

## **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	“Statement of Work”
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 three (3) years, 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. 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. Motorola's annual maintenance and support pricing for Motorola products increases each year 5% over the previous term's pricing. Third-party products will increase annually based on a current vendor supplied maintenance and support quote.

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: 1/1/2019-12/31/2021**

<b>CUSTOMER AGENCY</b>	<b>City of Columbus Division Of Police</b>	<b>BILLING AGENCY</b>	<b>City of Columbus Department of Technology</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

**Essential Services Include:**

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

**MOTOROLA SUPPORTED PRODUCTS**

<b>Product</b>	<b>Description</b>	<b>Support Service Package</b>	<b>Qty</b>
PremierOne Records™	PremierOne Records™ RMS Module	Essential	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 #OHP15I37A	Essential	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:**     1/1/2019-12/31/2021

**Ala Carte Services Available:**

Professional Services Upgrades\*

Users Conference Advance Purchase\*\*

\*Require Multi-Year Agreement

**\*\*USERS CONFERENCE ADVANCE PURCHASE OPTION**

Users Conference Attendance	Year	2019, 2020, & 2021	Attendees	Qty	Fees
			Standard Attendance <sup>1</sup>	4 per year	\$11,200.00 per year
			Registration Only	0	\$0.00

**Standard Attendance Fees Includes the following:**

- Registration fee
- Round trip travel for event (booked by Motorola)
- Hotel accommodations (booked by Customer Agency per Motorola website instructions)
- Ground Transportation (booked by Motorola)
- Daily meal allowance<sup>2</sup>

<sup>1</sup>Standard Attendance includes above accommodations for the regular conference days. Any offer for pre-training outside of the standard conference days is not included in this offer. Customers who wish to attend pre-conference training may do so at their own lodging and food expense. Adjustment to travel dates and times to attend pre-conference training is allowed.

<sup>2</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.

Description	Qty
Users Conference 2019, 2020, & 2021	4 per year
PremierOne Records™ Software Upgrade Services (Includes 1 Software upgrade Services within the 3-Year Term)	See Exhibit D

**Exhibit A Continued**  
**COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

**MAINTENANCE AND SUPPORT AGREEMENT 407**
**TERM: 1/1/2019-12/31/2021**

**SUPPORT FEES SUMMARY**

<b>Product</b>	<b>Support Service Package</b>	<b>Term Fees 1/1/19-12/31/19</b>	<b>Term Fees 1/1/20-12/31/20</b>
PremierOne Records™	24x7	\$239,627.00	\$251,609.00
PremierOne Records™ Interfaces - SC #2655/FO #3313050170057/SA 1073 - Project #OHP15137A	24x7	\$5,770.00	\$6,058.00
<b>Multi-Year Discount</b>		<b>(\$4,908.00)</b>	<b>(\$5,153.00)</b>
<b>SUBTOTAL MOTOROLA SUPPORT</b>		<b>\$242,289.00</b>	<b>\$254,404.00</b>
Four (4) Users Conference Attendees per year (2019, 2020, & 2021)		\$11,200.00	\$11,200.00
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)		\$30,937.00	\$32,484.00
<b>SUBTOTAL OPTIONAL SUPPORT SERVICES</b>		<b>\$42,137.00</b>	<b>\$43,684.00</b>
<b>GRAND TOTAL</b>		<b>\$284,426.00</b>	<b>\$298,088.00</b>
<b>MONTHLY PAYMENT</b>		<b>\$23,702.16</b>	<b>\$24,840.66</b>

**SUPPORT FEES SUMMARY**

<b>Product</b>	<b>Support Service Package</b>	<b>Term Fees 1/1/21-12/31/21</b>	<b>3-YEAR TOTAL 1/1/19-12/31/21</b>
PremierOne Records™	24x7	\$264,190.00	\$755,426.00
PremierOne Records™ Interfaces - SC #2655/FO #3313050170057/SA 1073 - Project #OHP15137A	24x7	\$6,361.00	\$18,189.00
<b>Multi-Year Discount</b>		<b>(\$5,411.00)</b>	<b>(\$15,472.00)</b>
<b>SUBTOTAL MOTOROLA SUPPORT</b>		<b>\$267,125.00</b>	<b>\$763,818.00</b>
Four (4) Users Conference Attendees per year (2019, 2020, & 2021)		\$11,200.00	\$33,600.00
PremierOne Records™ Software Upgrade Services ((1) One Software Upgrade Services within the 3-Year (January 1 2019 to December 31, 2021) Term)		\$34,108.00	\$97,529.00
<b>SUBTOTAL OPTIONAL SUPPORT SERVICES</b>		<b>\$45,308.00</b>	<b>\$131,129.00</b>
<b>GRAND TOTAL</b>		<b>\$312,433.00</b>	<b>\$894,947.00</b>
<b>MONTHLY PAYMENT</b>		<b>\$26,036.08</b>	<b>\$74,578.90</b>

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**Exhibit B**

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**CUSTOMER SUPPORT PLAN**

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**MAINTENANCE AND SUPPORT AGREEMENT**    407

**TERM:**    1/1/2019-12/31/2021

**CUSTOMER:**    City of Columbus Division of Police

Below are the topics outlined in this Customer Support Plan:

- I.     **Service Level Targets**
- II.    **Security**
- III.   **Service Offerings**
- IV.    **Accessing Customer Support**
- V.     **Responsibilities**

**I.     SERVICE LEVEL TARGETS**

Motorola will strive to meet the technical support response time goals set forth in the table below.

**RESPONSE TIME GOALS**

<b>SEVERITY LEVEL</b>	<b>DEFINITION</b>	<b>RESPONSE TIME</b>
1	Total System Failure - 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	Critical Failure - 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</b> during normal business hours
3	Non-Critical Failure - 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>8 Business Hours of initial notification</b> during normal business hours
4	Inconvenience - 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</b> of initial notification

### 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 Presidents 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.

## **II. SECURITY.**

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

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

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

comply with industry standard security and control measures negatively impacts the Service, Solution, or Motorola’s own security measures.

1.4 Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

### III. 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

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 <sup>st</sup> call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	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.

### IV. Accessing Customer Support

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

Motorola Applications and Solutions Technical Support personnel in cooperation with Motorola System Support Center (“SSC”) provide the gateway to technical support for all of Motorola SPSS. 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 commercially reasonable. 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 Technical Support is always available. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time a customer calls, information is logged about the specific request such that it is available for future reference and analysis.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **Email Case Ticketing**
3. **MyView Portal**

### **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 for Public Safety Applications**
- Next select the appropriate product type option

Upon contact with the SSC/TSO personnel, the caller will provide the name and phone number for Customer contact and your agency and **Site ID** PSA431200\_(RMS). 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 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.

### **Option 2 - Submit a ticket via Email Case Management**

An alternate Customer Support tool is available for Software Enterprise 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 available for severity levels (3) three and (4) four only. To properly process a ticket, the message must be formatted exactly as described below:

**Address** Email to: PSACASE@motorolasolutions.com

**Subject:** Type PSA Service Request and Brief Description of the problem (This becomes the case title)

Use the following template for the body of the email. You can copy and paste from below, filling in the accurate and specific needs of the request following the bold items listed:

**Site ID** = Site ID PSA431200\_(RMS)

**Product Type** = followed by the product family type. Choose from the following list:

- PremierOne CAD, Mobile, Records, Jail, Handheld
- PremierMDC (PMDC)



**Contact First Name** = followed by your first name or the name of the person you would like support personnel to contact

**Contact Last Name** = followed by your last name or the name of the person you would like support personnel to contact.

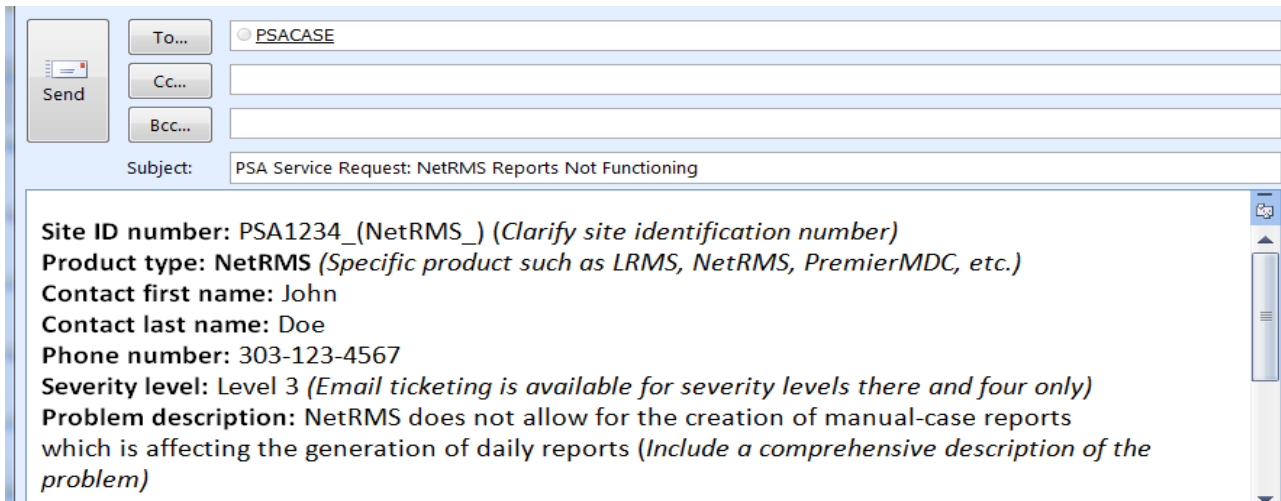
**Phone Number** = followed by the area code and phone number where the contact person may be reached

**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

**Problem Description** = followed by a comprehensive description of the problem

**Send** the message to us. You will receive an email with your case number for future reference.

**SAMPLE Email Ticket Formatting:**

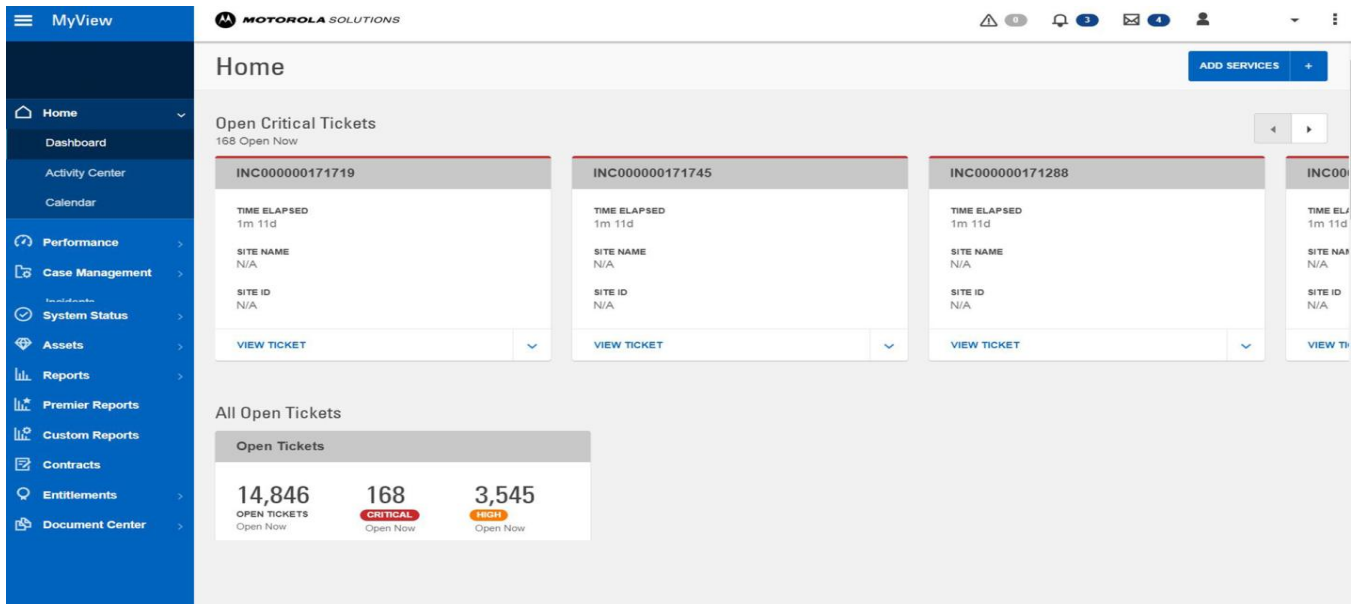


The screenshot shows an email composition window. On the left is a 'Send' button. The 'To...' field contains 'PSACASE'. The 'Cc...' and 'Bcc...' fields are empty. The 'Subject' field contains 'PSA Service Request: NetRMS Reports Not Functioning'. The main body of the email contains the following text:

**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)*

**Option 3 - Case Management via MyView Portal**

MyView Portal provides actionable insights into your mission-critical operations, giving you the knowledge to make data-driven decisions that mitigate the risk of downtime and enhance system performance. With Essential and Advanced Support Service Packages, MyView Portal gives you valuable system and service information whenever you need it along with complete support case/incident management from submission to close.



**MyView** | **MOTOROLA SOLUTIONS**

**Home** | **ADD SERVICES**

**Open Critical Tickets**  
168 Open Now

Ticket ID	Time Elapsed	Site Name	Site ID
INC000000171719	1m 11d	N/A	N/A
INC000000171745	1m 11d	N/A	N/A
INC000000171288	1m 11d	N/A	N/A

**All Open Tickets**

Category	Count	Status
Open Tickets	14,846	Open Now
Critical	168	Open Now
High	3,545	Open Now

## V. Key Responsibilities

### 5.1 Motorola Responsibilities

5.1.1 **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 in the subscription agreement.

5.1.2 **Remote Installation.** At Customer's request, Motorola will provide remote installation advice or assistance for Updates.

5.1.3 **On-Site Software Correction.** Unless otherwise stated herein, all support 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.

5.1.4 **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.

5.1.5 **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.

5.1.6 **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.

## 5.2 Customer Responsibilities

- 5.2.1 **Troubleshooting**. Customer will make every effort to triage issues internally. If MSI assistance is requested, customer will make all reasonable efforts to assist in problem resolution. This may include problem reproduction, answering questions, supplying data, etc.
- 5.2.2 **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.
- 5.2.3 **Assess Severity Level**. Assist in assessing and assigning the initial and the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 5.2.4 **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.
- 5.2.5 **Maintenance on Hardware**. Customer will provide all on-site hardware maintenance and 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 Solutions Maintenance and Support Agreement.
- 5.2.6 **VPN connectivity**. Provide VPN connectivity and telephone access to Motorola personnel.
- 5.2.7 **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 and will not adversely impact the system.
- 5.2.8 **SCOM Monitoring**. Monitor system for notifications sent by SCOM, resolve related issues and/or contact Motorola to open a case for technical support assistance. Includes heartbeat...
- 5.2.9 **Physical Server Maintenance**. Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
- 5.2.10 **Virtual Server Maintenance**. Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required.
- 5.2.11 **Event Log Review**. Review System and Application Event Logs periodically to identify any possible problems, and/or unrecognized or frequent errors.
- 5.2.12 **Physical Workstation Maintenance**. Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Inspect physical equipment for damage or wear, replace parts as per contractual agreement.
- 5.2.13 **CAD Client Maintenance**. Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.). Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Upgrade and maintain antivirus software, appropriately configure and maintain exclusion list.
- 5.2.14 **Mobile Client Maintenance**. Apply upgrades such as OS patches, administrative tools and utilities. Maintain and upgrade software that supports infrastructure applications (IE, Esri, etc.). Perform periodic reboots and ongoing performance tuning, hardware upgrades, and resource optimizations as required. Upgrade and maintain antivirus software, appropriately configure and

maintain exclusion list. Configure and maintain all products relevant to mobile network connectivity (NetMotion, Verizon, VPN related products, etc.).

5.2.15 **Third-Party Maintenance:**

- 5.2.15.1 **.Net.** Install, upgrade, configure, and maintain .net framework software as per minimum requirements outlined by MSI
- 5.2.15.2 **Server.** Install, upgrade, configure, and maintain all servers hosting 3rd party products that interface to MSI products. See Physical Server Maintenance section above for additional explanation
- 5.2.15.3 **SQL.** Install, upgrade, configure, and maintain MSSQL application. Make resource optimization changes pertaining to best practices as required by MSI.
- 5.2.15.4 **SQL Express.** Install, upgrade, configure, and maintain MSSQL Express application. Make resource optimization changes pertaining to best practices as required by MSI.
- 5.2.15.5 **Unembedded Third-Party Licensing.** Maintain and apply all third party licensing for products not specifically embedded within an MSI proprietary product.

- 5.2.16 **DB Failover (Post 4.0).** Perform and periodically test system database failover via script or MSSQL tools. Engage Motorola Support and provide supporting data for any problems discovered. Perform and periodically test system disaster recovery site failover via script provided by Motorola. Officially notify Motorola of any plans to perform DR failover with reasonable advance notice. Engage Motorola Support and provide supporting data for any problems discovered.
- 5.2.17 **Data Purging.** Perform regular file archival and purge as necessary. Configure data purges compliant with government mandates and internal retention protocols. Maintain adequate storage space to ensure that retention of required data will not adversely impact MSI Systems.
- 5.2.18 **Storage Capacity Tracking and Maintenance.** Monitor, maintain, and configure system data storage components in accordance with accepted standards and operational requirements as outlined by MSI. Act on any storage related SCOM notification in accordance with the SCOM monitoring standards outlined above.
- 5.2.19 **Temporary DB File Size Maintenance.** Monitor system temporary database size and available storage. Act on any related SCOM notifications in accordance with the SCOM monitoring standards outlined above.
- 5.2.20 **RDW Maintenance.** See Physical/Virtual Server.
- 5.2.21 **Customer Reports.** Build/Modify/Support all custom reports in a manner that will not adversely impact RDW Server/Database functionality. Custom reports are the sole responsibility of the creator and not supported by MSI.
- 5.2.22 **CAD Client Install and Testing.** Install, upgrade, and test P1 Software Updates (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to MSI for review and correction. Ensure that minimum software/hardware requirements are met.
- 5.2.23 **Mobile Client Install and Testing.** Install, upgrade, and test P1 Software Updates (includes Standard, CU and ODs). Report and supply data for any problems that are discovered with the software to MSI for review and correction. Ensure that minimum software/hardware requirements are met.
- 5.2.24 **GIS Updates - PremierOne Map Maintenance.** Ensure validity and integrity of all GIS related data introduced to the system. Record modifications made to GIS files, and confirm expected behavior within the PremierOne system. Perform all server mapping updates, geoset transitions, and distribute updated map files to CAD/Mobile clients.

- 5.2.25 **Anti-Virus and Windows UAC.** Install, configure, and upgrade chosen anti-virus software. Appropriately configure user account control settings in a manner that ensures the files are accessible for system stability and successful operation. If system instability occurs after changing any system element pertaining to UAC or AV, report changes to Motorola. If unexpected behavior is experienced while UAC or AV are enabled, and does not occur after disabling UAC or AV, the customer will be responsible for diagnosing and correcting the issue. Per request, MSI will make every reasonable effort to test and verify specific anti-virus patches against a replication of the customer's application if a problem cannot be resolved internally.
- 5.2.26 **System, Database, HD and Tape Backups.** Perform and/or ensure successful completion of daily backup operations. Ensure that all required system files and data are successfully backed up to the appropriate media. Monitor health of all backup related hardware, including but not limited to HP tape library, recovery tapes, and disk drives. Maintain and upgrade backup related software, such as HP Data Protector. Prior to performing system or database upgrades, create a backup of the system and/or database to maintain a restoration point. Ensure that PremierOne SSMS full and incremental database backups completing successfully, report related SCOM notifications to MSI.
- 5.2.27 **Provisioning knowledge of the system.** Customer must ensure that adequate provisioning training and knowledge has been provided to those authorized to access **and/or make changes within PremierOne Provisioning.** **Provisioning** changes should be tracked. This information should be supplied to MSI to aid in troubleshooting efforts should a problem be experienced. MSI now provides a tool to aid in provisioning change identification, but changes should be tracked internally by the customer as a failsafe.
- 5.2.28 **Records ACT.** Only trained users of ACT should attempt to use ACT to maintain their system. New module creation, or existing module changes, should first be completed and tested within a non-production environment. Apply changes to the production environment by running a buildset, or importing the ash file(s). All changes made in ACT should be tracked via MSI supplied excel files. These files must be made available upon request to aid in MSI troubleshooting efforts. ACT additions, changes, and maintenance is the sole responsibility of the customer.
- 5.2.29 **Use of Deployment or All-In-One.** Users of the deployment tool or AIO tool must be appropriately trained, and understand it's operation fully. Deployment packages that are no longer necessary should be purged. Customer is responsible for client deployment, and should engage MSI support if a problem is discovered.
- 5.2.30 **Tape Backup Rotation.** See Backup.
- 5.2.31 **HD Backup Rotation.** See Backup.
- 5.2.32 **Gathering Issue Logs (Server and Client).** Supply all requested logs for problems that need to be diagnosed and resolved. In some circumstances, log automation will be implemented, however anything that is not automatically gathered, and deemed necessary by MSI, must be furnished. Absence of requested data may lead to case closure.
- 5.2.33 **Customer Data Archiving.** Customer is responsible for all P1 Data Archival as per their internal requirements and needs. Adequate storage space should be maintained, and data must not be stored in a manner that adversely impacts the PremierOne System or component operations.
- 5.2.34 **Network Bandwidth and Stability.** Install, monitor, and maintain network systems that provide stable operations and adhere to bandwidth requirements to ensure the effective operation of MSI products and related system components.
- 5.2.35 **Remote Access.** Upon successful completion of approved background check, customer must provide remote access to requesting MSI personnel for troubleshooting purposes. This includes, but is not limited to, VPN account access, remote hosting, PremierOne domain access, and access to all system elements that pertain to the operation of the PremierOne CAD system and functionality.
- 5.2.36 **User Access Control.** See Anti-Virus.
- 5.2.37 **Backup Power.** Install and maintain backup power source to ensure the effective operation of the PremierOne CAD System and all its components in the event of a primary power source failure.

- 5.2.38 **End User Training.** Ensure that all end users of MSI products are adequately trained to perform their duties and not cause harm or upset of system functionality. MSI does offer additional training if necessary for an additional cost.
- 5.2.39 **Change Management.** Notify Motorola of any changes made to the PremierOne CAD System, associated interfaces, related hardware, software, network, or any other system element that may adversely impact operation or system functionality.

## VI. Contact Information

### Motorola Solutions Contacts

CONTACT	PHONE NUMBER
<b>Motorola Solutions System Support Center</b>	<b>(800) 323-9949</b> <b>Option 2 &gt;</b> <b>Option 6 &gt;</b> <b>Option #</b>
Mark Blaser Customer Support Manager Mark.Blaser@motorolasolutions.com	(440) 865-4306 - mobile
Linda Hudson Senior Manager, Technical Support linda.hudson@motorolasolutions.com	(303) 527-4017 - office
Phillip Askey Technical Support Manager – Command & Control (PSA) Applications P.Askey@motorolasolutions.com	(720) 565-4764 - office
Brian Bullock Account Executive, Manager Brian.Bullock1@motorolasolutions.com	(708) 945-0454 - mobile

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

<u>Customer Agency Name:</u> City of Columbus Division of Police 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>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**  
**STATEMENT OF WORK**

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**MAINTENANCE AND SUPPORT AGREEMENT**    407                      **TERM:**    1/1/2019-12/31/2021  
**CUSTOMER:**    City of Columbus Division of Police

**PremierOne**  
**Essential Services**  
**Statement of Work**  
**Version 2.0**

**January 2019**

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This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer (“Agreement”) and is subject to the terms and conditions set forth in the Agreement.

Essential Services are Software Upgrades and Technical Support. Each of these services are summarized below and expanded upon in appendices A, B and C. In the event of a conflict between the Sections below and an individual SOW Appendices, the individual SOW Appendices prevails.

## Essential Services

Motorola’s Essential Services provide basic support delivered through a combination of centralized resources within Motorola Solutions Technical Support Center (TSC) collaborating with product development resources that are experienced in managing mission critical systems and associated technologies. The MSI TSC operates 24 x 7 x 365, leveraging remote access to customer systems for complete resolution methods.

Essential Services applies to the PremierOne System located on the Customer Enterprise Network. The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

## Customer Support Plan (CSP)

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

The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW. The outlined services in this SOW will be adapted to Customer’s own environment and unique needs, including Customer technologies, systems, operating environments, and operational capabilities in the CSP. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the SOW. Any delay by Customer in providing information relevant to the CSP will create a delay in implementing the CSP and this SOW.

## Centralized Service Delivery

Technical Support service provides telephone consultation for technical issues that require a high level of PremierOne experience and troubleshooting capabilities. Technical Support is delivered through the TSC Operations Center by a staff of technical support specialists skilled in diagnosis and swift resolution of on-premise software system performance and operational issues. Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems. Appendix A contains the SOW for Technical Support.

## Software Maintenance Agreement (SMA)

As new PremierOne releases become available, Motorola will provide the Customer with the software required to execute an upgrade. Motorola’s Essential service includes remote upgrades of any On Demand (OD) and Cumulative Upgrade (CU) Motorola software releases that may be available. Motorola will only provide releases that have been analyzed, pre-tested, and certified in a dedicated test lab. Appendix B contains the SOW for the SMA.

“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.



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.”

## End User Provisioning

Motorola will work with Customer during the initial deployment of the PremierOne system on all provisioning. All subsequent provisioning after the initial deployment are the responsibility of the Customer. The process to implement and deploy provisioning will be communicated during the initial deployment of the system. Provisioning efforts are not included in this agreement.

## Appendix A: Technical Support Statement of Work

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

### 1.1 Description of Technical Support Services

Motorola’s Technical Support Center’s (TSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola’s currently supported system. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process. The TSC remotely supports the customer and works with fault diagnostics tools, simulation environments and knowledge database search engines.

Calls requiring incidents or service requests will be assigned the impact level in accordance with the agreed Severity Level Response Time Goals stated in this document.

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

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

## 1.2 Scope

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

## 1.3 Inclusions

1.3.1 Technical Support service will be delivered on Motorola sold PremierOne Components.

1.3.2 Remote upgrade services for On Demand (OD) and Cumulative Update (CU) releases to apply defect resolutions.

1.3.3 Access to new PremierOne software releases via MyView Portal

## 1.4 Limitations and Exclusions

The following activities are outside the scope of the Technical Support service, but are part of another offering of Services that are available to remote Technical Support customers at an additional cost:

1.4.1 On-site visits /resources.

1.4.2 System installations, upgrades, and expansions.

1.4.3 Hardware replacement/exchange.

1.4.4 Motorola implementation or on-site upgrade services.

1.4.5 Proactive Solution Monitoring

1.5 Motorola has the following responsibilities:

1.5.1 Provide availability to the Motorola Solution Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Severity 1 support. Refer to Severity Level Response Time Goals for Severity 2 and 3 response times.

1.5.2 Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the Severity Level Response Time Goals section of this document.

1.5.3 Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment.

1.5.4 Maintain communication with the customer as needed until resolution of the case

1.5.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.

1.5.6 Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7 Determine, in its sole discretion, when a case requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

1.6 The Customer has the following responsibilities:

1.6.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

- 1.6.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.6.3 Contact the TSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.6.4 Maintain suitable trained technical resources that provide technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.6.5 Supply suitably skilled and trained on-site presence when requested by the TSC.
- 1.6.6 Validate issue resolution prior to close of the case in a timely manner.
- 1.6.7 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the Severity Level Response Time Goals section in this document.
- 1.6.8 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support.
- 1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.
- 1.6.10 Monitor SCOM alerts and notify TSC of any issues requiring technical resolution.
- 1.7 Severity Level Response Time Goals

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

Severity Level	Response Time
<b>Severity 1</b>	This severity level is meant to represent a complete failure of the PremierOne Solution. No Work-around or immediate solution is available. A Motorola TSC Technician will respond within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
<b>Severity 2</b>	This level is a <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. A Motorola TSC Technician will respond within three hours of the request for support being logged in the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
<b>Severity 3</b>	This level is meant to represent a minor issue that does not preclude use of PremierOne Solution. A Motorola TSC Technician will respond within the next business day of the request for support being logged in the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
<b>Severity 4</b>	This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests. A Motorola Solution Support Center Agent will make contact with the customer/caller within 2 standard business days of the request for support. Response provided 8 x 5 on standard business days (Monday through Friday 8AM to 5PM for the customer time zone).

## SEVERITY RESPONSE

Severity Level	Response Time
Severity 1	Within 1 Hour from receipt of Notification, Continuously.
Severity 2	Within 3 Hours from receipt of Notification, Standard Business Day - Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	Within next Business Day, Standard Business Day - Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	Within two Business Days, Standard Business Day - Monday through Friday 8AM to 5PM, excluding US Holidays.

## Appendix B: Software Maintenance Agreement (SMA) Statement of Work

### 2.1 Description of Service and Obligations

As PremierOne releases become available, Motorola agrees to provide the Customer with the software required to execute for their PremierOne system. Remote upgrade services are included for OD and CU releases. Standard Release (SR) installation labor services are not included. Currently, Motorola's software releases include any Motorola software updates that may be available. Motorola will only provide releases that have been analyzed, pre-tested, and certified in a dedicated PremierOne test lab to ensure application functionality.

### 2.2 Scope

The PremierOne certified release software is covered under SMA.

The PremierOne SMA does not cover other products. Refer to section 2.0 for exclusions and limitations.

PremierOne SMA pricing is based on the customer system configuration outlined in Appendix A. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an PremierOne SMA price adjustment.

The PremierOne SMA applies only to software release upgrades within the previous two releases from the current PremierOne version.

The Customer agrees that they shall:

2.2.1 Contact Motorola to schedule and engage the appropriate Motorola resources to obtain resources for a PremierOne release upgrade.

2.2.2 Purchase any labor needed to implement system release upgrades.

2.2.3 Purchase any additional hardware and software needed to implement any optional solution features or number of users/new service expansions.

2.2.4 Provide or purchase labor to implement optional solution features or number of licenses/new service expansions.

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

### 2.3 Exclusions and Limitations

2.3.1 The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the PremierOne SMA unless otherwise agreed in writing by Motorola and included in this SOW.

2.3.2 The parties acknowledge and agree that the PremierOne SMA does not cover the following products:

2.3.3 Motorola Networks and Infrastructure Products

2.3.4 Non- Motorola Network and Infrastructure Products

2.3.5 Motorola Command Central Software

2.3.6 Custom Software or Third Party Application Software

2.3.7 Data Radio Devices

2.3.8 Mobile computing devices such as Laptops

### 2.4 Motorola and Non-Motorola two-way radio subscriber products

2.4.1 Point-to-point products such as fiber, LAN/WAN, microwave terminals and association multiplex equipment

2.4.2 PremierOne SMA does not cover any hardware or software supplied by or to the Customer when purchased directly from a third party, unless specifically included in this SOW.

2.4.3 PremierOne SMA does not cover software support for virus attacks or other applications that are not part of the PremierOne system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications.

2.4.4 Upgrades for equipment add-ons or expansions during the term of this PremierOne SMA are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

### 2.5 Special provisions

2.5.1 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.

2.5.2 PremierOne SMA services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.

2.5.3 PremierOne SMA coverage and the parties' responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the PremierOne software version in the Customer's system or discontinues the PremierOne SMA program; in either case, Motorola will refund to Customer any prepaid fees for PremierOne SMA services applicable to the terminated period.

2.5.4 Customer can re-scheduled upgrade in email stating a reason.

2.5.5 The SMA annualized price is based on the fulfillment of the 12-month term.

## Appendix C – PremierOne Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an PremierOne SMA price adjustment.

Product	Description	Qty
PremierOne Records™	PremierOne Records™ RMS Module	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 #OHP15I37A	1
	OH-1 (Ohio DPS Crash Data) Interface - SC #2655/FO #3313050170057/SA 1073	1
	CopLogic Interface - SC #2655/FO #3313050170057/SA 1073	1

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**Exhibit D**  
**PROFESSIONAL UPGRADE SERVICES STATEMENT OF WORK**

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**MAINTENANCE AND SUPPORT AGREEMENT**    407                      **TERM:**    1/1/2019-12/31/2021  
**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 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 One (1), PremierOne Records™ Software Upgrade Service (Includes 1 Software upgrade Services within the 3-Year Term).

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 PremierOne solution.



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 & Bring production Records system down.
2. Install the software upgrade.
3. Restore current production data.
4. Provide upgraded client application software.
5. Establish interface connectivity.
6. 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).
7. Assist the Customer with resuming production operations on the upgraded system to include 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.

### Customer Responsibilities

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

### Deliverables

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