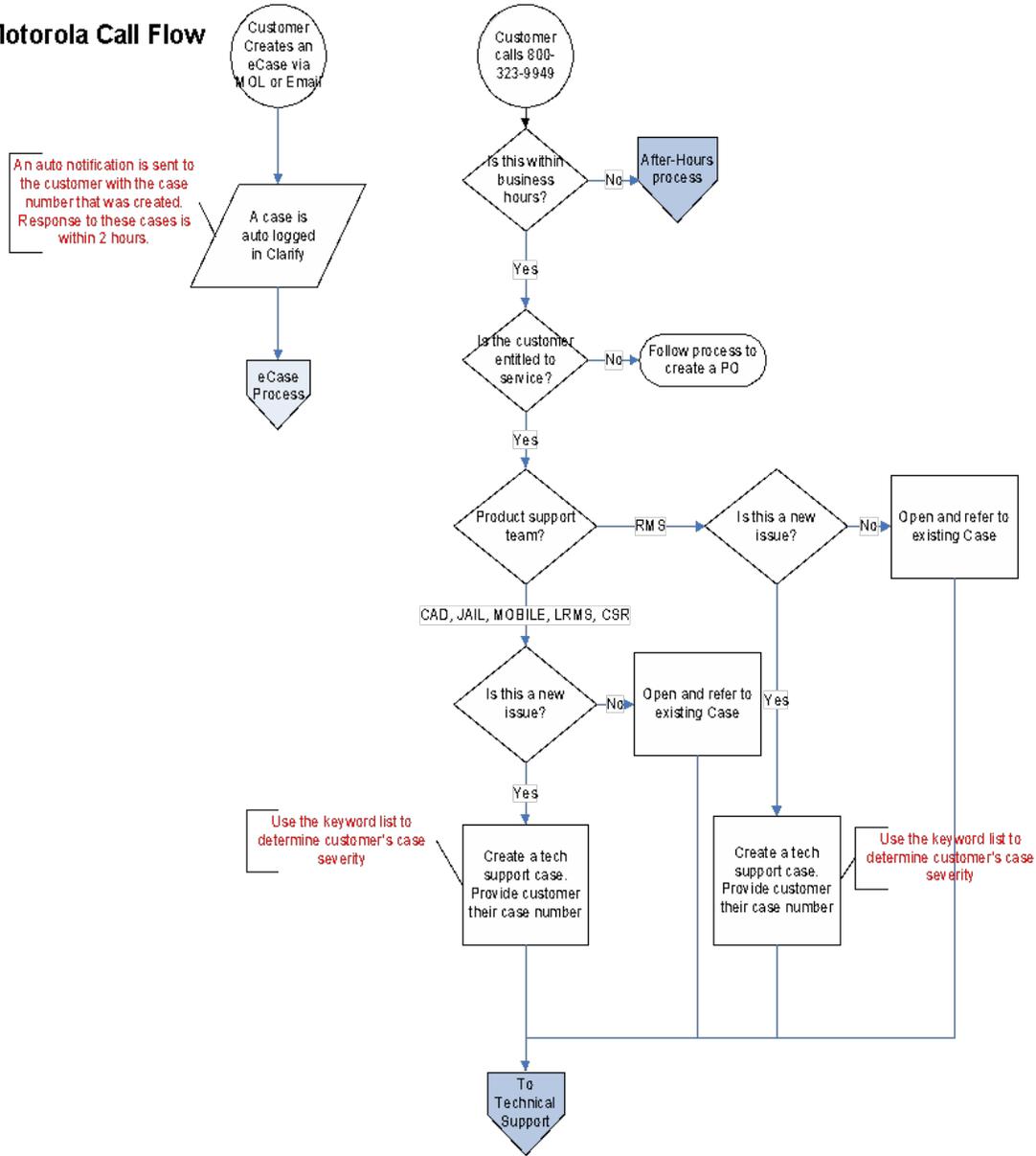
#### **Call Motorola Solutions Toll free 800-323-9949**

- Select from the auto attendant as follows:
  - **Option 2** – Technical Support of Infrastructure Products
  - Then select **Option 6** – Public Safety Applications
  - Next select the appropriate system type option
    1. CAD
    2. RMS, Records
    3. Mobile Applications
    4. Jail Management Systems
    5. Law Records (LRMS)
    6. Customer Service Request System (CSR)
    0. All Other Applications

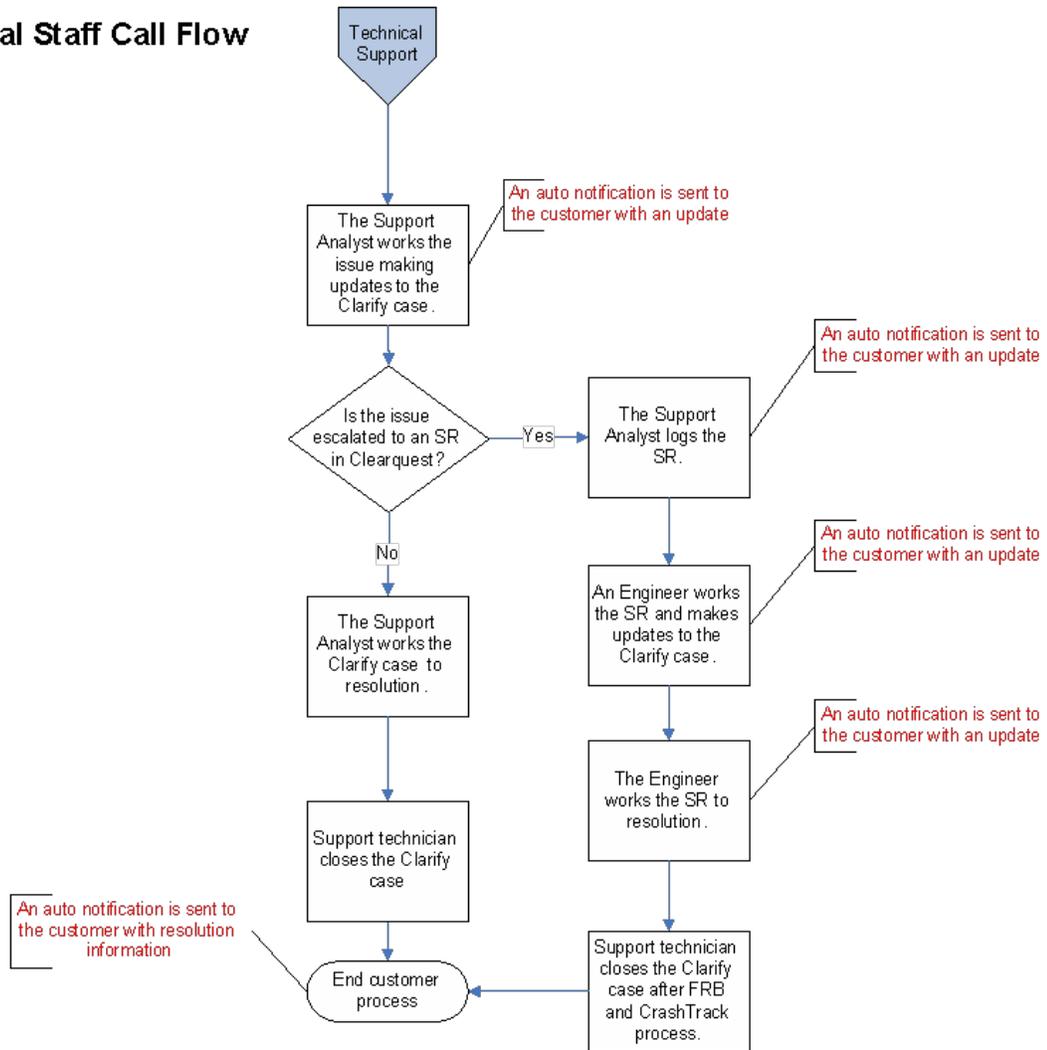
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.

**Motorola Call Flow**



### Technical Staff Call Flow



## How to Obtain Technical Support for Products

<p><b>Step 1.</b> Call the Motorola Solutions System Support Center 1-800-323-9949</p> <p><b>Step 2.</b> Select option 2 (Technical Support)</p> <p><b>Step 3.</b> Select option 6 (Public Safety Applications)</p> <p><b>Step 4.</b> Select product specific option</p> <p><b>Step 5.</b> Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)</p>
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<p><b>Step 6.</b> Provide Your Information</p>	<p>Caller Name</p> <p>Contact Phone Number</p> <p>Description of problem</p> <p>Severity of system problem determined at time of call</p> <p>Time available for call back</p> <p>Email address</p>
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<p><b>Step 7.</b> Case Number Generated</p>	<p>Caller will receive a Case number for tracking the service request.</p>
<p>Check Status</p>	<p>The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.</p>
<p>Case Assignment</p>	<p>The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.</p>
<p>Standard Response Time</p>	<p><b>RESPONSE</b> See Section III for Severity Level definitions</p> <p>Severity 1: 1 hour</p> <p>Severity 2: 3 business hours</p> <p>Severity 3: 6 business hours</p> <p>Severity 4: 2 business days</p>

<p><b>Step 8.</b> Notification of CASE All Activity</p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>
<p>Notification of CASE Open/Close Activity</p>	<p>Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure.</p> <p>To request case notifications, please contact your Support Manager.</p>

## **Option 2 - Submit a ticket via eCase Management from Motorola On-Line**

Motorola On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

### **Setting Up a Motorola Solutions On-Line Account**

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorolasolutions.com> and follow the directions on the link for “[Sign Up Now.](#)”

**A User ID and Password are not required for setting up your account.** After accessing the link above, indicate in the “Additional Information” field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

### **Accessing the Technical Case Management web site**

Once you have set up your agency’s Motorola On-Line Account, to access the site simply log onto Motorola at [businessonline.motorolasolutions.com](https://businessonline.motorolasolutions.com) with your user ID and password, click on the **Contact Us**  **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

### **Primary Features of On-Line Technical Case Management**

Motorola customers have three main functions available through Motorola On-Line to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

#### *A. Open a New Case*

1. Log into Motorola Solutions On-Line
2. Click on the “Case Mgmt”  Open Case



Welcome PSA Customer | [ContactList](#) [Help](#) [Logout](#)

**MOTOROLA SOLUTIONS** Search

Buying Center ▾ Resource Center ▾ Training ▾ Order Status ▾ My Carts ▾ Repair Center Account Status Settings ▾ **Case Mgmt ▾**

[Change](#) MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL

Open Case

Search Cases

Home  
(800) 814-0601 Contact Motorola Solutions for your customer care needs.  
**HOME**

3. Select the Reason Code = **System Support Issue** (and the page will automatically reload)
4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications System**
6. Fill in a detailed description of your issue
7. Click "Create Case"

**Open Case**

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

**Contact Name:** PSA Customer WebID  
**Contact Phone:** 8008140601  
**Contact Email:** PT1728@MOTOROLASOLUTIONS.COM

**Reason:** System Support Issue ▼

**Title:**

**System Support Site:** Please Specify ▼

**Case Type:** Please Specify ▼

**Severity:** Please Specify ▼

**System:** Please Specify ▼

**Description:**

Create Case

8. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes "expand all" and "collapse all" buttons for case notes.

### B. Search for an Existing Case

1. Log into Motorola On-Line
2. Click on the "Case Mgmt"  Search Case
3. Enter the exact case number or enter search criteria to find a range of tickets
4. Click "Got To" or "Search"

**Open Case**

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

**Contact Name:** PSA Customer WebID  
**Contact Phone:** 8008140601  
**Contact Email:** PT1728@MOTOROLASOLUTIONS.COM

**Reason:** System Support Issue ▼

**Title:**

**System Support Site:** Please Specify ▼

**Case Type:** Please Specify ▼

**Severity:** Please Specify ▼

**System:** Please Specify ▼

**Description:**

- Buying Center ▾
- Resource Center ▾
- Training ▾
- Order Status ▾
- My Carts ▾
- Repair Center
- Account Status
- Settings ▾
- Case Mgmt ▾**

[Change](#) MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL

- Open Case
- Search Cases

Home  
(800) 814-0601 Contact Motorola Solutions for your customer care needs.

**HOME**

### Go Directly to Case

Case Number:

(Please enter the exact case number.)

[Go To](#)

### Enter Search Criteria

Case Number:

Title:

Type:  ▾

Condition:  ▾

01 Sep 2002 

To

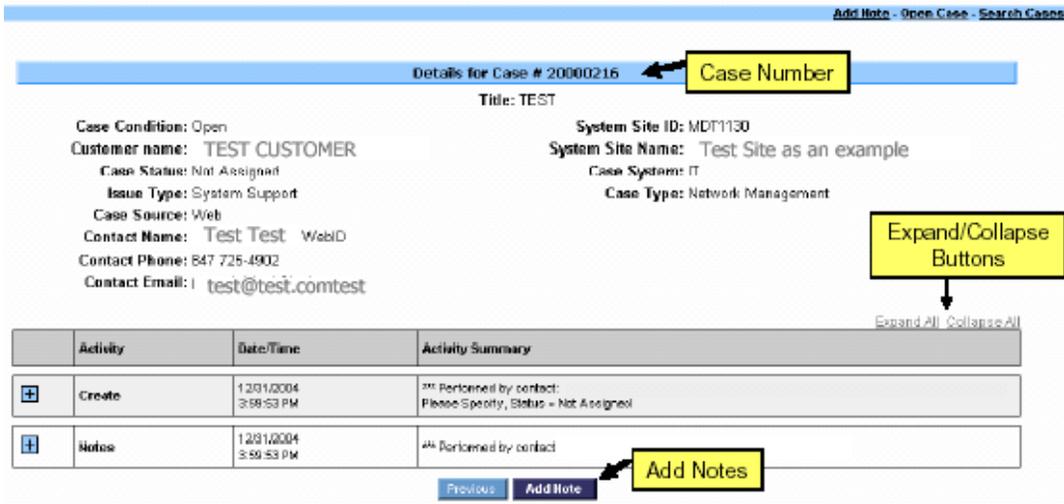


[Reset](#)

[Search](#)

### C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the “Add Notes” button



[Add Note](#) - [Open Case](#) - [Search Cases](#)

**Details for Case # 20000216** ← **Case Number**

Title: TEST

Case Condition: Open	System Site ID: MDM1130
Customer name: TEST CUSTOMER	System Site Name: Test Site as an example
Case Status: Not Assigned	Case System: IT
Issue Type: System Support	Case Type: Network Management
Case Source: Web	
Contact Name: Test Test WebID	
Contact Phone: 847 725-4902	
Contact Email: test@test.comtest	

**Expand/Collapse Buttons**

[Expand All](#) [Collapse All](#)

Activity	Date/Time	Activity Summary
 Create	1/28/2004 3:58:53 PM	*** Portcensored by contact: Please Specify, Status = Not Assigned
 Notes	1/28/2004 3:59:53 PM	*** Portcensored by contact

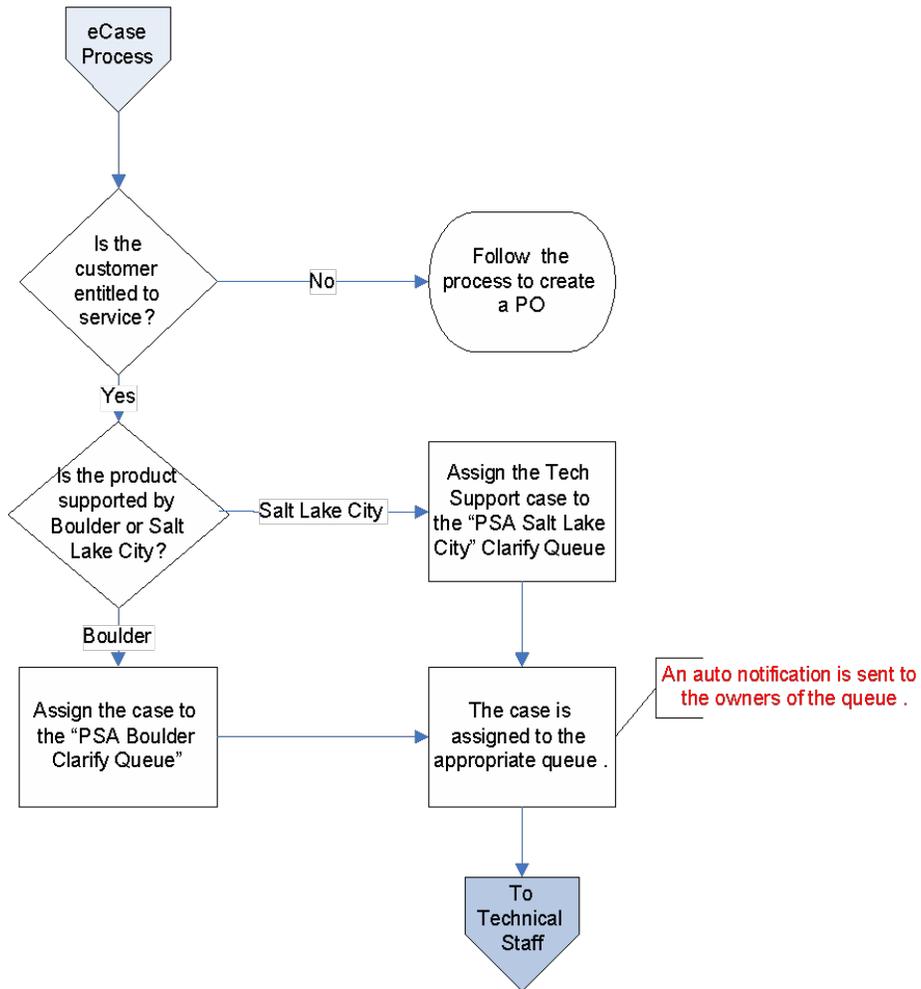
[Previous](#) [Add Note](#) **Add Notes**

### **Motorola Solutions On-Line Support**

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola On-Line eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:  
Browser: Internet Explorer 5.0 or greater  
Valid MOL user ID and Password

**Motorola On-line Flow**



### **Option 3 - Submit a ticket via Email Case Management**

An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below:

1. Address your email to [PSACASE@motorolasolutions.com](mailto:PSACASE@motorolasolutions.com)
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID =** followed by the site identification number of the system location
4. Type **Product Type=** followed by the product family type. Choose from the following list:
  - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
  - CSR (CUSTOMER SERVICE REQUEST)
  - INFOTRAK, LRMS
  - JAIL MANAGEMENT (OFFENDERTRAK)
  - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
  - NETRMS
5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number =** followed by the area code and phone number where the contact person maybe reached
8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description =** followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support at 1 800-323-9949 for further assistance.

Subject: PSA Service Request: NetRMS Reports Not Functioning

**Site ID number:** PSA1234\_(NetRMS\_) *(Clarify site identification number)*  
**Product type:** NetRMS *(Specific product such as LRMS, NetRMS, PremierMDC, etc.)*  
**Contact first name:** John  
**Contact last name:** Doe  
**Phone number:** 303-123-4567  
**Severity level:** Level 3 *(Email ticketing is available for severity levels three and four only)*  
**Problem description:** NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports *(Include a comprehensive description of the problem)*

**SAMPLE Email Ticket Formatting:**

### III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	<b>Total System Failure</b> - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within <b>1 Hour of initial voice notification</b>
2	<b>Critical Failure</b> - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within <b>3 Business Hours of initial voice notification during normal business hours</b>
3	<b>Non-Critical Failure</b> - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within <b>6 Business Hours of initial notification during normal business hours</b>
4	<b>Inconvenience</b> - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within <b>2 Standard Business Days of initial notification</b>

*Incoming cases are automatically assigned an initial **Severity Level of 3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

## **Severity Level One Escalation**

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

<b>Escalation Policy- Severity Level 1</b>		
<b>CRITICAL</b>	<b>ACTION</b>	<b>RESPONSIBILITY</b>
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

- 3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.
- 3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 **Error Correction Status Report.** Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

## **IV. Key Responsibilities**

### **4.1 Motorola Responsibilities**

- 4.1.1 **Support on Motorola Software.** Motorola will provide any required software fixes in the form of either a “patch” or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 **Motorola Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer’s primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.
- 4.1.3 **Remote Installation.** At Customer’s request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 **Software Release Compatibility.** At Customer’s request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 4.1.8 **Principle Period of Maintenance.** At Customer’s request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 **Compliance to Local, County, State and/or Federal Mandated Changes.** (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to NCIC and state interfaces are not part of the covered Services. Federal and State mandated changes for IBR and UCR are included in Motorola’s standard maintenance offering.
- 4.1.10 **Anti-virus Software.** At Customer’s request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer’s application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 **Account Reviews.** Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 **Reports.** Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 **Maintenance Contract Administration.** Motorola’s Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency’s budgetary requirements and cycle. Motorola offers various levels of support to meet an agency’s requirements, for example:

- Telephone, VPN support for software fixes
- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

## 4.2 **Customer Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 4.2.3 **Escalate Appropriately.** Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit.
- 4.2.4 **Support on Hardware.** Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3<sup>rd</sup> party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 4.2.5 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.6 **Anti-virus software.** Run installed anti-virus software.
- 4.2.7 **Operating System (“OS”) Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

# Trouble Report Form

<b>Agency Name:</b>		<b>Motorola Case Number:</b>	
<b>Contact Name:</b>		<b>E-mail Address:</b>	
<b>Contact Phone:</b>		<b>Contact Fax:</b>	
<b>Severity Level:</b>		<b>CAD Correction#:</b>	
<b>Subject:</b>			
<b>Product/Version:</b>			

**Problem Description:** Please ensure that the description provided is as detailed as possible. Including accurate details, helps Motorola to resolve the issue promptly and successfully. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.

**Steps to Duplicate:** Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.

Step One:	
Step Two:	
Step Three:	
Step Four:	
Step Five:	
Step Six:	
Step Seven:	

Additional Steps:

<b>Expected Results:</b>	
<b>Actual Results:</b>	
<b>Configuration Checked:</b>	

## V. Customer Call Flow

*To Be Provided By Customer*

## VI. Contact Information

### Motorola Contacts

CONTACT	PHONE NUMBER
<b>Motorola Solutions System Support Center</b>	<b>(800) 393-9949</b>
Linda Hudson Senior Manager, Technical Support Linda.Hudson@motorolasolutions.com	(303) 527-4017 - office
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764 - office
Jeff Dolph Tier 1 - Technical Support Manager JeffDolph@motorolasolutions.com	(303) 527-4038 - office (303) 319-8935 - mobile
Wayne Parent Technical Support Lead – Records Applications Wayne.Parent@motorolasolutions.com	(801) 234-9971 - mobile
Mark Blaser Customer Support Manager mark.blaser@motorolasolutions.com	(440) 865-4306 - mobile

### Customer Contacts (to be provided by Customer)

<u>Customer Agency Name:</u> City of Columbus Division of Police Address: 120 Marconi BLVD City, State and Zip: Columbus Ohio, 43215
<u>Billing Contact Name:</u> Joe Vonville Phone No: 614-645-1527 Email: jpvonville@columbus.gov
<u>Backup System Administrator Name:</u> Brian Spann Phone No: 614-645-4307 Email: bspann@columbuspolice.org
<u>Service Escalations Contact Name:</u> Brad Seaholm Title: Technical Services Manager Phone No: 614-645-7465 Email: sseaholm@columbuspolice.org

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**Exhibit C**  
**LABOR RATES**

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**MAINTENANCE AND SUPPORT AGREEMENT**    407                      **TERM:**    3/1/2018-12/31/2018  
**CUSTOMER:**    City of Columbus Division of Police

The following are Motorola's current labor rates, subject to an annual change.

**The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:**

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

**The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:**

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

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**Exhibit D**

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**PROFESSIONAL UPGRADE SERVICES STATEMENT OF WORK**

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**MAINTENANCE AND SUPPORT AGREEMENT**    407                      **TERM:**    3/1/2018-12/31/2018**CUSTOMER:**    City of Columbus Division of Police**A. General Information**

This document describes the scope of work involved in providing enhanced Lifecycle services throughout the duration of the maintenance and support period. The Lifecycle services are provided in accordance with the terms and conditions of the Motorola Solutions Inc. Maintenance and Support Agreement and are hereby referred to as "Lifecycle Services".

Nothing in this Statement of Work is meant to supersede, replace or amend the terms and conditions stated in the Motorola Solutions Inc. Maintenance and Support agreement.

**B. Scope of Service****Upgrade Services**

Upgrade Services are a component of Lifecycle Services and are defined in scope as the labor services required to execute on the planning, delivering, testing and training of Motorola Standard Releases of software to the Customer when and if Standard Releases of software become available for those solutions components identified in Exhibit A Description of Motorola Supported Products contained within the Motorola Solutions, Inc. Maintenance and Support Agreement.

If, exclusive of the Upgrade Professional Services, the customer includes in the Motorola Maintenance and Support Agreement dedicated onsite system support personnel, the onsite representative(s) will be involved in and incorporated as a part of the upgrade services as described in this Professional Upgrade Services Statement of Work.

At the time of proposal, Motorola has identified the covered software products as follows:

- PremierOne Records™

**C. Upgrade Timing and Delivery Overview**

Per the terms of this Agreement, when and if a Standard Release version becomes available, Motorola will perform services described in this Statement of Work for up to two (2) software upgrades, not to exceed a total of two (2) software upgrades during the ten (10) months (3/1/2018-12/31/2018) and three (3) years (1/1/2019-12/31/2021) agreement. During this term of 10 month, the 4.3 Software Upgrade and the interface to CAD is included in these terms and conditions.

Those interfaces currently covered under the terms and conditions of the maintenance and support agreement will be tested for compatibility with the upgrade to verify conformance with the functionality supported prior to the installation of the current Standard Release version.

**D. Assumptions**

1. Customer will continue to provide all network infrastructure. Motorola's proposal makes no provision for cabling or capital improvements to the installation environment and power consumption considerations that may be required to support the PremierOnesolution.

2. The Customer is responsible for providing all hardware in conformance with the specifications provided by Motorola, unless the Customer elects to have Motorola provide the hardware.
3. The Customer will maintain responsibility for connectivity to all external systems.
4. The PremierOne Records system may be unavailable for production use during the upgrade. The Customer should make provisions for operating manually in this event.
5. The Customer will provide technical resources to support installation and testing of the upgrade.
6. The Customer will act as liaison with all user agencies and other outside agencies and/or organizations, if/as necessary.
7. Unless specifically stated in the Statement of Work, all Motorola work is considered complete upon conclusion of the last Motorola task in a series of tasks as presented in the Statement of Work.

#### **E. Project Kickoff Teleconference**

The purpose of the Project Kickoff activity is to introduce project participants, review the scope of the project and establish the project schedule.

##### **Motorola Responsibilities**

1. Schedule and facilitate the kick-off meeting to clarify roles and responsibilities and finalize the schedule for the upgrade activities.
2. Plan installation dates and activities with the Customer.
3. Deliver product release documentation.

##### **Customer Responsibilities**

1. Provide input to the final project schedule dates.
2. Distribute product release documentation to users.

##### **Motorola Deliverables**

<b>Title</b>	<b>Description</b>	<b>Format</b>
Project Schedule	A Project Schedule reflective of mutually agreeable task dates.	Microsoft Word document

#### **F. Hardware and Software**

The software upgrade will be performed on the existing hardware, unless Motorola notifies the customer that additional hardware is required to support the software version.

#### **G. Software Upgrade**

The upgrade software will be installed and configured in the Test/Training environment to support testing and to validate release functionality. It is expected this will be performed approximately two to four weeks prior to the production upgrade.

##### **Motorola Responsibilities**

1. Install the upgraded version of software on the test/training server.
2. Restore Customer data to the new application and database servers.
3. Verify PremierOne functionality in accordance with release criteria.
4. Notify Customer of availability of the test environment so Customer can perform testing activities.

5. Address issues the Customer identifies during testing.

#### Customer Responsibilities

1. Conduct testing on the test/training server and based on the product release documentation and notify Motorola of any functional errors or anomalies.
2. Acknowledge the delivery of the functionality introduced in the release.

#### Motorola Deliverables

Title	Description	Format
Verification of System Readiness	Testing results that verify the system is functioning in accordance with release criteria and agreement to proceed with production upgrade.	Microsoft Word document

### H. Production System Upgrade and Cutover

The objective of this activity is to perform the tasks required to complete the upgrade of the production PremierOne Records system.

#### Motorola Responsibilities

1. Provide necessary on-site resource(s) to perform the upgrade and to provide support during business hours on the day following the upgrade.
2. Bring production Records system down.
3. Install the software upgrade.
4. Restore current production data.
5. Provide upgraded client application software.
6. Establish interface connectivity.
7. Test the upgraded system software and interfaces to verify the system and interfaces operate in accordance with the product specifications and the original interface requirement document(s).
8. Assist the Customer with resuming production operations on the upgraded system to include onsite or remote trouble shooting and resolutions on Go Live Blocking issues.

#### Customer Responsibilities

9. Perform a backup of the production data files.
10. With Motorola's assistance, coordinate the activities necessary to bring the production system down.
11. Support Motorola's software upgrade installation activities.
12. Manage the installation of the upgraded client application software.
13. Verify that the system is ready to resume production operations.
14. Provide appropriate staff to support production cutover activities.

#### Motorola Deliverables

Title	Description	Format
Production Use Commences	Users begin using the upgraded system for production operations.	

**I. Transition to Support**

The objective of this task is to formally bring the project to closure. Project closure will occur upon commencement of beneficial use. The final completion of the system will be documented in the project closure agreement.

**Motorola Responsibilities**

15. Manage delivery of the updated information to Customer Support.
16. Manage any outstanding Go Live concerns, tickets to resolution.

**Customer Responsibilities**

1. Complete and return the completed document to the Motorola Project Manager.

**Deliverables**

<b>Title</b>	<b>Description</b>	<b>Format</b>
Customer Support Handover document	A document that records the updated system information.	Microsoft Word document