# **Exhibit A**

# **COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

MAINTENANCE AND SUPPORT AGREEMENT 407 TERM: 3/1/16 – 2/28/17

	City of Columbus Police		City of Columbus Police
CUSTOMER AGENCY	Department	<b>BILLING AGENCY</b>	Department
Address	1111 East Broad Street	Address	1111 East Broad Street
City, State, Zip	Columbus, OH 43205	City, State, Zip	Columbus, OH 43205
Contact Name	Chris Jackson	Contact Name	Chris Jackson
Contact Title		Contact Title	
Telephone Number	(614) 645-2499	Telephone Number	(614) 645-2499
Email Address	cljackson@columbus.gov	Email Address	cljackson@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**

Product Group	Site Identification Number	Phone Prompt
PremierOne Records™	PSA431200_(RMS)	2

#### **Standard Services Include:**

Customer Support Plan Virtual Private Network VPN Tool, if applicable Case Management 24x7 Virtual Private Network VPN Tool, if applicable

Technical Support 9x5 Access to Users Group Site
Third-party Vendor Coordination Software Releases, as defined

On-site Support, if applicable

## **MOTOROLA SUPPORTED PRODUCTS**

		Technical		
Product	Description	Service Level	Qty	Term Fees
	PremierOne Records™ RMS Module		1	\$6,565.00
	Narcotic Module	1	1	Included
	Internal Affairs Module		1	Included
	PremierOne Records™ Server		1	\$11,907.00
PremierOne	License	24x7	'	φ11,907.00
Records™	PremierOne Records™ Client	ZTAI	250	\$91,784.00
	License		230	ψ51,704.00
	PremierOne Records™ Mobile Client		250	\$91,784.00
	License		200	,
	Property & Evidence Module		1	\$4,961.00
			TOTAL	\$207,001.00

# **Exhibit A Continued**

# **COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING**

MAINTENANCE AND SUPPORT AGREEMENT 407 TERM: 3/1/16 - 2/28/17

## **Optional Services Available:**

24x7 Technical Support Professional Services Upgrades\*

Hardware Refresh\*
Professional Services Consultation
Professional Services Training
\*Require Multi-year Agreement

Users Conference Advance Purchase\*\*
On-site Support Dedicated Resource

GeoFile Services Time and Materials Lifecycle Services\*

**USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS				
Users Conference Attendance (\$2,650 per Attendee) Includes:	Year	2016	Number Attendees	4

- Registration fee
- Roundtrip 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>1</sup>

## **OPTIONAL SUPPORT SERVICES**

Service	Description	SOW Reference	Qty	Term Fees
On-Site Resource	On-Site Resource – 24 hours per quarter	Exhibit B-1	1	\$53,100.00
Users Conference	ICC Users Conference 2016	N/A	4	\$10,918.00
		Т	OTAL	\$64,018.00

# SUPPORT FEES SUMMARY

Product	Service Level	Term Fees
PremierOne Records™	24x7	\$207,001.00
SUBTOTAL	MOTOROLA SUPPORT	\$207,001.00
On-Site Resource	N/A	\$53,100.00
(4) ICC Users Conference 2016	N/A	\$10,918.00
SUBTOTAL OPTIONA	L SUPPORT SERVICES	\$64,018.00
	GRAND TOTAL	\$271,019.00

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

# **Exhibit B**

#### **CUSTOMER SUPPORT PLAN**

MAINTENANCE AND SUPPORT AGREEMENT 407 TERM: 3/1/16 - 2/28/17

CUSTOMER: City of Columbus Police Department

#### Introduction

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

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

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

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings
- II. Accessing Customer Support
- III. Scope and Terms of Services
- IV. Severity Levels and Case Management
- V. Key Responsibilities
- VI. Customer Call Flow
- VII. Contact Information

## I. Service Offerings

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

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

#### **Service Levels**

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.

# II. Accessing Customer Support

# The Motorola Solutions System Support Center Operations

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

The System Support Center offers total call management including:

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

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

There are three options for accessing Support at Motorola:

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

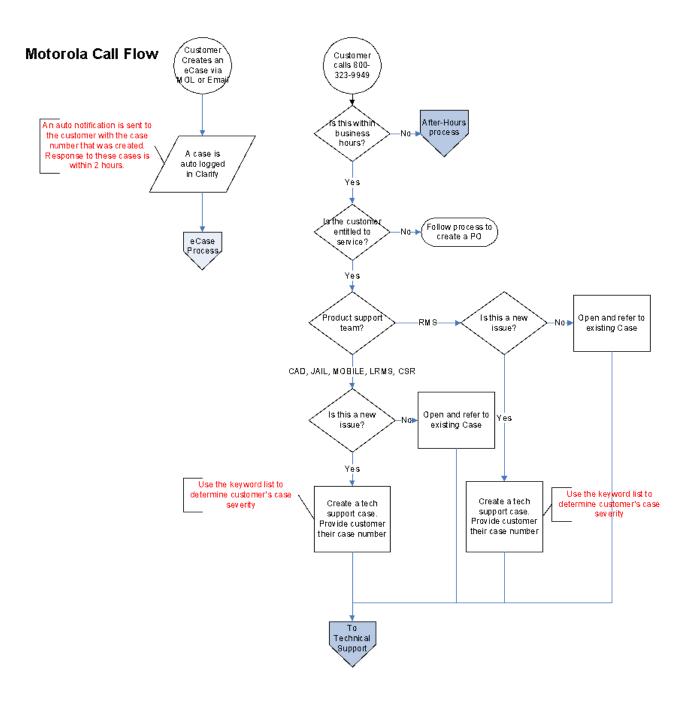
#### **Option 1 - Call Motorola Solutions System Support Center**

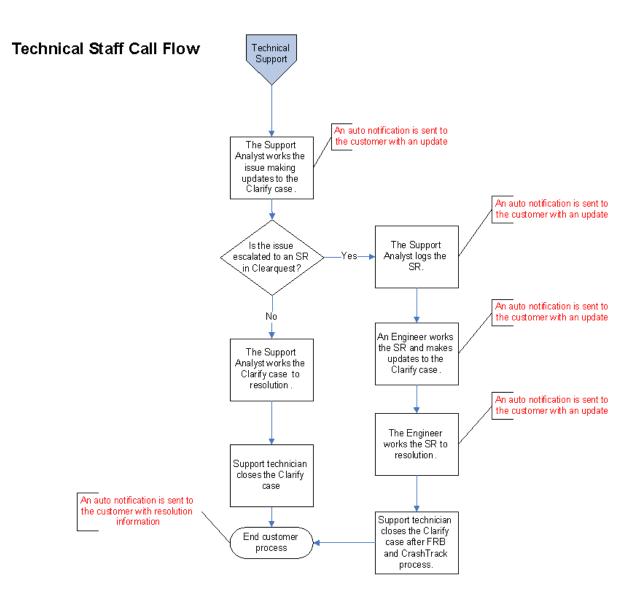
## Call Motorola Solutions Toll free 800-323-9949

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

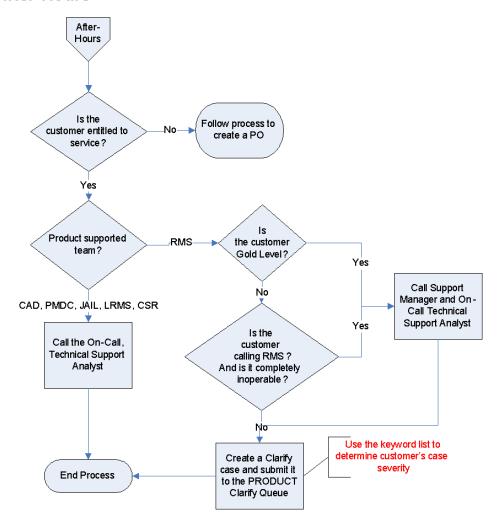
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola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

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst during Technical Support Operation Hours (6:00 a.m. to 6:00 p.m. Mountain Time, Monday through Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Holidays) customers will be contacted within the contractually specified period of time by a Technical Support Analyst.





# **Call Flow After-Hours**



# **How to Obtain Technical Support for Products**

# **Action / Response**

**Step 1.** Call the Motorola Solutions System Support Center 1-800-323-9949

**Step 2.** Select option 2 (Technical Support)

**Step 3**. Select option 6 (Public Safety Applications)

**Step 4**. Select product specific option

**Step 5.** Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)

Step 6. Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call
	Time available for call back Email address

Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.	
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.	
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.	
Standard Response Time	RESPONSE See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days	

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

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

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

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

To set up a Motorola Solutions On-Line account, please visit

https://businessonline.motorolasolutions.com and follow the directions on the link for "Sign Up Now."

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

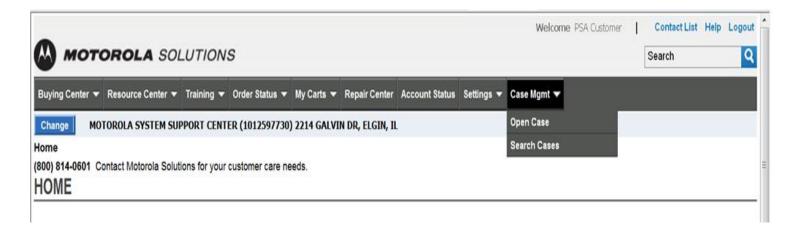
#### **Accessing the Technical Case Management web site**

Once you have set up your agency's Motorola On-Line Account, to access the site simply log onto Motorola at <a href="mailto:businessonline.motorolasolutions.com">businessonline.motorolasolutions.com</a> with your user ID and password, click on the Contact Us Open Case, and select System Support Issue from the Issue Type drop-down.

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

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

- A. Open new cases
- B. Search for existing cases and view details of the existing case
- C. Update existing cases by adding notes
  - A. Open a New Case
    - 1. Log into Motorola Solutions On-Line
    - 2. Click on the "Case Mgmt" Open Case



3. Select the Reason Code = **System Support Issue** (and the page will automatically reload)

#### Open Case

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

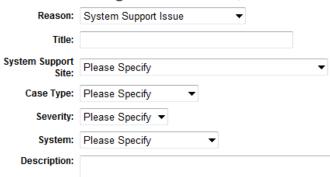
To permanently change your email address or phone number, you must go to the Motorola Membership Site

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS,COM

Reason: System Support Issue

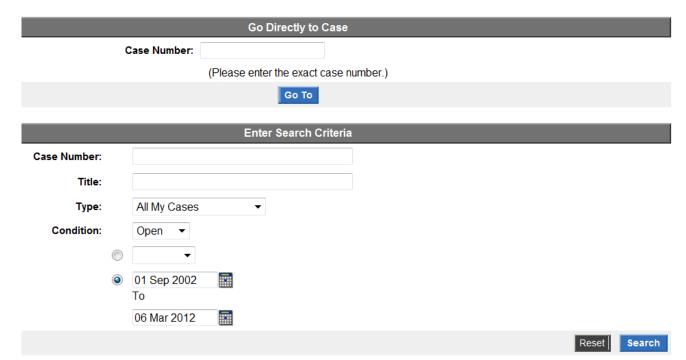


- 4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
- Choose case type Technical Support, Severity Level and Public Safety Applications System
- 6. Fill in a detailed description of your issue
- 7. Click "Create Case"

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

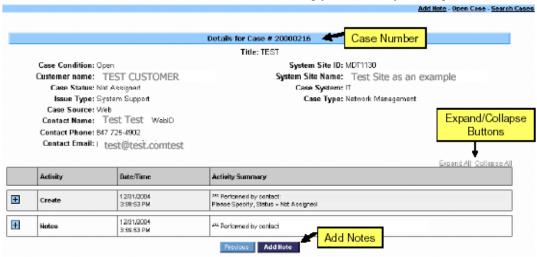
- 1. Log into Motorola On-Line
- 2. Click on the "Case Mgmt" **②** Search Case
- 3. Enter the exact case number or enter search criteria to find a range of tickets
- 4. Click "Got To" or "Search"





# C. Update an Existing Case

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



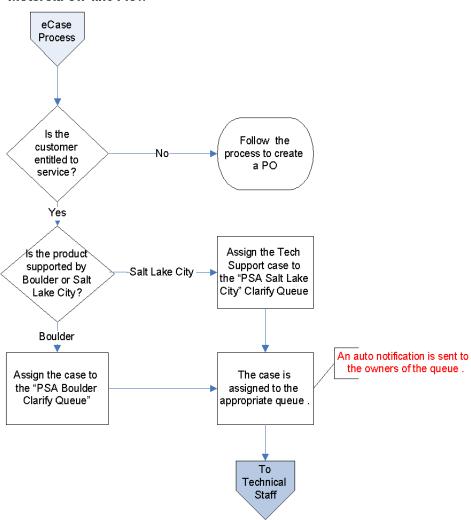
# Motorola Solutions On-Line Support

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

Requirements for effective usage: Browser: Internet Explorer 5.0 or greater

Valid MOL user ID and Password

## Motorola On -line Flow



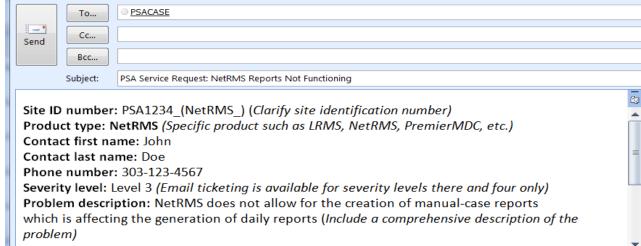
#### Option 3 - Submit a ticket via Email Case Management

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

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

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

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



**SAMPLE Email Ticket Formatting:** 

## III. 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 one (1) year, beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or requests an alternate term or this Agreement is terminated for default by a party.
- 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. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, Motorola will provide to Customer without additional license fees an available Supplemental or Standard Release after receipt of a request from Customer. In addition, Motorola will provide to Customer, remote and/or onsite Services to implement Standard and Supplemental Releases as part of the Maintenance Services. The decision as to whether a Release will be implemented remotely or onsite will be at the Motorola's sole discretion. In such instances when by Motorola's determination implementation requires customization above standard implementation or when training is required in connection with a Supplemental or Standard Release, Motorola will determine the fees associated with the customization or training and provide a quote for Services at the time of Customer request. Customer must pay for any necessary Equipment or third party Software associated with third party implementation provided by Motorola in connection with such Supplemental or Standard Release. Motorola will provide onsite resources to implement third party Equipment as a part of the Maintenance Services when the third party Equipment is purchased as a part of the requested Upgrade. Additionally, Motorola will provide Services to implement Upgrades for components of CAD (Including but not limited to UDT, OQ, AWW, ATM) systems at no additional charge when these components are either part of a CAD Standard or Supplemental Release Upgrade or the components can be implemented remotely by Motorola's standards. Customer must pay for onsite implementation fees associated with CAD component Upgrades that are independent of a Standard or Supplemental CAD Release. Motorola will provide a quote for CAD component onsite implementation upon Customer's request. Any Services will be performed in accordance with a mutually agreed schedule. This paragraph expressly excludes Product Release versions, such as Motorola's PremierOne Product, as stated in section 3.6.3 of this Agreement. Some upgrades will require additional fee based products, services or training as part of an Upgrade.
- 3.6.3. Motorola will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Motorola in connection with such Product Release. 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 3.6.6, 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.

# IV. Severity Levels and Case Management

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

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	<b>Total System Failure</b> - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
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 workaround. 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 3 Business Hours of initial voice notification 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 6 Business Hours of initial notification during normal business hours
4	<b>Inconvenience</b> - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions,	Telephone conference within 2 Standard Business Days of initial notification

and product or System Update requests.	

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

#### **Severity Level One Escalation**

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

Escalation Policy- Severity Level 1			
CRITICAL		RESPONSIBILITY	
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	
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	
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.		
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Support Operations	

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.

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

# V. Key Responsibilities

## 5.1 Motorola Responsibilities

- 5.1.1 <u>Support on Motorola Software</u>. Motorola will provide any required software fixes in the form of either a "patch" or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 5.1.2 <u>Motorola Response</u>. 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.
- 5.1.3 <u>Remote Installation</u>. At Customer's request, Motorola will provide remote installation advice or assistance for Updates.
- 5.1.4 <u>Software Release Compatibility</u>. At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 5.1.5 <u>Customer Notifications</u>. Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 5.1.6 On-Site Software Correction. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 5.1.7 On-site Product Technical Support Services. Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 5.1.8 Principle Period of Maintenance. At Customer's request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 5.1.9 Compliance to Local, County, State and/or Federal Mandated Changes. (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to NCIC and state interfaces are not part of the covered Services. Federal and State mandated changes for IBR and UCR are included in Motorola's standard maintenance offering.
- 5.1.10 Anti-virus Software. At Customer's request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer's application. Motorola will respond to any reported problem as an escalated support call.
- 5.1.11 <u>Account Reviews</u>. Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 5.1.12 <a href="Reports">Reports</a>. 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.
- 5.1.13 <u>Maintenance Contract Administration</u>. Motorola's Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

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

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

## 5.2 Customer Responsibilities

- 5.2.1 <u>Initiate Service Request Cases</u>. 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.
- 5.2.2 <u>Assess Severity Level</u>. Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 5.2.3 <u>Escalate Appropriately</u>. 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.
- 5.2.4 Support on Hardware. Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3<sup>rd</sup> party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 5.2.5 <u>VPN connectivity</u>. Provide VPN connectivity and telephone access to Motorola personnel.
- 5.2.6 **Anti-virus software.** Run installed anti-virus software.
- 5.2.7 <u>Software Release Compatibility</u>. At Customer's request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 5.2.8 <u>Trouble Report Form</u> To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

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

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

# **Trouble Report Form**

Agency Name:		ola Case lumber:
<b>Contact Name:</b>	E-mail A	ddress:
<b>Contact Phone:</b>	Conta	act Fax:
Severity Level:	CAD Corre	ection#:
Subject:		
Product/Version:		
Problem Description:	Please ensure that the description provided is as detailed as poss resolve the issue promptly and successfully. Please be sensitive t area of the country. Full understanding of the facts on a reported i cause and achieving a timely resolution.	to the use of verbiage that is specific to your agency or
Stone to Dunlington	Motorola understande that duplication is not always again. However,	or, if you are able to duplicate the icours providing the
Steps to Duplicate:	Motorola understands that duplication is not always easy. However, with the detailed keystrokes will greatly improve our ability to corressue on demand, providing us with detailed steps that preceded to	ect the issue in question. When unable to duplicate the
Step One:	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, , ,
Step Two:		
Step Three:		
Step Four:		
Step Five:		
Step Six:		
Step Seven:		
Additional Steps:		
Expected Results:		
Actual Results: Configuration		

# V. Customer Call Flow

# To Be Provided By Customer

# VI. Contact Information

# **Motorola Contacts**

CONTACT	PHONE NUMBER
Motorola Solutions System Support Center	(800) 393-9949
Linda Hudson Senior Manager, Technical Support Linda.Hudson@motorolasolutions.com	(303) 527-4017 - office
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764 - office
Jeff Dolph Tier 1 - Technical Support Manager JeffDolph@motorolasolutions.com	(303) 527-4038 - office (303) 319-8935 - mobile
Wayne Parent Technical Support Lead – Records Applications Wayne.Parent@motorolasolutions.com	(801) 234-9971 - mobile
Shelley Rhoads Senior Manager, Services Business Operations srhoads@motorolasolutions.com	(951) 934-3285 - office
Lara Kelsey Customer Service Manager Lara.Kelsey@motorolasolutions.com	(808) 333-7743 - mobile

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

Customer Agency Name: Address: City, State and Zip:
Billing Contact Name: Phone No: Email:
Backup System Administrator Name: Phone No: Email:
Service Escalations Contact Name: Title: Phone No: Email:

#### **Exhibit B-1**

# ON-SITE DEDICATED RESOURCE Statement of Work

MAINTENANCE AND SUPPORT AGREEMENT 407 TERM: 03/01/16-02/28/17

CUSTOMER: City of Columbus Police Department

1. Description of Services

The Motorola Solutions Public Safety Applications Technical Support team will provide twenty-four hour availability to respond to service requests. Customers request Technical Support through Motorola Solutions System Support Center (SSC) based on the level of service and entitlement and as outlined in Motorola Solutions' Customer Support Plan document. In addition to remote telephone support, pursuant to this Agreement, Motorola Solutions' Technical Support personnel will provide On-site Technical Services as hereto defined. The Technician will respond to the Customer location based on pre-defined schedules and fees as set forth in this Statement of Work.

Motorola Solutions will provide case management as described in the Case Management Services description. The SSC will continuously track and manage Cases from creation to close through an automated case tracking process. This case management allows for Motorola Solutions to provide Case Activity Reports.

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

- 2. Motorola Solutions has the following responsibilities:
  - 2.1. Respond to technical service requests based on appropriate severity level response guidelines (See Exhibit B).
  - 2.2. Assess system issue(s) as they are reported by Customer.
  - 2.3. Apply technical expertise, knowledge and resources to restore system to functionality in an appropriate time-frame when applicable.
  - 2.4. Escalate Software related issues to Motorola Solutions Engineering for review.
  - 2.5. Escalate Hardware related issues to appropriate technical support or third party vendor.
  - 2.6. Communicate progress and resolution with the specified Customer contact and obtain customer approval, where feasible, prior to closing technical support cases. If Customer case completion verification cannot be completed within 3 documented attempts to contact the Customer (within the customer's normal business hours), the Case will be automatically closed.
  - 2.7. Notify Customer of Case Status.
  - 2.8. Provide On-site technical support and resolution not to exceed two visits per month during the annual agreement term.

- 2.8.1. Provide On-site technical support not to exceed 8 hours per business day, 2 days per month.
- 2.9. On-site Technician will perform the following duties and functions while On-site:
  - 2.9.1. Run diagnostics.
  - 2.9.2. Resolve system problems while on-site.
  - 2.9.3. Routine preventative maintenance.
  - 2.9.4. Provide applicable limited on-site user or technical training.
  - 2.9.5. Assistance with upgrade planning and installations.
  - 2.9.6. Run System performance analysis.
  - 2.9.7. Provide Performance Reporting.
  - 2.9.8. Assist with System back-ups.
  - 2.9.9. When applicable, Motorola Solutions will engage third-party vendors to provide contracted services in connection with issues causing system failure, including in some instances third-party delivered on-site support.
- 2.10. Verify with Customer that restoration is complete or System is functional.
- 2.11. Close the Case upon receiving notification from Customer, indicating the Case is resolved.
- 2.12. Provide Case activity reports to Customer.
- 3. Customer has the following responsibilities:
  - 3.1. Provide Motorola Solutions with pre-defined Customer information and preferences necessary to complete the Customer Support Plan and provide Technical Support Services:
    - 3.1.1. Case notification preferences and procedure.
    - 3.1.2. Repair verification preference and procedure.
    - 3.1.3. Database and escalation procedure forms.
  - 3.2. Submit changes to information supplied in the Customer Support Plan to the Customer Support Manager timely.
  - 3.3. Provide the following information when initiating a service request through the Motorola Solutions provided reporting channels:
    - 3.3.1. Product specific assigned Site ID number.
    - 3.3.2. Agency Location.
    - 3.3.3. Contact Name and Number.
    - 3.3.4. Thorough and accurate Problem description.
    - 3.3.5. Accurate Severity Level based on symptoms and effect to functionality (See Exhibit B).

- 3.3.6. Other pertinent information requested by Motorola Solutions to open a Case.
- 3.4. Provide additional symptoms and information as they occur pertinent to resolving system issue.
- 3.5. Respond to Motorola Solutions communications regarding case status and resolution timely.
- 3.6. Allow Motorola Solutions Continuous remote access to obtain System availability and performance data.
- 3.7. Notify Technical Support when Customer performs any activity that impacts the System. (Activity that impacts the System may include, but is not limited to, installing software or hardware upgrades, performing upgrades to the network, or taking down part of the system to perform maintenance).
- 3.8. Allow Motorola Solutions Technicians access to equipment (including any connectivity or monitoring equipment) if remote service is not possible.
- 3.9. Maintain and store in an easy accessible location any and all Software needed to restore the System.
- 3.10. Maintain and store in an easily accessible location proper System backups (Motorola Solutions recommends that at least one back-up file is stored in an offsite location).
- 3.11. Upon arrival of Motorola Solutions Technician at Customer's site, brief Technician on issue(s), if any, and actions taken.
- 3.12. Assist the Motorola Solutions Technician in the troubleshooting efforts and attempts to restore the system.
- 3.13. For on-site support related to non-Motorola Solutions issues or predefined labor, provide a Purchase Order for payment of services at Motorola Solutions' prevailing hourly rate.
- 3.14. Allow Motorola Solutions both on-site and remote access to the System.
- 3.15. When Motorola Solutions performs Services at the location of installed Products, Customer agrees to provide to the Technician, 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 the Technician to perform its obligations under this Agreement.
  - 3.15.1. On-site visits exceeding two per month are subject to additional labor and travel costs.
- 3.16. Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide the On-Site Support Services. All sites shall be accessible by standard service vehicles.
- 3.17. Validate issue resolution prior to close of the Case.



	Exh	ibit C		
	LABOR	RRATES		
MAINTENANCE AN	D SUPPORT AGREEMENT	407	TERM:	3/1/16 - 2/28/17
CUSTOMER:	City of Columbus Police	<u>Departmer</u>	<u>nt</u>	

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

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

SERVICE HOURS	LABOR RATES
8 a.m5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

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

SERVICE HOURS	LABOR RATES	
8 a.m5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum	
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum	

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