MOTOROLA SOLUTIONS

# ATTACHMENT 1

November 5, 2013

Bobby Young
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

RE: Maintenance and Support Agreement SA #185
Equipment Type: PremierCAD™, PMDC™, LRMS™

Dear Mr. Young:

Enclosed is the Motorola Solutions' ("Seller") Maintenance and Support Agreement as referenced above. This Agreement will provide City of Costa Mesa ("Customer/Buyer") maintenance support services for a period from **1/1/14** to **6/30/14** pursuant to the offer, terms and conditions as specified herein the Maintenance and Support Agreement (hereinafter "Agreement").

Please return one (1) fully executed copy to my attention at CindyMarnin@motorolasolutions.com on or before **1/1/14**. Failure to submit this agreement on or before **1/1/14** will result in a lapse in maintenance, which may be subject to a 10% recertification and reimplementation fee.

Purchase Orders or payments submitted without an executed Agreement, or with additional terms, conditions or counter-offers from Buyer shall not apply and are rejected pursuant the counter-offer applied by Seller's Order Acknowledgment letter. Motorola Solutions' receipt of an executed Agreement or issuance of a Purchase Order shall constitute Customer acceptance and agreement to this offer, as specified herein and in accordance with the Agreement.

This order becomes the exclusive agreement between the parties for maintenance services, subject to the terms and conditions hereof, when accepted by acknowledgement or payment made by buyer per Seller's invoice for services or upon the acceptance of services or commencement of performance by Seller. Additional or different terms proposed by Buyer shall not apply, unless accepted in writing by Seller. No change in, modification of, or revision to this order shall be valid unless in writing and signed by Seller.

Notwithstanding anything to the contrary, the attached Agreement for Maintenance Services shall govern this offer and no subsequent terms and conditions shall apply.

If services are required outside the principle period of maintenance, a Purchase Order will be required. If you would like to establish a Purchase Order for the term of the Maintenance and Service agreement, please contact me.

Motorola Solutions appreciates your continued support. If you have any questions or need further clarification, please contact me directly at **515-758-3021** or e-mail **CindyMarnin**@motorolasolutions.com.

Sincerely,

**Cindy Marnin**
**Customer Service Manager**
Motorola Solutions, Inc.

**Enclosure**

## Maintenance and Support Agreement

Motorola Solutions, Inc., a Delaware corporation ("Motorola Solutions" or "Seller") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and City of Costa Mesa ("Customer"), having a place of business located at 77 Fair Drive, Costa Mesa, CA 92628 enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Seller will sell the maintenance and support services as described below and in the attached exhibits. Seller 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 | "Description of Covered Products" |
| Exhibit B | "Support Plan" |
| Exhibit C | "Support Plan Options and Pricing Worksheet" |
| Exhibit D | "Billable Rates" |

### Section 2 DEFINITIONS

"CSR" means Motorola Solutions Customer Service Request System

"Equipment" means the physical hardware purchased by Customer from Seller pursuant to a separate System Agreement, Products Agreement, or other form of agreement.

"Motorola Solutions" means Motorola Solutions, Inc., a Delaware corporation.

"Motorola Solutions Software" means Software that Motorola Solutions owns. The term includes Product Releases, Standard Releases, and Supplemental Releases.

"Non-Motorola Solutions Software" means Software that a party other than Motorola Solutions 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 Customer is indicated in the Support Plan Options and Pricing Worksheet.

"Products" means the Equipment (if applicable as indicated in the Description of Covered Products) and Software provided by Seller.

"Releases" means an Update or Upgrade to the Motorola Solutions Software and are characterized as "Supplemental Releases," "Standard Releases," or "Product Releases." A "Supplemental Release" is defined as a release of Motorola Solutions 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 Solutions Software. Depending on Customer's specific configuration, a Supplemental Release might not be applicable. Supplemental Releases are identified by the third digit of the three-digit release

number, shown here as underlined: "1.2.**3**". A "Standard Release" is defined as a release of Motorola Solutions Software that contains product enhancements and improvements, such as new databases, modifications to databases, or new servers. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases are identified by the second digit of the three-digit release number, shown here as underlined: "1.**2**.3". A "Product Release" is defined as a release of Motorola Solutions Software considered to be the next generation of an existing product or a new product offering. Product Releases are identified by the first digit of the three-digit release number, shown here as underlined: "**1**.2.3". If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola Solutions opinion will prevail, provided that Motorola Solutions treats the Product offering as a new Product or feature for its end user customers generally.

"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 Support Plan and provided under this Agreement.

"Software" means the Motorola Solutions Software and Non-Motorola Solutions Software 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 Solutions 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 Support Plan Options and Pricing Worksheet.

"System" means the Products and services provided by Seller as a system as more fully described in the Technical and Implementation Documents attached as exhibits to a System Agreement between Customer and Seller (or Motorola Solutions).

"Technical Support Services" means the remote telephonic support provided by Seller on a standard and centralized basis concerning the Products, including diagnostic services and troubleshooting to assist Customer in ascertaining the nature of a problem being experienced by the Customer, 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 a Supplemental Release or a 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, Seller will provide to Customer the Services as indicated in the Support Plan Options and Pricing Worksheet, and Services will apply only to the Products described in the Description of Covered Products.

3.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, the term of this Agreement is one (1) year, beginning on the Start Date. This annual maintenance and support period 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 this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Software listed in the Description of Covered Products that are licensed by Seller to 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 Software that are licensed to Customer as of the beginning of the annual maintenance and support period. If, during an annual maintenance and support period, Customer acquires additional units of the Software that is covered by this Agreement, the price for maintenance and support services for those additional units will be calculated and added to the total price either (1) if and when the annual maintenance and support period is renewed or (2) immediately when Customer acquires the additional units, as Motorola Solutions determines. Seller may adjust the price of the maintenance and support services effective as of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the annual maintenance and support period. If Customer notifies Seller 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 Seller's consent provided (a) Customer pays to Seller 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 Seller performs Services at the location of installed Products, Customer agrees to provide to Seller, 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 Seller 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 Support Plan Options and Pricing Worksheet.

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

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

3.6.2. Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release for Seller's PremierOne Applications after receipt of a request from Customer, but Customer must pay for any installation or other services and any necessary Equipment or third party software or training provided by Seller in connection with such Supplemental or Standard Release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3 Unless the Support Plan Options and Pricing Worksheet expressly provides to the contrary, Seller will provide to Customer without additional license fees an available Supplemental or Standard Release for Seller's Premier Applications after receipt of a request from Customer. In addition, Seller will provide to Customer, remote and/or onsite Services to implement Premier Applications 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 Seller's sole discretion. In such instances when by Seller's determination implementation requires customization above standard implementation or

when training is required in connection with a Premier Supplemental or Standard Release, Seller 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 Seller in connection with such Supplemental or Standard Release. Seller 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, Seller 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 Seller's standards. Customer must pay for onsite implementation fees associated with CAD component Upgrades that are independent of a Standard or Supplemental CAD Release. Seller 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 Seller'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.

3.6.4. Seller 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 Seller in connection with such Product Release. Any services will be performed in accordance with a mutually agreed schedule. Seller'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.

3.6.5. Seller does not warrant that a Release will meet Customer's particular requirement, operate in the combinations that Customer will select for use, be uninterrupted or error-free, be backward compatible, or that all errors 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, services to integrate these capabilities and functions to the updated or upgraded version of the Software may be purchased at Customer's request on a time and materials basis at Seller's then current rates for professional services.

3.6.6. Except as provided in Section 3.6.6, Seller'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, Seller 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 install the Standard Release that fixes the reported error or terminate this Agreement as to the applicable Software).

3.6.7. Seller'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 Seller 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 Seller'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 Seller 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 Seller.

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 Description of Covered Products.

3.7.14. Support of any interface(s) beyond Seller-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 an 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 Seller'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 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 Seller's Customer Support organization for reporting and verifying problems, and performing System backup. At least one member of the System Administrators group must have completed Seller'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 Seller. Customer will assist Seller 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 Seller's Customer Support Center by telephone, but the System Administrator must follow up with Seller's Customer Support as soon as practical thereafter.

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

3.10 Customer will permit and cooperate with Seller so that Seller 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, Seller 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, Seller 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 the Seller.

## 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 Solutions 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 Solutions 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 Solutions may, without the prior written consent of the other Party and at no additional cost to Motorola Solutions, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola Solutions and its affiliates, to the extent applicable) following the Separation Event. Motorola Solutions may subcontract any of the work, but subcontracting will not relieve Motorola Solutions of its duties under this Agreement.

## Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Support Plan Options and Pricing Worksheet. Unless this exhibit expressly provides to the contrary, the price is payable annually in advance. Seller will provide to Customer an invoice, and Customer will make payments to Seller within twenty (20) days after the date of each invoice. During the term of this Agreement, Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution. Motorola Solutions annual maintenance and support pricing, for Motorola Solutions products, increases each year at 5% over the previous year. Third-party products will increase annually based on a current vendor supplied maintenance and support quote.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Seller 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.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Seller. If such charges are imposed upon Seller, Customer will reimburse Seller 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 Solutions breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola Solutions to be in default. If Customer asserts a default, it will give Motorola Solutions written and detailed notice of the default. Motorola Solutions 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 Solutions 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 Solutions 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 Solutions may consider Customer to be in default. If Motorola Solutions 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 Solutions. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola Solutions 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 Seller 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 Seller to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Seller in connection with this Agreement that is required by law to be held confidential.

**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:
Bobby Young
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92628

Motorola Solutions:
Motorola Solutions, Inc.
Attn: Law Dept.
1301 E. Algonquin Road
Schaumburg, IL 60196

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 Solutions 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 Illinois if Licensee is not a sovereign government entity.

**Section 9. CERTIFICATION DISCLAIMER**

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

**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 Seller 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.

| **MOTOROLA SOLUTIONS, INC.** | **CITY OF COSTA MESA** |
|---|---|
| By: Shelley Rhoads | By: _____ |
| Name: Shelley Rhoads | Name: _____ |
| Title: Sr. Manager, Services Business Operations | Title: _____ |
| Date: November 5, 2013 | Date: _____ |

## Exhibit A
## DESCRIPTION OF COVERED PRODUCTS

**MAINTENANCE AND SUPPORT AGREEMENT** **185** **TERM:** **1/1/14 – 6/30/14**

**CUSTOMER:** **City of Costa Mesa**

### Site Identification Numbers

| *Product* | *Site Identification Numbers* |
|---|---|
| LRMS™ | PSA234600_(LRMS) |
| PremierCAD™ | PSA234600_(CAD) |
| PremierMDC™ | PSA234600_(PMDC) |

The following table lists the Products under maintenance coverage:

| Product | Description | Service Level | Qty | Term Fees |
|---|---|---|---|---|
| PremierCAD™ | PremierCAD Server License | 24x7 | 1 | $26,601.00 |
| | GGM Server License | | 1 | |
| | CAD/AWW License | | 20 | |
| | CAD DSS Server License | | 1 | |
| | Open Query Server License (over 50 Wkstations) | | 1 | |
| | Open Query Client License (over 50) | | 80 | |
| | ATM Server License | | 1 | |
| | ATM Client License | | 15 | |
| | ~~MOSCAD Software~~ Removed effective 1/1/14 | | 4 | Removed |
| | Add On Open Query Licenses | | 15 | $402.00 |
| LRMS™ | RMS Server License | | 1 | $7,673.00 |
| | RMS Query Only Client Access License (IIQ) | | 129 | |
| | RMS Administrator Client Access License | | 50 | |
| | RMS DSS License | | 1 | |
| PremierMDC™ | PMDC Server License | | 1 | $16,881.00 |
| | PMDC Client License | | 111 | |
| | PMDC In-House Client | | 5 | |
| | Add on PMDC Licenses | | 23 | $339.00 |
| | | | **TOTAL PremierCAD™ MAINTENANCE** | **$27,003.00** |
| | | | **TOTAL LRMS™ MAINTENANCE** | **$7,673.00** |
| | | | **TOTAL PremierMDC™ MAINTENANCE** | **$17,220.00** |

## Exhibit A
## DESCRIPTION OF COVERED PRODUCTS

**MAINTENANCE AND SUPPORT AGREEMENT** **185** **TERM:** **1/1/14 – 6/30/14**

**CUSTOMER:** **City of Costa Mesa**

The following table lists the Products under maintenance coverage:

| Product | Description | Service Level | Qty | Term Fees |
|---|---|---|---|---|
| Interfaces | Mobile Applications – Motorola PMDC | 24x7 | 1 | Included |
| | E-911 to Plant Vista with MAARS controller | | 1 | |
| | Netclock | | 1 | |
| | Open Query to CAD and PMDC for State access through the County | | 1 | |
| | MOSCAD | | 1 | |
| | UDT | | 1 | |
| | Metronet CAD | | 1 | |
| | OCATS (for county/state queries) via PMDC | | 1 | |
| | PMDC to CAD | | 1 | |
| | PMDC to State (via County Switch) | | 1 | |
| | PMDC to Infotrak LRMS | | 1 | |
| | | | **TOTAL INTERFACE MAINTENANCE** | **Included** |
| | | | **TOTAL MOTOROLA SOFTWARE MAINTENANCE** | **$51,896.00** |

## Exhibit A
## DESCRIPTION OF COVERED PRODUCTS

**MAINTENANCE AND SUPPORT AGREEMENT** **185** **TERM:** **1/1/14 – 6/30/14**

**CUSTOMER:** **City of Costa Mesa**

The following table lists the Third Party Products under maintenance coverage:

**Open Text Software – Removed effective 12/31/13**

| Product | Description | Service Level | Qty | Term Fees |
|---|---|---|---|---|
| ~~BI SW~~ | ~~BI Query AdminUser 32B Eng 10Pk/S-BI32I251010E~~ | 24x7 | ~~2~~ | Removed |
| | ~~BI Server Concurrent Ports NT/S-BINTI2620000~~ | | ~~20~~ | |
| | ~~BI Server SEnc NT Eng/S-BINTI260101E~~ | | ~~4~~ | |

**Note: Open Text removed per previous notification from Motorola.**

**HP Software – System 51866**

| Product | Description | Service Level | Qty | Term Fees |
|---|---|---|---|---|
| **HP** | HP Software Only<br>See Equipment List below | 24x7 | 1 | See Below |

## Exhibit A
## DESCRIPTION OF COVERED PRODUCTS

**MAINTENANCE AND SUPPORT AGREEMENT** **185** **TERM:** **1/1/14 – 6/30/14**

**CUSTOMER:** **City of Costa Mesa**

**HP NonStop™ System #51866 Hardware/Software – Hardware Removed effective 12/31/13 HP End of Support. HP Software supported 1/1/14 – 6/30/14**

| Product | Description | Service Level | Qty | Term Fees |
|---|---|---|---|---|
| | **Hardware** | | | |
| ~~1961-B~~ | ~~S7600 PROCESSOR WITH 1 GB MEMORY~~ | ~~24x7~~ | ~~2~~ | Removed |
| ~~3861~~ | ~~SERVERNET ETHERNET CONTROLLER CRD~~ | | ~~2~~ | |
| ~~3880~~ | ~~SERVERNET WIDE AREA NET CONCENTRATOR~~ | | ~~1~~ | |
| ~~4619~~ | ~~18GB 15K RPM DISK DRIVE FOR S-SERIES~~ | | ~~12~~ | |
| ~~5142~~ | ~~4MM DAT,DDS-3 DSKTP NO ACL S-SERIES~~ | | ~~1~~ | |
| ~~7280~~ | ~~S76X/86X ENCLOSURE (SINGLE W/BASE)~~ | | ~~1~~ | |
| ~~7360~~ | ~~S-SERIES POWER SHELF~~ | | ~~1~~ | |
| ~~S7X-IPAQ~~ | ~~S-SERIES SYS CONSOLE,IPAQ & FLAT PNL~~ | | ~~2~~ | |
| | **Software** | | | |
| 9190 | NETBATCH | 24x7 | 1 | $9,000.00 |
| 9640 | VIEWPOINT | | 1 | |
| SA30 | PERFORMANCE MGMT BNDL (HOST) | | 1 | |
| SA31V3 | PERFORMANCE MANAGEMENT BUNDLE | | 1 | |
| SA57 | EXPAND | | 1 | |
| SB71 | NATIVE COBOL RUNTIME - S SERIES | | 1 | |
| SB81 | COBOL85 RUNTIME - S SERIES | | 1 | |
| SD70 | TCP/IP LAN PRINT SPOOLER | | 1 | |
| SE17 | ENFORM PLUS | | 1 | |
| SM58V1 | RSC/MP HOST | | 1 | |
| SM67V1 | RSC/MP WIN32 WINDOWS CLIENT | | 1 | |
| SN73 | STANDARD S-SERIES OS PACKAGE | | 1 | |
| SR53 | PATHWAY W/ TS/MP (PER CPU 1-4) | | 2 | |
| | | | **TOTAL THIRD PARTY MAINTENANCE** | **$9,000.00** |

| Exhibit A | | | |
|---|---|---|---|
| DESCRIPTION OF COVERED PRODUCTS | | | |
| MAINTENANCE AND SUPPORT AGREEMENT | 185 | TERM: | 1/1/14 – 6/30/14 |
| CUSTOMER: | City of Costa Mesa | | |

## MAINTENANCE SUMMARY TERM 1/1/14 – 6/30/14

| Product | Term Fees 1/1/14 – 6/30/14 |
|---|---|
| PremierCAD Software | $26,601.00 |
| (15) Add'l Open Query Licenses | $402.00 |
| MOSCAD Software | Removed |
| **PremierCAD Subtotal** | **$27,003.00** |
| BiQuery | Removed |
| HP NonStop S-Series HW | Removed |
| HP NonStop S-Series SW | 9,000.00 |
| **Third Party Subtotal** | **$9,000.00** |
| LRMS Software | $7,673.00 |
| **LRMS Subtotal** | **$7,673.00** |
| PremierMDC Application | $16,881.00 |
| (23) Add'l PMDC Licenses | $339.00 |
| **PMDC Subtotal** | **$17,220.00** |
| **Motorola Software Maintenance Fee Subtotal** | **$51,896.00** |
| Multi-System Discount – 5% (Based on three Motorola sub-systems) | ($2,595.00) |
| **Third Party Maintenance Total** | **$9,000.00** |
| **Maintenance Grand Total** | **$58,301.00** |
| **Monthly Maintenance** | **$9,717.00** |

NOTE: THIS IS A ONE TIME SIX MONTH CONTRACT OFFER.
FUTURE RENEWALS WILL BE ONE YEAR MINIMUM TERM.

**Exhibit B**

**CUSTOMER SUPPORT PLAN**

**MAINTENANCE AND SUPPORT AGREEMENT** **185** **TERM:** **1/1/14 – 6/30/14**

**CUSTOMER:** **City of Costa Mesa**

## Introduction

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

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

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

Below are the topics outlined in this Customer Support Plan:

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

## *I. Service Offerings*

Motorola Solutions Customer Support organization includes a staff of Support Analysts whom are managed by Motorola Solutions Customer Support Managers and are chartered with the direct front-line support of our 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 Solutions 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 1st 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 Solutions 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 Solutions Public Safety Applications Technical Support personnel in cooperation with Motorola Solutions System Support Center ("SSC") provide the gateway to technical support for all of Motorola Solutions Public Safety Application systems. Accessing support through Motorola Solutions 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 your requests to the right support team in a timely manner.

The System Support Center offers total call management including:

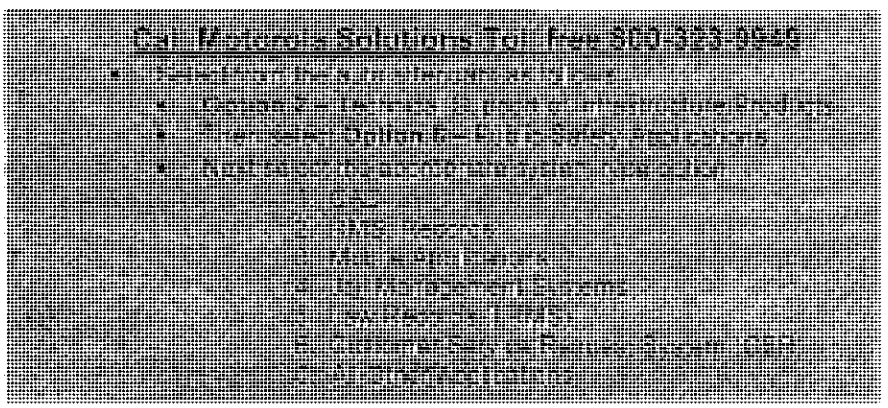
- Single point of contact for Motorola Solutions service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution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

Motorola Solutions 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 Solutions and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola Solutions:

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

**<u>Option 1 - Call Motorola Solutions System Support Center</u>**

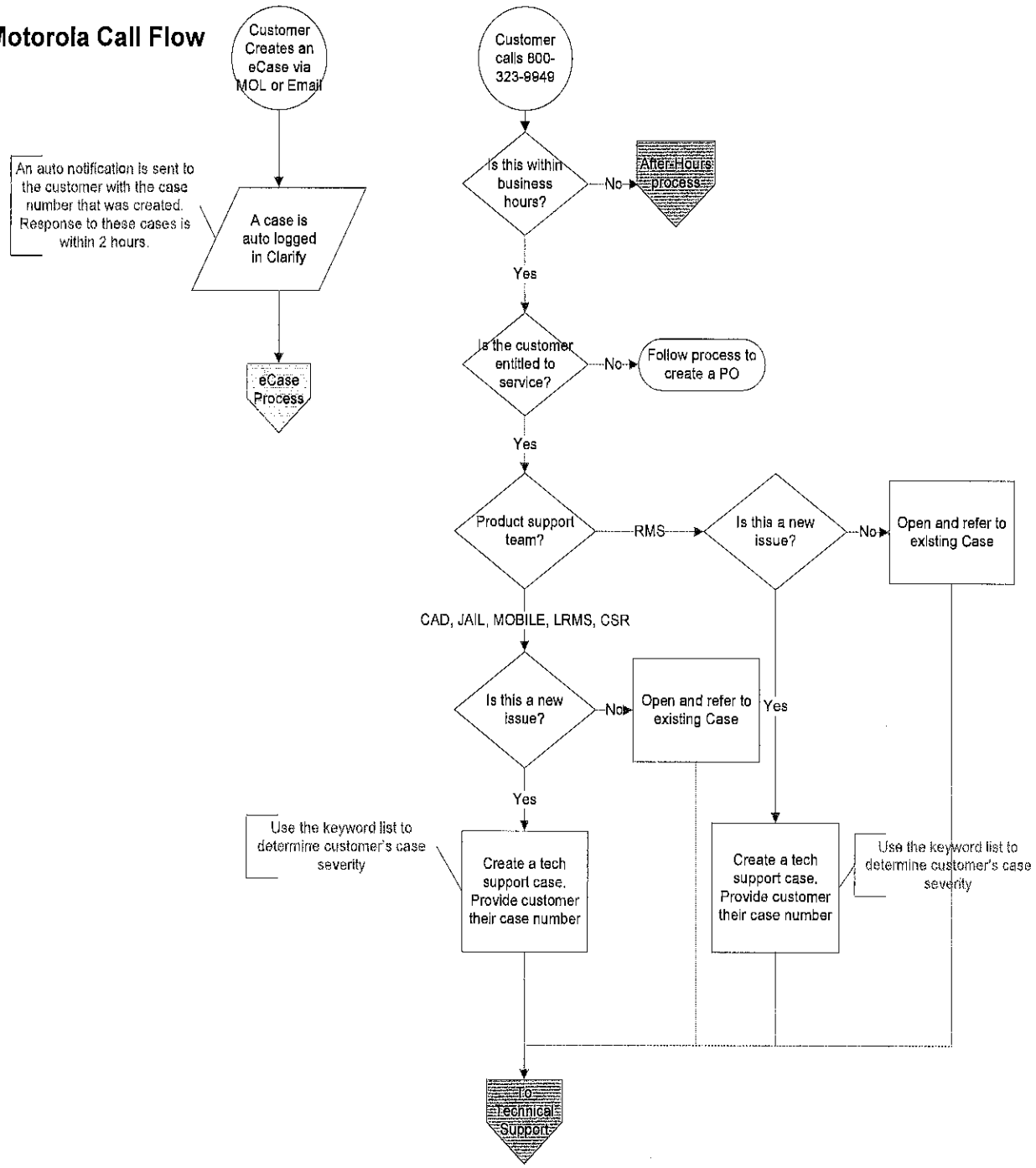


Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola

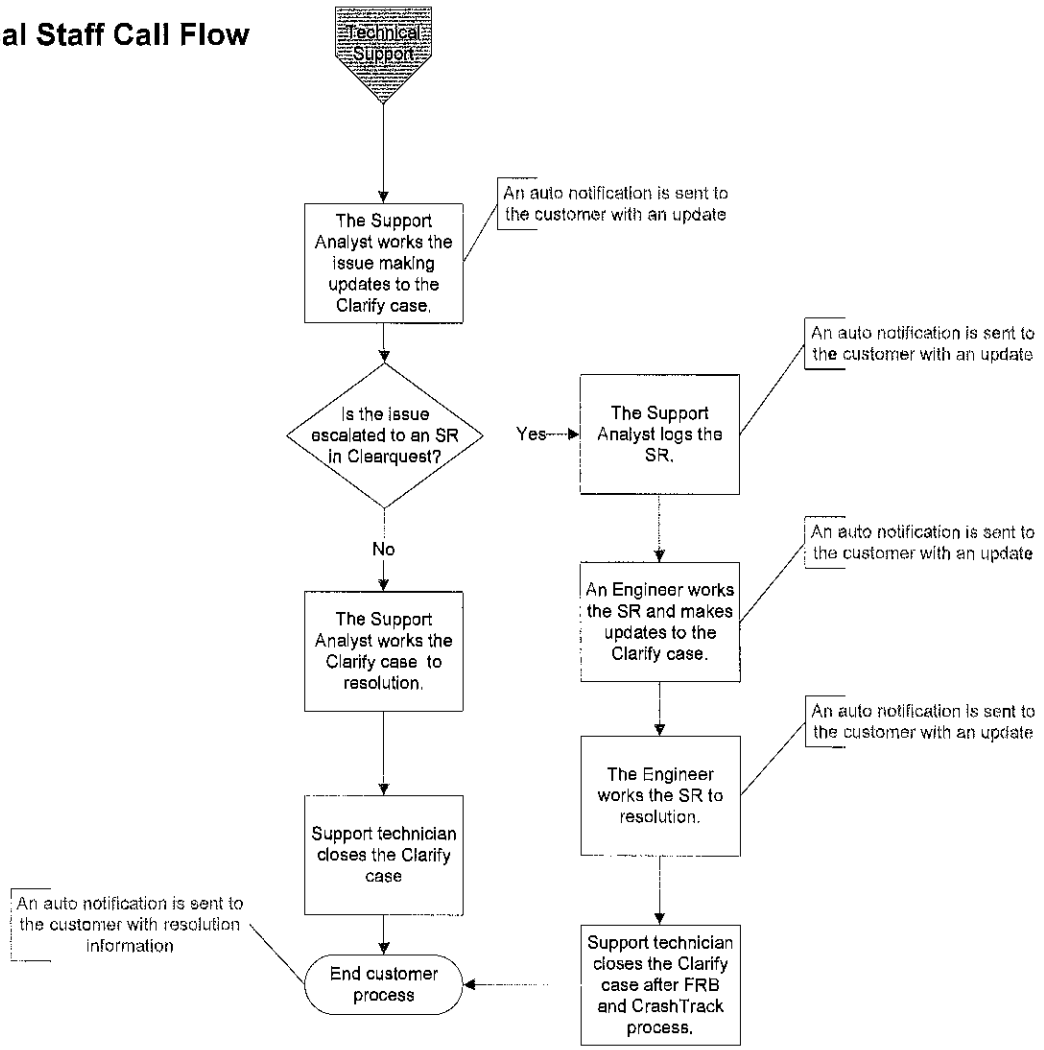
Solutions technical support team member. A unique tracking number will be provided to your agency for future reference.

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 Solutions 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 to Friday). After support operation hours (6:00 p.m. to 6:00 a.m. Mountain Time, Weekends and Motorola Solutions Holidays) customers will be contacted within the contractually specified period of time by a Technical Support Analyst.

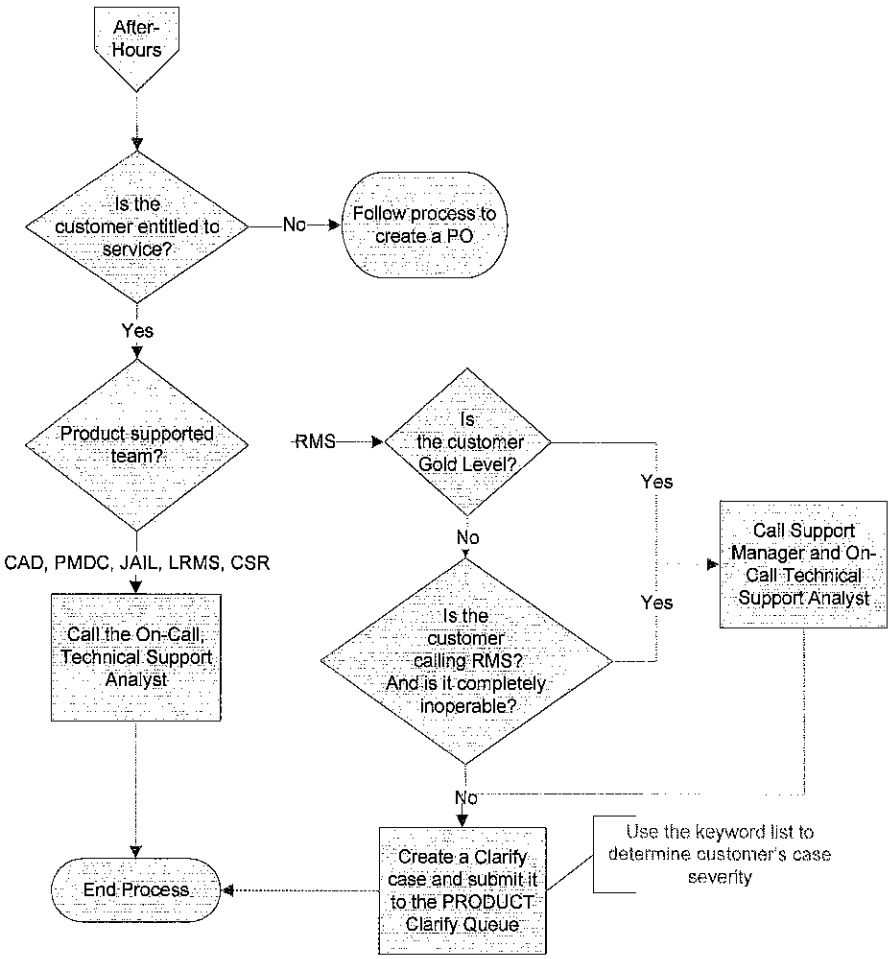
## Motorola Call Flow



## Technical Staff Call Flow



## 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**<br>**Step 2.** Select option 2 (Technical Support)<br>**Step 3**. Select option 6 (Public Safety Applications)<br>**Step 4**. Select product specific option<br>**Step 5.** Provide Site Identification Number (See Exhibit A-Description of Covered Products for your agency's Site Identification Numbers) |

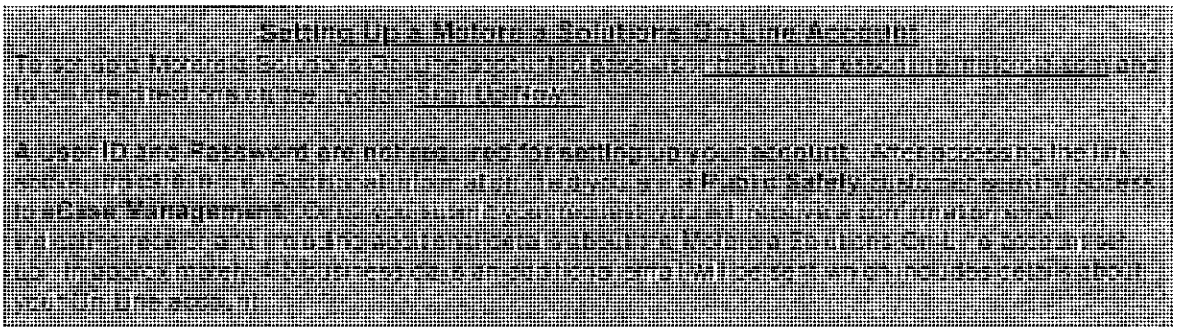
| | |
|---|---|
| **Step 6.** Provide Your Information | Caller Name<br>Contact Phone Number<br>Description of problem<br>Severity of system problem determined at time of call<br>Time available for call back<br>Email address |

| | |
|---|---|
| **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<br>Severity 1: 1 hour<br>Severity 2: 3 business hours<br>Severity 3: 6 business hours<br>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.<br><br>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.<br><br>To request case notifications, please contact your Support Manager. |

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

Motorola Solutions 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.



### Accessing the Technical Case Management web site

Once you have set up your agency's Motorola Solutions On-Line Account, to access the site simply log onto Motorola Solutions at businessonline.motorola.com with your user ID and password, click on the **Contact Us → Open Case**, and select **System Support Issue** from the Issue Type drop-down.

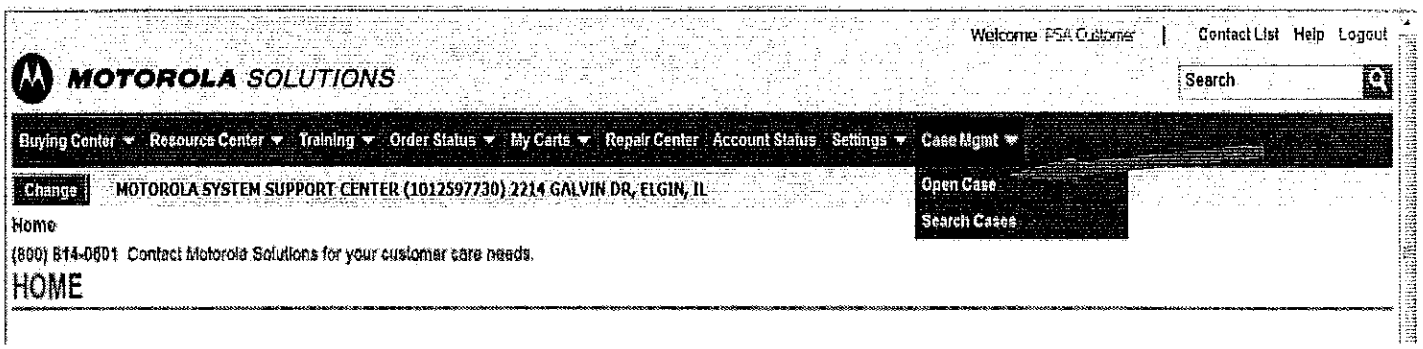
### Primary Features of On-Line Technical Case Management

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

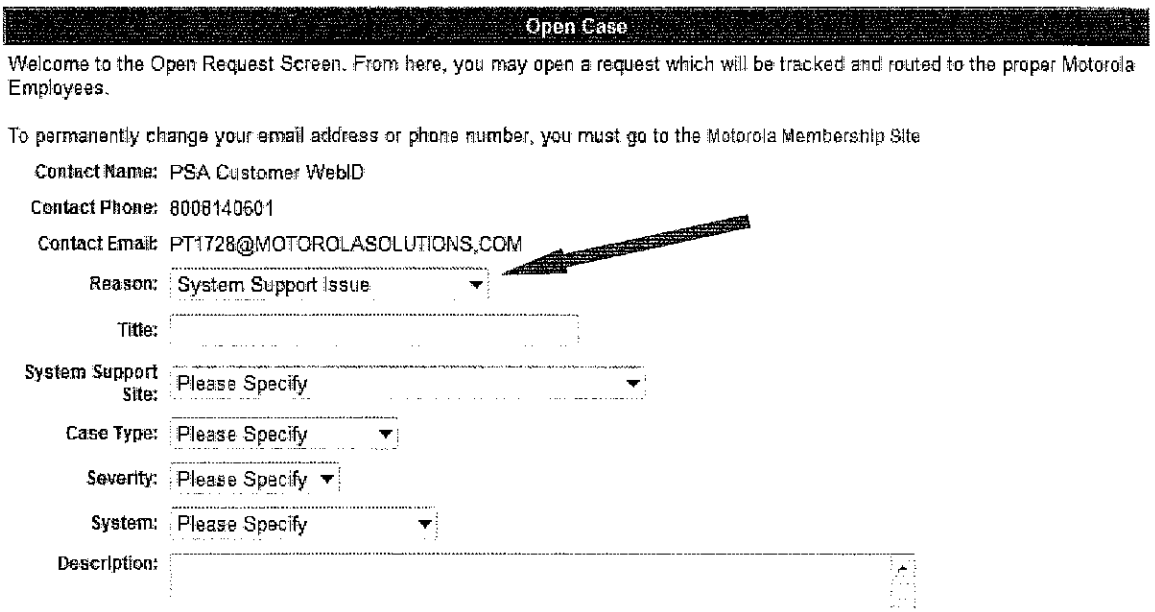
***A. Open new cases***
***B. Search for existing cases and view details of the existing case***
***C. Update existing cases by adding notes***

*A. Open a New Case*

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

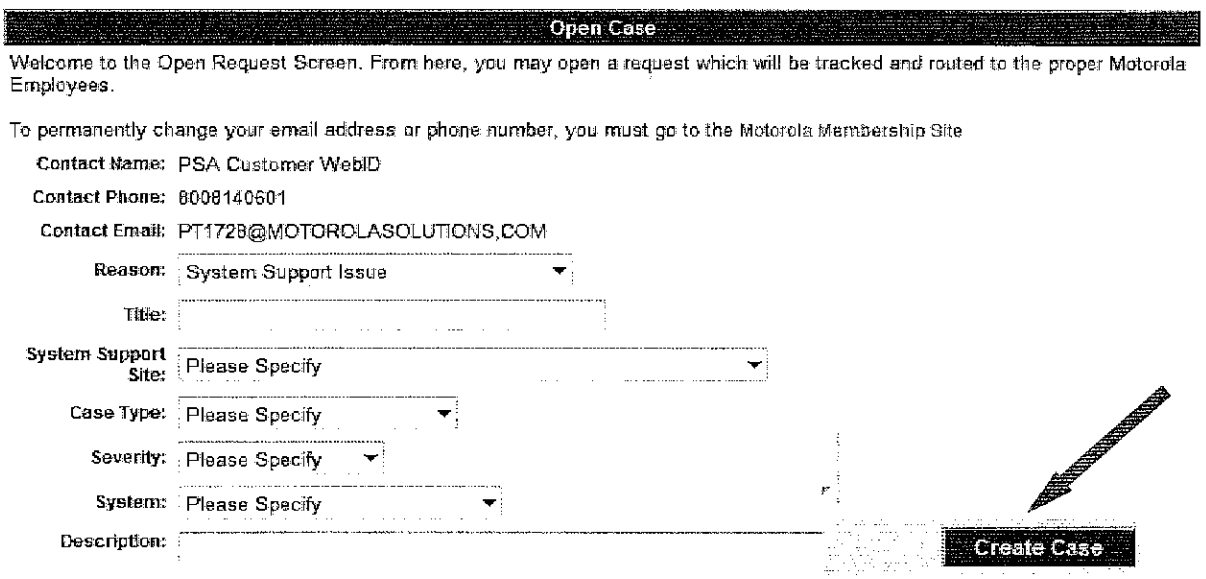


3. Then select the Reason Code = **System Support Issue** (and the page will automatically reload)




Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)

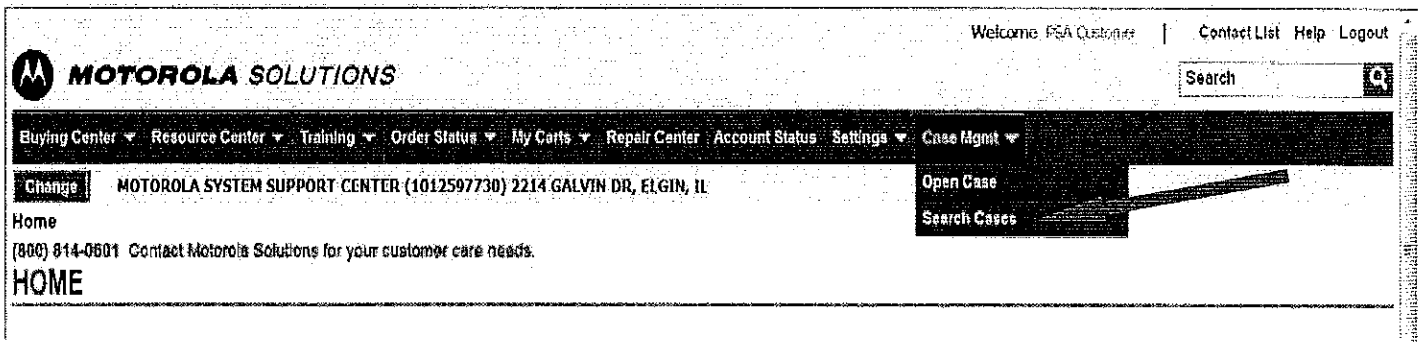
4. Choose case type **Technical Support**, Severity Level and **Public Safety Applications** System
5. Fill in a detailed description of your issue
6. Click "Create Case"

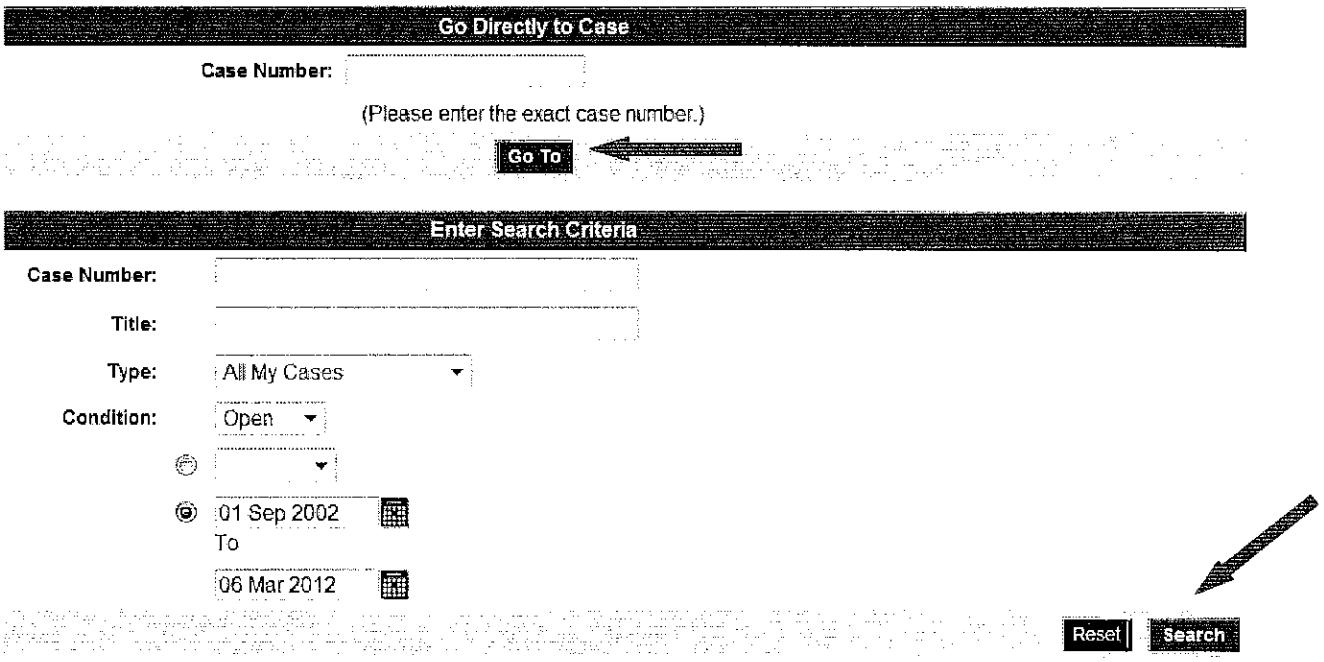



7. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long)
8. The confirmation screen includes "expand all" and "collapse all" buttons for case notes

*B. Search for a Case*

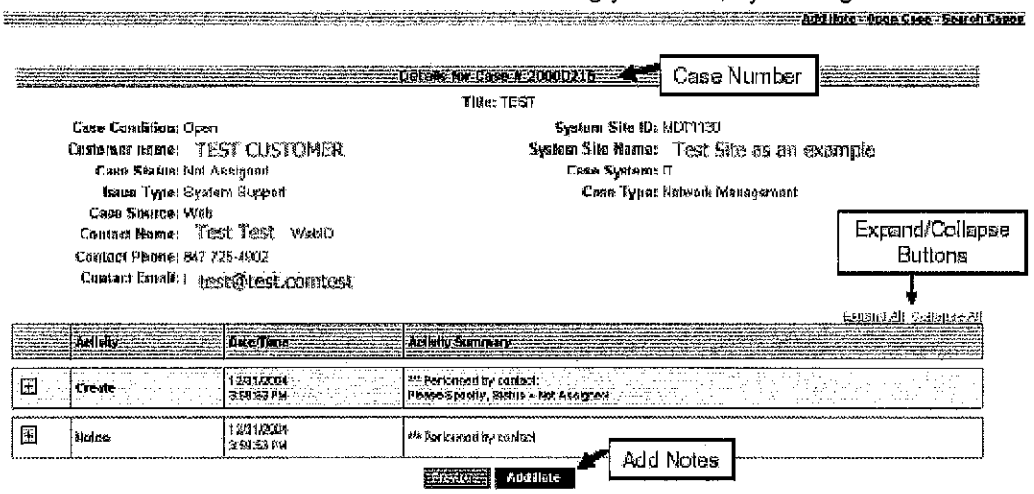
1. Log into Motorola Solutions On-Line
2. Click on the "Case Mgmt" → Search Case
3. Enter the exact case number or enter search criteria to find a range of tickets
4. Click "Got To" or "Search"



### *C. Add Notes to 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 Solutions 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.

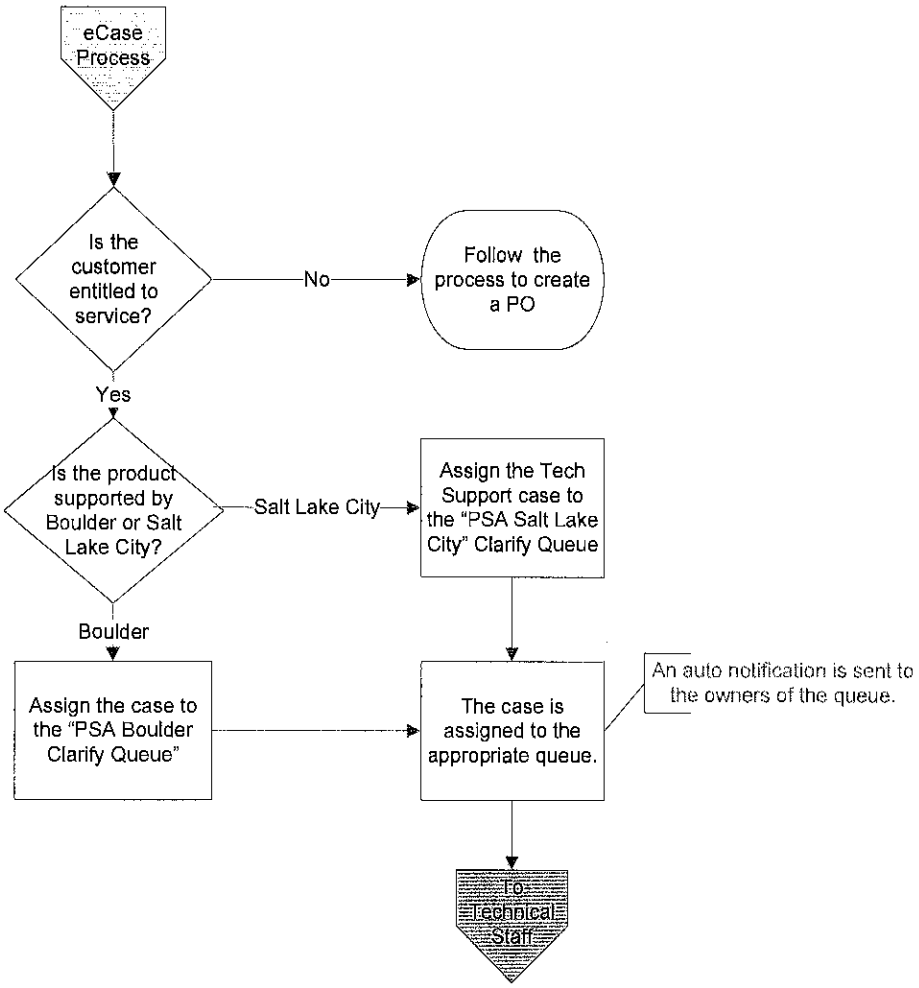
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.

3. When updating case notes, please provide contact information, which includes phone number, email, etc.

4. For questions on Motorola Solutions On-Line eCase Management or administrative support, please contact the Motorola Solutions 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

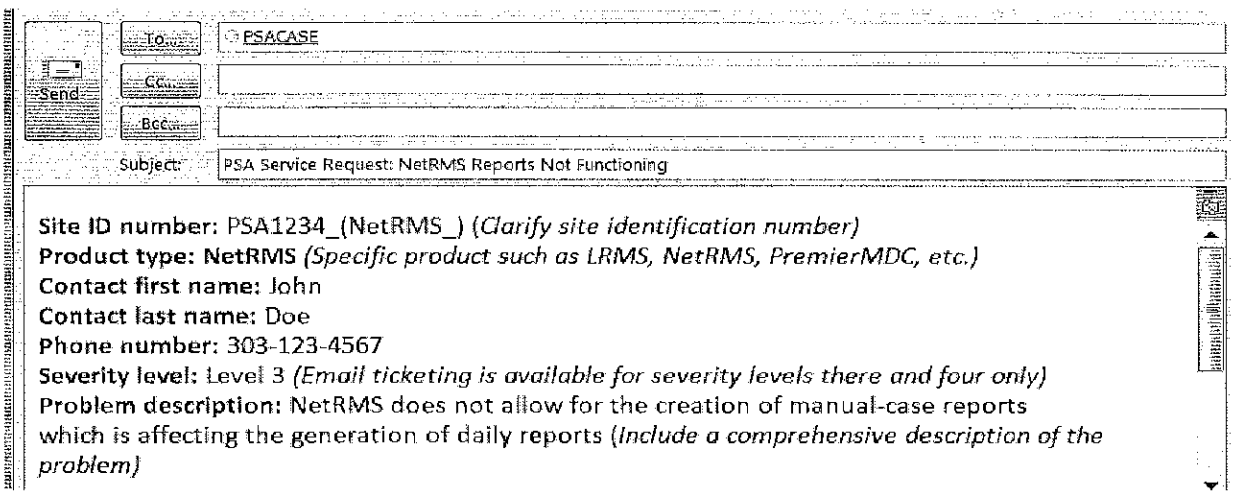
An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Solutions Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for 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: Instructions are also located under "Resources" at: https://motonline.mot.com

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. Severity Levels and Case Management*

Motorola Solutions 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 Solutions 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 Solutions Support team. Due to the urgency involved in some service cases, Motorola Solutions will make every reasonable effort to provide a temporary or work around solution. When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable Supplemental and or Standard Release.

| SEVERITY LEVEL | DEFINITION | RESPONSE TIME |
|---|---|---|
| 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** 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 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** 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 | **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** 2 Standard Business Days **of initial notification** |

*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 Solutions 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** | **ACTION** | **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<br>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<br>Director of Customer Support<br>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<br>Director of Customer Support<br>Director of Systems Integration<br>VP of System Integration<br>VP of Customer Support |
| 12 Hours | If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and account team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering. | Senior Management<br>Support<br>Operations<br>Systems Integration<br>Engineering |

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

3.1 **Reporting a Problem**. Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola Solutions call incoming center. Motorola Solutions will notify the Customer if Motorola Solutions makes any changes in Severity Level (up or down) of any Customer-reported problem.

3.2 Motorola Solutions 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 Solutions diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola Solutions cannot reproduce, Motorola Solutions may enable a detail error capture/logging process to monitor the System. If Motorola Solutions is unable to correct the reported Residual Error within a reasonable time, Motorola Solutions will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola Solutions, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola Solutions will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.

3.3 **Error Correction Status Report**. Motorola Solutions will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

# IV. Key Responsibilities

## 4.1 Motorola Solutions Responsibilities

4.1.1 **Support on Motorola Solutions Software**. Motorola Solutions will provide any required software fixes in the form of either a "patch" or in a Supplemental (maintenance) Release.

4.1.2 **Motorola Solutions Response**. Motorola Solutions 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 Support Plan Options and Pricing Worksheet.

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

4.1.4 **Software Release Compatibility**. At Customer's request, Motorola Solutions will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Solutions Software Supplemental or Standard Releases

4.1.5 **Customer Notifications**. Motorola Solutions will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) hardware and firmware updates, as released and if applicable.

4.1.6 **On-Site Software Correction**. Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola Solutions facilities. Motorola Solutions will decide whether on-site correction of any Residual Error is required and will take appropriate action.

4.1.7 **On-site Product Technical Support Services**. Motorola Solutions 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 3rd party on-site hardware support.

4.1.8 **PremierCAD HP NonStop S-Series Services**:

| | |
|---|---|
| Continuous Availability | The PPM is 24 hours a day, 7 days a week. On-site response time is within two (2) hours for customers within 50 miles of an HP Service Center. Includes on-site coverage for national holidays. |
| High Availability | The PPM is 24 hours a day, 7 days a week. On-site response time is within four (4) hours. Includes on-site coverage for national holidays. |
| Enhanced Availability | The PPM is 8 a.m. – 5 p.m. Monday-Friday, excluding national holidays. On-site response time is next business day. |

Premier CAD HP NonStop Series hardware service plans coverage includes:

- Perform corrective service during the PPM specified in the Plan.
- Log all service requests and furnish telephone and/or on-line diagnostic services from the Motorola Solutions' call intake center or the HP Nonstop Global Management Call Support Center (GMCSC) 24 hours per day, 7 days per week.
- Furnish all labor, parts, materials, and on-site service during the PPM as necessary to ensure HP NonStop Series hardware is operating in accordance with applicable published specifications. Replacement parts will be new or equivalent of new in performance. Replaced parts will become the property of HP.
- Install any mandatory Field Change Order(s) required for the safety or proper operation of maintained HP NonStop Series hardware.
- Assign an HP area Lead with rotational Customer Engineers based on geographical regions that will be responsible for providing service.

- Provide unlimited level 0 support provided by Motorola Solutions System Support Center
- Provide unlimited level 1, 2, and 3 technical telephone support provided by Motorola Solutions Technical Support Team
- Escalation to Engineering for 4th level support as appropriate
- Telephone and Remote VPN support
- Software patches, bug fixes and Supplemental (maintenance) releases as described in the maintenance and support agreement terms
- Repair or exchange of hardware component failures during the warranty term (as applicable)
- Respond to customer's support requests timely. Response criteria are based on severity level as described in Section III of this document.

4.1.9 **Decision Support System ("DSS") Products**. (*Applies to Motorola Solutions Premier CAD Software only).* The CAD DSS products are supported on a consultative basis only with annual consultation hours not to exceed eight (8) hours. Any additional consultation will be invoiced on a time and material basis at Motorola Solutions then current rates for professional services

4.1.10 **Principle Period of Maintenance**. At Customer's request, Motorola Solutions will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola Solutions access to the Equipment before the end of the PPM, Motorola Solutions 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 Solutions then current rates for professional services.

4.1.11 **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 IBR, UCR, NCIC and state interfaces are not part of the covered Services.

4.1.12 **Anti-virus Software**. At Customer's request, Motorola Solutions 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 Solutions will respond to any reported problem as an escalated support call.

4.1.13 **Account Reviews**. Upon request, Motorola Solutions will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.

4.1.14 **Reports**. Service history reports and notifications are available from the Motorola Solutions call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.

4.1.15 **Annual System Performance Review and Report**. Motorola Solutions will prepare the following reports to include.

The following *applies to Premier CAD & HP NonStop Software only:*

| | | | |
|---|---|---|---|
| (a) | System Analysis | MEASURE: | Evaluate disk and CPU load |
| | | PEEK: | Evaluate memory availability and use |
| | | VIEWSYS: | Evaluate use and availability of PCBs |
| | | EMSA/TMDS: | Review logs for hardware reports |
| | | File Sizing | Review file sizing on changeable files |
| (b) | Pathway Analysis | Evaluate effectiveness of system configuration for current load<br>Evaluate TCP/Server statistics<br>Evaluate efficiency of server class maximum and minimum | |

settings

(c) Performance Analysis — TMX Timings: Evaluate application response times

The following *applies to Motorola Solutions® Computer Aided Dispatch Software with on Stratus ftServer only:*

- Update Equipment drivers
- Upload Equipment patches, hot fixes and firmware
- Evaluate effectiveness of System configuration for current load based upon overall CPU Utilization

Based on the Annual System Performance Review and Reports, Motorola Solutions Technical Support Analyst will review findings and recommend software or hardware changes to improve overall operations.

4.1.16 **Maintenance Contract Administration**. Motorola Solutions Maintenance Contracts Administration Department manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola Solutions system.

Approximately four months prior to the expiration of the warranty period, the Motorola Solutions Contracts territory specialist will contact the customer to discuss the options available for their specific site. The terms of the agreement can be customized to your agency's budgetary requirements and cycle. Motorola Solutions offers various levels of support to meet an agency's requirements, for example:

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

## 4.2 Customer Responsibilities

4.2.1 **Initiate Service Request Cases**. Contact Motorola Solution through authorized tools and processes outlined in the Motorola Maintenance and Support agreement Exhibit B to initiate technical support request case.

4.2.2 **Assess Severity Level**. Assist in assessing the correct severity level per the severity level definitions found in Motorola Maintenance and Support Agreement Exhibit B.

4.2.3 **Escalate Appropriately**. Contact Motorola Solutions 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 Motorola Solutions Maintenance and Support Agreement Exhibit B.

4.2.4 **Support on Hardware**. Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola Solutions maintenance and support agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through Motorola Solutions maintenance and support agreement.

4.2.5 **VPN connectivity**. Provide VPN connectivity and telephone access to Motorola Solutions personnel.

4.2.6 **Anti-virus software.** Run installed anti-virus software.

4.2.7 **Operating System ("OS") Upgrades**. Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System. Before installing OS upgrades, Customer will contact Motorola Solutions to verify that a given OS upgrade is appropriate.

4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola Solutions has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Solutions 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 Solutions 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 Solutions Support team expedite the troubleshooting process. 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:** | | **Motorola Solutions Case Number:** | |
| **Contact Name:** | | **E-mail Address:** | |
| **Contact Phone:** | | **Contact Fax:** | |
| **Severity Level:** | | **CAD Correction#:** | |
| **Subject:** | | | |
| **Product/Version:** | | | |

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

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

| | |
|---|---|
| Step One: | |
| Step Two: | |
| Step Three: | |
| Step Four: | |
| Step Five: | |
| Step Six: | |
| Step Seven: | |
| Additional Steps: | |
| **Expected Results:** | |
| **Actual Results:** | |
| **Configuration Checked:** | |

## V. Customer Call Flow

***To Be Provided By Customer***

## VI. Contact Information

**Motorola Solutions Contacts**

| CONTACT | PHONE NUMBER |
|---|---|
| **Motorola Solutions System Support Center** | **(800) 393-9949** |
| Mike Burpoe<br>Director, Customer Support<br>MVW436@motorolasolutions.com | (303) 527-4010 |
| Phillip Askey<br>Tier 2 - Technical Support Manager<br>P.Askey@motorolasolutions.com | (720) 565-4764 |
| David Harris<br>Tier 1 - Technical Support Manager<br>DavidHarris@motorolasolutions.com | (303) 527-4025 |
| Wayne Parent<br>Technical Support Lead – Records Applications<br>Wayne.Parent@motorolasolutions.com | (801) 234-9971 |
| Shelley Rhoads<br>Sr. Manager, Services Business Operations<br>srhoads@motorolasolutions.com | (951) 934-3285 |

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

| |
|---|
| Customer Agency Name:<br>Address:<br>City, State and Zip: |
| Billing Contact Name:<br>Phone No:<br>Fax No:<br>Email: |
| Backup System Administrator Name:<br>Phone No:<br>Fax No:<br>Email: |
| Service Escalations Contact Name:<br>Title:<br>Phone No:<br>Email: |

## Exhibit C

## SUPPORT PLAN OPTIONS AND PRICING WORKSHEET

**Maintenance and Support Agreement #** 185 **Term Length** 6 Months

**Term Start Date** 1/1/14 **Term End Date** 6/30/14

| | | | |
|---|---|---|---|
| **CUSTOMER AGENCY** | **City of Costa Mesa** | **BILLING AGENCY** | **City of Costa Mesa** |
| Address | 99 Fair Drive | Address | 77 Fair Drive |
| City, State, Zip | Costa Mesa, CA 92628 | City, State, Zip | Costa Mesa, CA 92628 |
| **Contact Name** | **Bobby Young** | **Contact Name** | **Accounts Payable** |
| Contact Title | | Contact Title | |
| Telephone Number | | Telephone Number | |
| Fax Number | | Fax Number | |
| Email Address | | Email Address | |

**For support and updates on products below, please contact Motorola Solutions' Public Safety Application's Customer Support:**

**(800) 323-9949 Option 2, Option 6, then select the corresponding product prompts as follows:**

| 1 CAD PRODUCTS | 2 RMS | 3 MOBILE APPLICATIONS | 4 JAIL MANAGEMENT |
|---|---|---|---|
| ☐ PremierOne CAD™ | ☐ PremierOne Records™ | ☐ PremierOne Mobile™ | ☐ Offendertrak™ |
| ☒ Premier CAD™ | ☐ FRMS | ☒ Premier MDC™ | ☐ Imagetrak™ |
| ☐ Motorola Solutions® Computer Aided Dispatch | ☐ NetRMS | ☐ AirMobile™ | ☐ Case Management System |
| ☐ CAD HP NonStop™Series hardware | ☐ Cruiser | ☐ TxMessenger™ | |
| | ☐ ActivePaper | | |

| 5 LRMS | | 0 OTHER | |
|---|---|---|---|
| ☒ Infotrak™ (LRMS) | ☐ Integration Framework | | ☐ Custom Software |
| | ☐ UCRR | | ☐ Enhancements to Products |
| | ☐ Customer Service Request System | | ☐ Other |

| MOTOROLA SOLUTIONS SERVICES | | TERM FEES |
|---|---|---|
| ☒ | STANDARD SUPPORT SERVICES | $ See Exhibit A |
| 1 | Customer Support Plan | $ Included |
| 2 | Case Management 24X7 | $ Included |
| 3 | Technical Support Monday through Friday 8:00 a.m. to 5:00 p.m. Customer local time | $ Included |
| 4 | Third-party Vendor Coordination | $ Included |
| 5 | On-site Support (when applicable) | $ Included |
| 6 | System Audit for PremierCAD HP NonStop | $ Included |
| 7 | SW Releases: Standard & Supplemental | $ Included |
| 8 | Access to Users Group Site | $ Included |
| ☒ | SUPPLEMENTAL SERVICE OPTIONS *Service Descriptions Available Upon Request* | |
| 1 | 24x7 Technical Support Svcs | $ Included |
| 2 | Time and Materials | $ |
| 3 | Professional Services Training | $ |
| 4 | Professional Services Upgrades | $ |
| 5 | Preventive Maintenance | $ |
| 6 | Users Conference Advance Purchase | $ |
| 7 | On-site Support (Dedicated Resource) | $ |
| 8 | GeoFile Services | $ |
| | **MOTOROLA SOLUTIONS TOTAL FEES** | **$ See Exhibit A** |

**USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS**

☐ Users Conference Attendance ($2,650 per Attendee) Year **2014** Number Attendees **0**

- Registration fee
- Hotel accommodations (booked by Motorola Solutions)
- Daily meal allowance (determined by Motorola Solutions guidelines)
- Roundtrip travel for event (booked by Motorola Solutions)
- Ground Transportation (booked by Motorola Solutions)

**TERM GRAND TOTAL* $ See Exhibit A**

**Excludes taxes if applicable*

***Prepared by: Cindy Marnin, 515-758-3021, CindyMarnin@motorolasolutions.com***

## Exhibit D
## LABOR RATES

**MAINTENANCE AND SUPPORT AGREEMENT** **185** **TERM:** **1/1/14 – 6/30/14**

**CUSTOMER:** **City of Costa Mesa**

The following are Motorola Solutions' current billable 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 PPM.**

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

**The following rates apply to Customers without a current, active Maintenance and Support Agreement.**

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