Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

D-26-13857

LEGISLATIVE TRACKING FORM

Filing for Council Meeting Date: 02/17/26 **____ Resolution** **_X_ Ordinance**

Contact/Prepared By: _____ **Date Prepared:** _____

Title (Caption): An ordinance approving Amendment 2 to Contract #6468641 between Motorola Solutions Inc. and the Metropolitan Government of Nashville and Davidson County for the provision of a 800Mhz P25 simulcast radio system software upgrade, migration, and maintenance.

Submitted to Planning Commission? ___ **N/A** ___ **Yes-Date:** _____ **Proposal No:** _____

Proposing Department: _____ **Requested By:** _____

Affected Department(s): _____ **Affected Council District(s):** _____

Legislative Category (check one):

_____ Bonds	_____ Contract Approval	_____ Intergovernmental Agreement
_____ Budget - Pay Plan	_____ Donation	_____ Lease
_____ Budget - 4%	_____ Easement Abandonment	_____ Maps
_____ Capital Improvements	_____ Easement Accept/Acquisition	_____ Master List A&E
_____ Capital Outlay Notes	_____ Grant	_____ Settlement of Claims/Lawsuits
_____ Code Amendment	_____ Grant Application	_____ Street/Highway Improvements
_____ Condemnation	_____ Improvement Acc.	_____ Other: _____

FINANCE **Amount +/-: $** _____ **Match: $** _____

Funding Source:

- Capital Improvement Budget
- Capital Outlay Notes
- Departmental/Agency Budget
- Funds to Metro
- General Obligation Bonds
- Grant
- Increased Revenue Sources
- Judgment and Losses
- Local Government Investment Project
- Revenue Bonds
- Self-Insured Liability
- Solid Waste Reserve
- Unappropriated Fund Balance
- 4% Fund
- Other: _____

Approved by OMB: kenneth Hartlage

Approved by Finance/Accounts: _____

Approved by Div Grants Coordination: _____

Date to Finance Director's Office: 2/6/2026 | 10:32 AM CST

APPROVED BY FINANCE DIRECTOR'S OFFICE: Jenneen Reed/mjw

ADMINISTRATION

Council District Member Sponsors: _____

Council Committee Chair Sponsors: _____

Approved by Administration: _____ **Date:** _____

DEPARTMENT OF LAW

Date to Dept. of Law: _____ Approved by Department of Law: _____

Settlement Resolution/Memorandum Approved by: _____

Date to Council: _____ For Council Meeting: _____ ☐ E-mailed Clerk

☐ All Dept. Signatures ☐ Copies ☐ Backing ☐ Legislative Summary ☐ Settlement Memo ☐ Clerk Letter ☐ Ready to File

Department of Law – White Copy ***Administration –Yellow Copy*** ***Finance Department - Pink Copy***

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

ORDINANCE NO._____

An ordinance approving Amendment 2 to Contract #6468641 between Motorola Solutions Inc. and the Metropolitan Government of Nashville and Davidson County for the provision of an 800Mhz P25 trunked simulcast radio system software upgrade, migration, and maintenance.

WHEREAS, the Metropolitan Government entered into Contract #6468641 with Motorola, Inc., on April 1, 2021, for the purpose of obtaining a turnkey solution for the technology upgrade, migration, and maintenance of the Metropolitan Government's public safety 800MHz Trunked Simulcast Radio Systems; and

WHEREAS, Amendment 1 to the contract added Exhibits E and F, contractor's "Solutions Customer Agreement" and "Firm Fixed Price Proposal—ASTRO 25 Managed Detection and Response"; increased the contract value to add $138,854.44 for a revised contract total of $32,940,186.00; replaced Exhibit A to reflect new pricing; and inserted a "Boycott of Isreal" clause as 7.27; and

WHEREAS, Amendment 2 to this contract extends the contract term total to 63 months so that the new termination date will be July 1, 2026; and

WHEREAS, Amendment 2 also amends the contract value to add $795,735.00 for a revised contract total of $33,735,921.00; and

WHEREAS, Section 4.12.160 of the Metropolitan Code limits the term of contracts for supplies to sixty (60) months, unless otherwise authorized by the Metropolitan Council; and

WHEREAS, it is to the benefit of the citizens of The Metropolitan Government of Nashville and Davidson County that this Amendment 2 be approved.

NOW, THEREFORE, BE IT ENACTED BY THE COUNCIL OF THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:

Section 1. That Amendment 2 to Contract #6468641 between Motorola Solutions, Inc., and the Metropolitan Government of Nashville and Davidson County, which extends the term of the contract and increases the value of the contract, a copy of which is attached hereto and incorporated herein, is hereby approved.

Section 2. That this ordinance shall take effect from and after its adoption, the welfare of The Metropolitan Government of Nashville and Davidson County requiring it,

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

RECOMMENDED BY:

Dennis Rowland

Dennis Rowland
Purchasing Agent

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/mjw

Jenneen Reed, Director
Department of Finance

APPROVED AS TO FORM AND LEGALITY:

Ann Mikkelsen

Assistant Metropolitan Attorney

INTRODUCED BY:

Member(s) of Council

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

Contract Amendment Abstract

Contract Amendment Information

Contract Title: 800Mhz P25 Trunked Simulcast Radio System Software Upgrade, Migration

Amendment Summary: Amend clause 3.1 Contract Term to extend the contract to 63 months. Amend clause 3.2.1 Contract Value to add $795,735.00 for a revised contract total of $33,735,921.00.

Contract Number: 6468641 Amendment Number: 2 Request Number: A2026084

Type of Contract: Multi-Year Contract **Requires Council Legislation: No**

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 04/01/2021 Contract Expiration Date: 06/30/2026 Contract Term: 63 Months

Previous Estimated Contract Life Value: $32,940,186.00

Amendment Value: $795,735.00 Fund: 51137, 40025*

New Estimated Contract Life Value: $33,735,921.00 COST CENTER: 1014521123, 1014401025*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Jan Harvey BAO Staff: Angie Martin

Procuring Department: **ITS** Department(s) Served: **Metro Wide**

Prime Contractor Information

Prime Contracting Firm: Motorola Solutions, Inc. ISN#: 1115 Phone #: 407-562-3981

Address: 341 Cool Springs Blvd, Suite 300 City: Franklin State: TN Zip: 37067

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Brian Lorenz Email Address: brian.lorenz@motorolasolutions.com

Prime Contractor Signatory: Janet Fernandez **Email Address:** janet.fernandez@motorolasolutions.com

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: SBE/SDV Participation

Amount: TBD Percent, if applicable: 0.760%

Equal Business Opportunity Program: Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

AMENDMENT NUMBER 2 TO CONTRACT NUMBER 6468641
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND MOTOROLA SOLUTIONS, INC.

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and MOTOROLA SOLUTIONS, INC. located in Franklin, TN.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated April 01, 2021, Metro Contract numbered 6468641, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 3.1 Contract Term to extend the contract to 63 months. Amended clause shall read as follows:

   "The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end sixty (63) months from the date of filing with the Metropolitan Clerk's Office. When it has been so signed and filed, this contract shall be effective as of that date of filing. ("Effective Date")."

2. Amend clause 3.2.1 Contract Value to add $795,735.00 for a revised contract total of $33,735,921.00. Amended clause shall read as follows:

   "The total Contract Price in U.S. dollars is $33,735,921.00. The pricing details documented below and more fully described in Exhibit A, Exhibit D, and Exhibit F. CONTRACTOR shall be paid and METRO is accordingly invoiced based on the and the Firm Fixed Price Proposal attached as Exhibit F."

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

[BALANCE OF PAGE IS INTENTIONALLY LEFT BLANK]

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

Contract Number 6468641

Amendment Number 2

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

John Griffey — gn

Dept. / Agency / Comm. Head or Board Chair. — Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Dennis Rowland — DRC

Purchasing Agent — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jennieen Reed/MAL — kft

Director of Finance — BA

APPROVED AS TO FORM AND LEGALITY:

Ann Mikkelsen — B

Metropolitan Attorney — Insurance

Metropolitan Mayor — COO

ATTESTED:

Metropolitan Clerk — Date

CONTRACTOR

Motorola Solutions

Company Name

Janet Fernandez

Signature of Company's Contracting Officer

Janet Fernandez

Officer's Name

Vice President Southeast Region Government Sales

Officer's Title

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Lexington Insurance Company	19437
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
Attn Stephanie Lampi
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570113992081 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							
A	AUTOMOBILE LIABILITY	Y		AS2-641-005169-015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	
	DED RETENTION							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N		Y	WA764D005169085 All Other States	07/01/2025	07/01/2026	X PER STATUTE OTH-ER	
B	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N / A	Y	WC7641005169095 WI	07/01/2025	07/01/2026	E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	$1,000,000
							E.L. DISEASE-POLICY LIMIT	$1,000,000
C	E&O - Miscellaneous Professional-Primary			016006739 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Each Claim Policy Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract # 6468641. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers related to this project are included as Additional Insured with respect to the General Liability and Automobile Liability policies if required by written and executed contract. General Liability and Automobile Liability policies are Primary and Non-Contributory if required by written and executed contract. A Waiver of Subrogation is provided under the Workers' Compensation policy.

CERTIFICATE HOLDER

Purchasing Agent
Metropolitan Government of
Nashville and Davidson County
Metro Courthouse
Nashville TN 37201 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570113992081

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A2026084

Tuesday, January 13, 2026

Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email PRG@nashville.gov.

Departmental Information

What is your name?	Rich Rairigh
What is your department?	ITS - Radio Communications
What is your email address?	rich.rairigh@nashville.gov
What is your phone number?	(423) 612-2112
What is the number of the contract being amended?	6468641
What is the title of the contract being amended?	800MHz P25 Trunked Simulcast Radio System Software Upgrade Migration
What is this amendment number?	2

Supplier Information

Who is the supplier?	Motorola
What is the supplier's address?	341 Cool Springs Blvd. Suite#300 Franklin, TN 37067 Franklin, Tennessee, 37067
Is the supplier registered in iSupplier?	Yes
If yes, what is the supplier's ISN?	1115
Who is contract signatory for the supplier?	Janet Fernandez
What is the supplier contract signatory's email address?	janet.fernandez@motorolasolutions.com

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

What is the supplier contract signatory's phone number?	(407) 562-3981

Amendment Information

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?	Yes.
If yes, what will be the new end date for this contract?	Tuesday, June 30, 2026
Upload revised project schedule as appropriate.	Metro Government of Nashville_MAP … .pdf Metro Government of Nashville_MA… .docx
Will this amendment change the value of the existing contract?	Yes.
If yes, what is the value of the original contract?	$32,940,186
If yes, what is the total value of any previously executed amendments?	$138,854.44
If yes, what is the value of this unexecuted amendment?	$795,735.00
If yes, what is the percentage increase represented by this unexecuted amendment?	.024%
If yes, what will be the new value of the existing contract?	$33,735.921
Will this amendment change the scope of work of the existing contract?	No.
Will this amendment change the terms & conditions of the existing contract?	No.

Explain any additional changes resulting from this amendment not described above.

Maintain operational support for the period 04/01/26 - 06/30/26.

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

Prior to submiting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

What is the fund number for this purchase?	14521123.502920
What is the business unit (BU) number for this purchase?	14521123.502920
What is the object account number for this purchase?	14521123.502920
I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.	Yes
I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.	Yes

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

MOTOROLA SOLUTIONS

CHANGE ORDER
001

Change Order Number:	002
Date:	1/12/2026
Project Name and Number:	TN-19I137A_NASHVILLE, METRO GOVERNMENT OF - 5 Year SMA / SUAII / Projects
Customer Name:	NASHVILLE, METRO GOVERNMENT OF
Customer Project Mgr:	Chris Gillis-Massey

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

To provide the Metro Government of Nashville with a three (3) month extension to their MAP contract to extend the Premier Managed Services for COAM services from April 1st to June 30th of 2026.

Additionally, this Change Order shall remove the final sentence from Section 3.1 of the Agreement.

Contract Project Identifier (Name or Number): USC000003891 **Contract Date:** 3/31/2021

In accordance with the terms and conditions of the contract identified above between [enter customer name] and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	$ 32,940,186.00
Previous Change Order amounts for Change Order numbers [000] through [000]:	$ N/A
This Change Order:	$ 795,735.00
Contract Credit (If Applicable):	$ 0.00
New Contract Price:	$ 33,735,921.00

***"Contract Price" does not include taxes.**

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

MOTOROLA SOLUTIONS

CHANGE ORDER
001

Completion Date Adjustments

Original Completion Date:	3/31/2026
Current Completion Date prior to this Change Order:	3/31/2026
New Completion Date:	6/30/2026

Equipment Changes: *(additions, deletions or modifications)* Include attachments if needed.

None

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed.

N/A

SUA/Support Service Changes: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.

N/A

Schedule Changes: *(describe change or N/A)*

N/A

Contract / Price Changes: *(describe change or N/A)*

Section 3.1 (Contract Term) of the Agreement will be amended as follows:

The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. When it has been so signed and filed, this contract shall be effective as of that date of filing. ("Effective Date").

~~In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.~~

The Price of this three (3) Month Extension will be an additional $795,735.00.

Customer Responsibilities: *(describe change or N/A)*

N/A

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

MOTOROLA SOLUTIONS

CHANGE ORDER

001

Payment Schedule for this Change Order: *(describe new payment terms applicable to this change order)*
Payment for this Change Order shall be due, in full April 1st, 2026, at the beginning of the extension period for the additional services provided.

Purchase Order Requirements for this Change Order (select only one).

☐ A Purchase Order is required - included with this change order and is attached.

☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

☐ No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Reviewed by: _____ Date: _____
Motorola Solutions Project Manager

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

Amendment Request Review

,Reviewed By:	Gary C. Clay	**Department:**	Police
Contract #:	6468641	**Unique ID No.**	
Contractor Name:	Motorola Solutions, Inc.	**Contract Description:**	800Mhz P25 Trunked Simulcast Radio System Software Upgrade, Migration
Amendment No:	2	**Amendment Amount:**	$795,735.00
Recommendation:	**Approve**		

Review:
This amendment increases the estimated value by $795,735.00 for a revised estimated contract value of 33,735,921.00 .
Exhibit A-Pricing would need to be updated to reflect new pricing per the amendment.

- Amendment has **no impact** on the scope of the contract.
- Amendment will extend the **contract term** to 06/30/2026.
- Amendment will **require Council approval** as the amendment seeks to extend the Contract beyond (60) months of the original Contract date.

Based on the above, **amendment is recommended.**

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

DEPARTMENT of FINANCE
DIVISION OF PURCHASES
PURCHASING.NASHVILLE.GOV

Amendment Request Signature Form

Amendment Number	A2026084
Date Received	January 13, 2026

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

1/18/2026 | 10:56 AM CST

Date Signed

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

Contract Amendment Abstract

A Matter #: A-49663

Contract Amendment Information

Contract Title: 800Mhz P25 Trunked Simulcast Radio System Software Upgrade, Migration

Amendment Summary: Amend clause 1.1 Heading to add Exhibit E and Exhibit F to the list of contract documents. Amend clause 3.2.1 Contract Value to add $138,854.44 for a revised contract total of $32,940,186.00 and add Exhibit F as a pricing reference. Remove and replace Exhibit A – Pricing to reflect new pricing figures. Insert Boycott of Israel clause as 7.27 and renumber each subsequent clause.

Contract Number: 6468641 Amendment Number: 1 Request Number: A2026011

Type of Contract: Multi-Year Contract **Requires Council Legislation:** **No**

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Contract Start Date: 04/01/2021 Contract Expiration Date: 03/31/2026 Contract Term: 60 Months

Previous Estimated Contract Life Value: $32,801,331.56

Amendment Value: $138,854.44 Fund: 51137, 40025*

New Estimated Contract Life Value: $32,940,186.00 BU: 14521123, 14401025*

(* Depending on contract terms, actual expenses may hit across various departmental BUs and Funds at PO Levels)

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Jan Harvey BAO Staff: Angie Martin

Procuring Department: **ITS** Department(s) Served: **Metro Wide**

Prime Contractor Information

Prime Contracting Firm: Motorola Solutions, Inc. ISN#: 1115 Phone #: 615-508-8533

Address: 341 Cool Springs Blvd, Suite 300 City: Franklin State: TN Zip: 37067

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ LGBTBE ☐ (select/check if applicable)

Prime Company Contact: Brian Lorenz Email Address: brian.lorenz@motorolasolutions.com

Prime Contractor Signatory: Janet Fernandez **Email Address:** **janet.fernandez@motorolasolutions.com**

Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program: SBE/SDV Participation

Amount: TBD Percent, if applicable: 0.760%

Equal Business Opportunity Program: Program Not Applicable

MBE Amount: N/A MBE Percent, if applicable: N/A

WBE Amount: N/A WBE Percent, if applicable: N/A

Federal Disadvantaged Business Enterprise: No

Amount: N/A Percent, if applicable: N/A

Note: Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

AMENDMENT NUMBER 1 TO CONTRACT NUMBER 6468641
BETWEEN
THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY
AND MOTOROLA SOLUTIONS, INC.

This Amendment is entered into on the day this document is filed with the Metropolitan Clerk's Office, by and between THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY (METRO) and MOTOROLA SOLUTIONS, INC. located in Franklin, TN.

WITNESSETH

WHEREAS, the parties desire to modify the terms and conditions and to add or delete certain other terms and conditions to their original agreement dated April 01, 2021, Metro Contract numbered 6468641, hereinafter the "CONTRACT", the parties hereby agree as set forth below:

This amendment affects the following changes to the contract:

1. Amend clause 1.1 Heading to add Exhibit E and Exhibit F to the list of contract documents. The amended clause shall read as follows:

> "This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Motorola Solutions, Inc** ("CONTRACTOR" or "Motorola") located at 341 Cool Springs Blvd, Suite 300, Franklin, TN 37067. METRO and Motorola may be referred to individually as a "Party" and collectively as the "Parties."
>
> This contract consists of the following documents:
> • ***Any properly executed contract amendment (most recent with first priority),***
> • ***This document including exhibits,***
> • ***Exhibit A – Pricing,***
> • ***Exhibit B – ISA Terms and Conditions,***
> • ***Exhibit C – Contractor's Software License Agreement,***
> • ***Exhibit D – Contractor's SUA Agreement,***
> • ***Exhibit E – Contractor's Solutions Customer Agreement,***
> • ***Exhibit F – Contractor's Firm Fixed Price Proposal-ASTRO 25 Managed Detection and Response,***
> • ***The solicitation documentation (made a part of this contract by reference) (RFQ 19107),***
> • ***Purchase orders (and PO Changes),***
> • ***Equal Business Opportunity (EBO) Program forms (incorporated by reference).***
>
> In the event of conflicting provisions, all documents shall be construed in the order listed above."

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2. Amend clause 3.2.1 Contract Value to add $138,854.44 for a revised contract total of $32,940,186.00 and add Exhibit F as a pricing reference. Amended clause shall read as follows:

   "The total Contract Price in U.S. dollars is $32,940,186.00. The pricing details documented below and more fully described in Exhibit A, Exhibit D, and Exhibit F. CONTRACTOR shall be paid and METRO is accordingly invoiced based on the and the Firm Fixed Price Proposal attached as Exhibit F."

3. Remove and replace Exhibit A – Pricing to reflect new pricing figures.

4. Add Exhibit E–Contractor's Customer Service Agreement to reflect new contract terms in connection with system upgrades.

5. Add Exhibit F–*Contractor's Firm Fixed Price Proposal-ASTRO 25 Managed Detection and Response* to reflect Contractor's proposal to Metro for system upgrades.

6. Insert Boycott of Israel clause as 7.27 and renumber each subsequent clause. Inserted clause shall read as follows:

   "Boycott of Israel
   The Contractor certifies that it is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by **Tenn. Code Ann. § 12-4-119**. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars ($250,000) or to contractors with less than ten (10) employees."

This amendment shall not be binding upon the parties until it has been signed by the CONTRACTOR and authorized representatives of the Metropolitan Government and filed in the office of the Metropolitan Clerk.

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Contract Number 6468641

Amendment Number 1

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

John Griffey — GR
Dept. / Agency / Comm. Head or Board Chair. — Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Dennis Rowland — BCC
Purchasing Agent — Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

Jenneen Reed/MAL — GAM
Director of Finance — BA

APPROVED AS TO FORM AND LEGALITY:

Erica Haber — B
Metropolitan Attorney — Insurance

Freddie O'Connell — KW
Metropolitan Mayor — COO

ATTESTED:

Austin Kyle — 12/16/2025 | 11:04 AM PST
Metropolitan Clerk — Date

CONTRACTOR

Motorola Solutions
Company Name

Janet Fernandez
Signature of Company's Contracting Officer

Janet Fernandez
Officer's Name

Vice President Southeast Region Government Sales
Officer's Title

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Exhibit A - Pricing

DELIVERABLES	***AMOUNT (per Contract Year)***				
	Contract Year 1	***Contract Year 2***	***Contract Year 3***	***Contract Year 4***	***Contract Year 5***
OPTION 2 **Project Shifting** (600) Subs move to Year 2, Bridgestone RF site Year 4, remaining options in Year 2. XT Replacement Subs are split evenly into Years 3, 4, and 5.	$ 6,232,829.62	$ 2,553,324.28	$ 3,485,379.26	$ 4,275,387.61	$ 2,661,466.44
UPGRADE AND MIGRATION TURNKEY SOLUTION - ALL materials, planning, management, installations, and service of any other type, in accordance with the solicitation scope of services and specifications.	$ 2,718,588.87	$ 2,718,588.87	$ 2,718,588.87	$ 2,718,588.87	$ 2,857,443.31
	total per contract year*	total per contract year*	total per contract year*	total per contract year*	total per contract year*
Totals Per Year	***$ 8,951,418.49***	***$ 5,271,913.15***	***$ 6,203,968.13***	***$ 6,993,976.48***	***$ 5,518,909.75***

*** total to be paid in equal quarterly payments in advance of quarterly contract period**

The Price of Installation and Recurring Services of the ASTRO 25 Managed Detection and Response Service for the six (6) month period.

Motorola Solutions Customer Agreement

This Motorola Solutions Customer Agreement (the "MCA") is entered into between Motorola Solutions, Inc., and affiliated companies, located at 105 Westpark Drive suite 200 Brentwood TN ("Motorola") and the entity purchasing Products (as defined below) from Motorola ("Customer"). Motorola and Customer will each be referred to herein as a "Party" and collectively as the "Parties".

1. **Definitions.**

Any capitalized term that is not defined in this section shall have the meaning stated in Section 7.1 of the Contract Purchase Agreement.

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

"Change Order" means a written amendment to this Agreement after the Effective Date.

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

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

"Customer Data" has the meaning given to it in the DPA.

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

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

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

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

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

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

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

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

"Maintenance and Support Services" means the break/fix maintenance, technical support, or other Services

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described in the applicable Proposal.

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

"Motorola Materials" means proprietary equipment, hardware, content, software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party). Products, Motorola Data, Third-Party Data (as defined in the DPA), and Documentation, are considered Motorola Materials.

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

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

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

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

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

"Service Completion Date" means the date of Motorola's completion of the Services described in a Proposal.

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

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

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

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

"**Subscription**" means a recurring payment for Products, as set out in the Proposal.

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

2. Products and Services.

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

2.2 Services.

2.2.1 Motorola will provide Services, to the extent set forth in this Agreement, and the goods and services contract between the Parties to which this Agreement is attached as "Exhibit E."

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

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

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

2.2.5 Professional Services

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

2.3 Additional Product Terms. If the Products include one of the following Products or Product types, additional terms apply as found in the below links:
Data licensed from Motorola

2.4 Non-Preclusion. If, in connection with the Products provided under this Agreement, Motorola performs assessments of its own, or related, products or makes recommendations, including a recommendation to purchase other products, nothing in this Agreement precludes such efforts nor precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products to Customer. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies.

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

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

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

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

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

2.10 Proposal will set forth the Term for the Products governed thereby.

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

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

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

2.13 The Proposal Price of $138,854.44, excluding taxes, is fully committed and identified, including all subsequent years of any contracted Services. The Customer will pay all invoices as received from Motorola subject to the terms of this Agreement and any changes in scope will be subject to the change order process as described in this Agreement.

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

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

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

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

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

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

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

3.3 Site Issues. Upon its request, which will not be unreasonably denied, Motorola will have the right to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 6 – Sites; Customer-Provided Equipment; Non-Motorola Materials**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in a Proposal is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Proposal.

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

3.5 Non-Motorola Materials. In certain instances, Customer may be permitted to access, use, or integrate Non- Motorola Materials with or through the Products. If Customer accesses, uses, or integrates any

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

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

3.7 End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Non-Motorola Materials software are governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products. Customer will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software. Certain third party flow-down terms applicable to Motorola Products may apply.

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

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

4. Representations and Warranties.

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

4.2 Communications Systems. During the Warranty Period, in addition to warranty services, Motorola will provide Maintenance and Support Services for the Equipment and support for the Motorola Licensed Software in Communication Systems pursuant to the applicable maintenance and support Proposal. Support for the Licensed Software will be in accordance with Motorola's established

Software Support Policy ("SwSP"). If Customer wishes to purchase (a) additional Maintenance and Support Services during the Warranty Period; or (b) continue or expand maintenance, software support, installation, and/or Motorola's LMS after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document and such terms will be agreed upon in a Proposal. Unless otherwise agreed by the Parties in writing, the terms and conditions of the MSLMA referenced in Section 3.2.2 will govern the provision of such Services.

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

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

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

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

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

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

4.9 Limitation of Liability TO THE EXTENT PERMITTED BY APPLICABLE TENNESSEE LAW, EXCEPT FOR PERSONAL INJURY OR DEATH, THE TOTAL AGGREGATE LIABILITY OF MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES"), WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE RECURRING SERVICES SET FORTH IN EXHIBIT F TO THE AGREEMENT WILL NOT EXCEED THE FEES, OR PORTION OF FEES, RELATED TO THE PRODUCT UNDER WHICH THE CLAIM AROSE. WITH RESPECT TO ANY SUCH RECURRING SERVICES.

4.10 Statute of Limitations.

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

5. Proprietary Rights; Data; Feedback.

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

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

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

5.3 Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

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

6. Acceptance

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

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Firm Fixed Price Proposal

Metro Government of Nashville

ASTRO 25 Managed Detection and Response

25-181844 / Cybersecurity Services

July 11, 2025

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MOTOROLA SOLUTIONS

Motorola Solutions, Inc.
500 W Monroe Street, Ste 4400
Chicago, IL 60661-3781
USA

July 11, 2025

Mr. Rich Rairigh
Metro ITS Division Manager
Metro Government of Nashville
Phone: (423) 612-2112
Email: rich.rairigh@nashville.gov

RE: ASTRO® Managed Detection and Response

Dear Mr. Rairigh:

Motorola Solutions, Inc. (Motorola) appreciates the opportunity to provide Metro Government of Nashville quality cybersecurity services. Motorola's project team has taken great care to propose a solution to address your needs and provide exceptional value to Metro Government of Nashville through the following:

- Providing a market leading MDR solution for Metro Government of Nashville's network with Motorola's SOAR platform, known as ActiveEye
- Providing geographically redundant Security Operations Centers (SOC) operating 24 hours a day, 7 days per week, 365 days per year

We are confident that Motorola can provide a best-in-class premier offering of MDR to Metro Government of Nashville. Motorola Solutions' proposal is conditioned upon Metro Government of Nashville acceptance of the terms and conditions included with this proposal, or a mutually negotiated version thereof.

Any questions Metro Government of Nashville has regarding this proposal can be directed to Mike Allen, Cybersecurity Area Sales Manager by email at mike.allen@motorolasolutions.com or via cell at 518-769-3160.

Our goal is to provide you with the best products and services available in the industry to address your ongoing Cybersecurity needs. We thank you for the opportunity to provide Managed Detection and Response for Metro Government of Nashville, and we hope to strengthen our relationship by implementing this project.

Sincerely,

Jim Nelson
Vice President (MSSSI) & Director of Cybersecurity Sales
MOTOROLA SOLUTIONS, INC.

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Section 1

Executive Summary

Motorola is pleased to build upon our years of ongoing support to Metro Government of Nashville with a response that efficiently meets the needs for your ASTRO® 25 Managed Detection and Response (MDR) solution. We are a national and global leader in the cybersecurity community. We have evolved into a holistic mission critical technology provider, placing Information Technology (IT), as well as cybersecurity, at the forefront of importance to protect our customers against threats to the confidentiality, integrity and availability of their operation.

ASTRO 25 Managed Detection and Response

Motorola's ASTRO 25 MDR provides radio network security element monitoring by experienced, specialized security technologists with extensive experience working with ASTRO 25 mission-critical networks. For highly complex or unusual security events, Motorola's technologists have direct access to Motorola engineers for rapid resolution.

Our solution provides 24x7x365 Security Operations Center Support. This is a component of our broader proprietary SOC 2 Type 2 certified Managed Security Platform targeted to Public Safety, Critical Infrastructure, and State/Local municipalities.

The ActiveEye℠ Platform

With the ActiveEye℠ platform, Motorola is able to deliver to our customers a co-managed approach to 24/7 security monitoring operations across IT enterprise environments. The benefits of the ActiveEye℠ platform are demonstrated below:

- **Included Public Safety Threat Data Feed** — Threat reports covering potential attack vectors based on dark web research. Summaries of actual attacks against public safety and state/local municipalities.
- **Advanced Threat Detection & Response** — Consolidate SIEM data and direct threat inputs from endpoint security, network sensors, and cloud/SaaS applications. Pre-built custom playbooks to process alerts and reduce/eliminate manual analyst effort.
- **Single Dashboard for Threat Visibility** —Complete visibility into the security of the network. Monitor alerts, perform investigations, track cases, and create reports all from one interface.

Chief Information Security Officer (CISO) Benefits

A main dashboard displays and aggregates all of the important and relevant risk information from across the organization, helping decision makers to make better-informed decisions to balance cybersecurity efforts and operational efficiencies.

The dashboard provides key performance metrics and indicators that can inform an admin at a glance to the activity that is occurring throughout their environment.

Create ad-hoc reports and notifications based on available data and ActiveEye℠ parameters.

Transparency into the service that Motorola is providing. The dashboard will provide the key indicators to the number of events that are handled on a daily, weekly, monthly basis and how those events are handled by the Motorola Security Operations Center (SOC).

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Public Safety Threat Alliance

Cyber threats to public safety agencies are increasing in scope, scale, and complexity; however, most agencies lack the cybersecurity capabilities required to mitigate risk and ensure continuity of public safety operations. To address this critical need, Motorola has established a cyber threat information sharing and analysis organization (ISAO) for public safety called The Public Safety Threat Alliance (PSTA). The PSTA is recognized by the U.S. Cybersecurity and Infrastructure Security Association (CISA), and highlights Motorola's commitment to public safety agencies and the communities they serve.

The PSTA will leverage cybersecurity risk information from across Motorola's Cybersecurity Services. This, paired with information from members and trusted partners including CISA, other ISAOs, and nonprofits dedicated to sharing cyber threat intelligence, will help generate actionable intelligence to improve members' cybersecurity posture, defense, and resilience against evolving threats to their public safety missions. In addition to the intelligence alerts and reports provided, other benefits included access to an automated threat feed, with context and tags, that can be fed into your SIEM or MDR solution and Dark Web monitoring that checks for activity, including the sale of credentials or mention of your organization's name. There is no cost for membership to the PSTA.

Learn more about membership to the PSTA at:
https://motorolasolutions.com/public-safety-threat-alliance.

PSTA
Public Safety Threat Alliance
Public Safety ISAO

ABOUT MOTOROLA

Company Background and History

Motorola creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services. Our communication solutions span infrastructure, devices, services and software to help our public safety and commercial customers be more effective and efficient.

Company Overview

Since 1928, Motorola Solutions, Inc. (formerly Motorola, Inc.) has been committed to innovation in communications and electronics. Our company has achieved many milestones in its history. We pioneered mobile communications in the 1930s with car radios and public safety networks. We made the equipment that carried the first words from the moon in 1969. We commercialized the first handheld portable scanner in 1980. Today, as a global industry leader, excellence in innovation continues to shape the future of the Motorola brand.

We help people be their best in the moments that matter.

Motorola connects people through technology. Public safety and commercial customers around the world turn to Motorola innovations when they want highly connected teams that have the information they need throughout their workdays and in the moments that matter most to them.

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Our customers rely on us for the expertise, services, and solutions we provide, trusting our years of invention and innovation experience. By partnering with customers and observing how our products can help in their specific industries, we are able to enhance our customers' experience every day.

Motorola's Corporate Headquarters is located at 500 West Monroe Street, Chicago, IL 60661. Telephone is +1 847.576.5000, and the website is www.motorolasolutions.com.

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Section 2

Solution Description

2.1 Solution Overview

Motorola Solutions, Inc. (Motorola) is pleased to present the proposed cybersecurity Managed Detection and Response (MDR) services for Metro Government of Nashville (hereinafter referred to as "Customer").

Identifying and mitigating cyber threats requires a reliable solution that supplies the right data to cybersecurity experts. Motorola will provide access to our ActiveEye^{SM} Security Platform, along with 24x7 support from specialized security technologists, who will monitor your mission critical network against threat and intrusion.

The following ASTRO® 25 MDR features and services are included in our proposal:

- **ActiveEye^{SM} Managed Detection and Response Elements**
  - ActiveEye^{SM} Security Management Platform
  - ActiveEye^{SM} Remote Security Sensor (AERSS)
- **Service Modules**
  - Log Collection / Analytics
  - Network Detection
  - External Vulnerability Scanning
  - Endpoint Detection and Response
- **Security Operations Center Monitoring and Support**

2.1.1 Site Information

The following site information is included in the scope of our proposal:

Table 2-1: Site Information – Metro Government of Nashville

Site / Location	Quantity
Core Site	1
Control Room CEN	1
Co-located CEN	2
Network Management Clients	7
Dispatch Consoles	64
AIS	4
CEN Endpoints	30

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Table 2-2: Site Information – Board Of Education

Site / Location	Quantity
Dispatch Consoles	9
AIS	1

Table 2-3: Site Information – City of Goodlettsville

Site / Location	Quantity
Dispatch Consoles	3

Table 2-4: Site Information – City of MT Juliet

Site / Location	Quantity
Dispatch Consoles	4

Table 2-5: Site Information – Metropolitan Transit Authority

Site / Location	Quantity
Control Room CEN	1
Dispatch Consoles	6
CEN Endpoints	10

Table 2-6: Site Information – Vanderbilt LifeFight

Site / Location	Quantity
Dispatch Consoles	5

Table 2-7: Site Information – Vanderbilt University Police Department

Site / Location	Quantity
Dispatch Consoles	4

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Services Included

The ActiveEye℠ service modules included in our proposal are shown in the tables below. The **Network Environment** column will designate the location of each module: ASTRO 25 Radio Network Infrastructure (RNI), Customer Enterprise Network (CEN), or the Control Room CEN.

Table 2-8: Service Modules

Service Module	Features Included	Network Environment
Log Collection / Analytics	Online Storage Period: 30 Day Storage Extended Log Storage Length: 12 Months	RNI CEN
Network Detection	Up to 1 Gbps per sensor port	RNI CEN
External Vulnerability Scanning	Features in Section 3.2.1.4	RNI CEN
Endpoint Detection and Response (EDR)	Online Storage Period: 30 Day Storage	RNI CEN

2.2 Service Description

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEyeTM security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include but are not limited to deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below. The MDR service includes the deployment and optimization of these elements into the Customer's network.

2.2.1 Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

2.2.1.1 ActiveEye℠ Security Platform

Motorola's ActiveEye℠ security platform collects and analyzes security event streams from the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

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The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye[SM] platform as part of this service. ActiveEye[SM] will serve as a single interface to display system security information. Using ActiveEye[SM], the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

2.2.1.2 ActiveEye[SM] Managed Security Portal

The ActiveEye[SM] Managed Security Portal will synchronize security efforts between the Customer and Motorola. From this central point, the Customer will be able to view threat insights, event investigations, security reports, threat advisories, and status of any security cases.

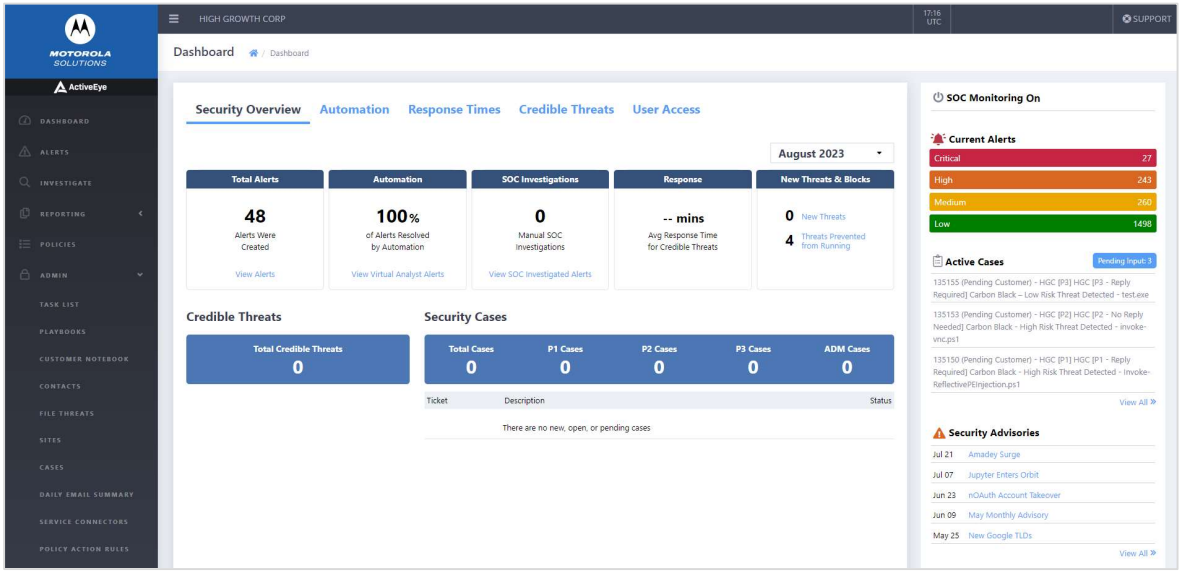

Figure 2-1: ActiveEye[SM] Portal

Dashboard

Key information in the ActiveEye[SM] Portal is summarized on the dashboard. This dashboard provides details about open alerts, an overview of alert categories, alert processing, key performance indicators (KPI), open security cases, and recent threat advisories. Also, users can access more in-depth information like security cases, alert details, alert trends, reports, and group communications.

Security Cases

When the Customer and Motorola identify a threat, the SOC will create a security case. Through the ActiveEye[SM] Portal, the Customer can view details of current or past cases.

Alert Details and Trends

Alerts can be evidence of a past, active, or developing threat. ActiveEye[SM] records relevant data for each alert, enabling users to quickly view its triggers, systems it impacts, and any actions taken to address the alert. ActiveEye[SM] Portal also provides tools for reviewing groups of alerts based on key attributes or time periods. Attribute filters enable users to toggle which alert groups ActiveEye[SM] Portal

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shows, helping to spot trends or threat activity. Users can also compare alert logs for specific time periods to determine if specific trends are associated with a threat or are false positives.

Investigations and Reporting

ActiveEye[SM] Portal includes robust *ad hoc* reporting capabilities, which will provide important, additional information about active and historical threats. Users can share information outside of ActiveEye[SM] Portal by downloading reports in .csv or .json format.

In addition to *ad hoc* reporting, ActiveEye[SM] Portal can provide a daily email summary and monthly report. Daily email summaries can include alert counts, security cases opened or closed, saved queries that have new data, and detailed endpoint security statistics. If needed, ActiveEye[SM] Portal can send one or more summary emails with different content for different groups. Monthly reports are available as a PDF download.

Security Advisories

Security Advisories are messages initiated from the SOC that share information on active threats with the Customer's security teams. These advisories guide security teams on how to best take action against a threat and tell them where they can find further information.

Information Sharing

The ActiveEye[SM] Portal includes several functions for sharing information. Automatic security alerts notify pre-defined contacts of incidents, based on incident priority. Other information sharing functions include:

- **SOC Bulletins** - Instructions from the Customer, or the SOC, that SOC analysts reference when creating security cases. These can communicate short-term situations where a security case may not be needed, such as during testing or maintenance windows.
- **Customer Notebook** - The SOC will use the Customer Notebook to document the Customer's environment and any specific network implementation details that will help the SOC investigate security cases.
- **Contact Procedures** - Escalation procedures and instructions on who to contact if an incident occurs. Contact procedures include instructions and procedures for specific security incident levels. The SOC and the Customer will jointly manage contact procedures.

User Access

The ActiveEye[SM] Portal provides the ability to add, update, and remove user access. Every ActiveEye[SM] user can save queries, customize reports, and set up daily email summaries. Users may be given administrative access, allowing them to perform administrative tasks, such as setting up new service connectors, resetting passwords, and setting up multi-factor authentication for other users.

2.2.1.3 ActiveEye[SM] Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo-diverse sites for security events and pass security information to the ActiveEye[SM] platform.

AERSS integrate the ActiveEyeSM platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over monitor port(s).

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The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specifications	Requirements
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply)
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Dissipation (max)	2107 BTU/hr.
Internet Service Bandwidth	Bandwidth throughput 10Mbps per zone

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

2.2.2 Service Modules

ActiveEye[SM] delivers service capability by integrating one or more service modules. These modules provide ActiveEye[SM] analytics more information to correlate and a clearer vision of events on Customer's network. In addition, modules enable security teams and analysts to more easily access and compare data from these disparate systems. The following subsections describe each ActiveEye[SM] service module in detail.

2.2.2.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye[SM] platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye[SM] notifies the SOC for further analysis.

Collected events will be stored in the ActiveEye[SM] Security Platform to enable historical searching or threat hunting as needed. Some high volume, repetitive logs may be aggregated as noted in the documentation. The default storage time period is one year, but no longer than 90 days, following expiration or termination of the Agreement. A longer time period can be provided if subscribed, see Table 2-8: Service Modules for subscription details.

2.2.2.2 Network Detection

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time, and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

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2.2.2.3 External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO® internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO® network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

2.2.2.4 Endpoint Detection and Response

Endpoint Detection and Response (EDR) is an endpoint security agent that integrates with the ActiveEye security platform to provide additional threat detection, investigation, and response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e., isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the system. Available responses are determined by the Customer's security policies.

2.2.3 Security Operations Center Services

Motorola delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEye^{SM} Security Management Platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate, and triage detected threats, and to recommend responses to the Customer.

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Section 3

Statement of Work

3.1 Overview

Motorola Solutions, Inc. (Motorola) ASTRO® 25 Managed Detection and Response (MDR) provides monitoring of radio network security information by specialized cybersecurity analysts with extensive experience working with ASTRO 25 mission-critical networks.

The following sections describe the deliverables of the service, its technologies, and service obligations.

This Statement of Work (SOW), including all of its subsections and attachments, is an integral part of the applicable agreement (Agreement) between Motorola and the Customer.

In order to receive the services as defined within this SOW, the Customer is required to keep the system within a standard support period as described in Motorola's Software Support Policy (SwSP).

3.2 Description of Service

MDR is performed by Motorola's Security Operations Center (SOC) using the ActiveEye℠ security platform. The SOC cybersecurity analysts monitor for alerts 24/7. If a threat is detected, analysts will investigate and initiate an appropriate Customer engagement. Customer engagements may include, but are not limited to, deploying cybersecurity countermeasures for incident containment, requesting additional information from the Customer, continuing to monitor the event for further development, or informing the Customer to enact the Customer's documented Incident Response Plan.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the Customer's ASTRO 25 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

The MDR service includes the deployment and optimization of these elements into the Customer's network.

3.2.1 Managed Detection and Response Elements

This section and its subsections describe MDR elements, and their applicability for specific infrastructure.

3.2.1.1 ActiveEye Security Platform

Motorola's ActiveEye security platform collects and analyzes security event streams from Endpoint Detection and Response, EDR, agents and embedded ActiveEye Remote Security Sensors (AERSS) in the Customer's ASTRO 25 network and applicable CEN systems, using security orchestration and

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advanced analytics to identify the most important security events from applicable systems. The ActiveEye platform is provided in the English language.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

The Customer will receive access to the ActiveEye platform as part of this service. ActiveEye will serve as a single interface to display system security information. Using ActiveEye, the Customer will be able to configure alerts and notifications, review security data, and perform security investigations.

Applies to included ASTRO 25 Radio Network Infrastructure (RNI), CEN, and Control Room CEN infrastructure.

3.2.1.2 ActiveEye Remote Security Sensor

One or more AERSS will be deployed into the ASTRO 25 network and if applicable to CEN environments to deliver the service. These sensors monitor geo diverse sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over monitor ports and scan elements for vulnerabilities.

The following are the environmental requirements and specifications the Customer must provide to prepare for the AERSS deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	550 Watts (Redundant Power Supply
Power Input	100-240V AC
Current	3.7 A – 7.4 A
Circuit Breaker	Qty. 2
Line Cord	NEMA 5-15P
Heat Dissipation (max)	2107 BTU/hr.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

3.2.1.3 Endpoint Detection and Response

Endpoint Detection and Response (EDR) is an endpoint security agent that integrates with the ActiveEye security platform to provide additional threat detection, investigation, and response actions to optimize protection of critical systems.

EDR integration with ActiveEye accelerates investigations by making necessary information available for analysts in a single platform where they can quickly access details of what caused an alert, its context, and its history.

The platform enables analysts to initiate response actions (i.e. isolate host, ban or block a file hash, terminate a process) on endpoints to respond to detection of verified malicious activity within the system. Available responses are determined by the Customer's security policies.

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3.2.1.4 External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO® internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO® network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

Scan findings are published as reports in the ActiveEye security platform.

3.2.1.5 Control Room Firewall

In cases where an ASTRO 25 site (Network Management Dispatch, Trunking Subsystem, Conventional Subsystem) has insufficient bandwidth to support EDR communications, an optional Control Room Firewall can be integrated at the site. When this is done, EDR communications will be configured to leverage that firewall in place of the site link. This configuration will not change any existing traffic flows in the system that currently leverage the site link.

The following are the environmental requirements and specifications the Customer must provide to prepare for the Control Room Firewall deployment.

Specification	Requirement
Rack Space	1U
Power Consumption (Max)	28.6 W (Single Power Supply)
Power Input	100-240V AC
Current	.52 A
Circuits Breaker	Qty. 1
Heat Dissipation (Max)	97.6 BTU/hr
Line Cord	NEMA 5-15P
Internet Service Bandwidth	High availability Internet Connection (99.99% [4-9s] or higher) Packet loss < 0.5% Jitter < 10 ms Delay < 120 ms RJ45 Port Speed – Auto Negotiate

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

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3.3 Deployment Timeline and Milestones

The following phase descriptions lay out the necessary deployment activities and milestones required to achieve service readiness:

3.3.1 Phase 1: Service Onboarding

After contract signature, Motorola will schedule a service kickoff meeting with the Customer and provide information-gathering documents. This kickoff meeting is conducted remotely at the earliest, mutually available opportunity within 30 days of contract signing (Kickoff Date). Customer is to identify and ensure participation of key team members in kickoff and project initiation activities.

On the Kickoff Date, the Customer will be provisioned onto the ActiveEye MDR portal. The portal will enable service notifications, access to vulnerability scans and cybersecurity advisories. The first vulnerability scan will be conducted and reported within 30 days following the Kickoff Date. On the Kickoff Date, the Customer will receive instructions for accessing the Security Operations Center and Incident Response (IR) teams. Once access is provisioned, the Customer will receive any assistance required from the IR team and be able to configure key contacts for interaction with the Security Operations team. The Customer will receive instructions for accessing the Security Operations Center within the first 30 days.

3.3.2 Phase 2: Infrastructure Readiness

Motorola will provide detailed requirements regarding Customer infrastructure preparation actions at the kickoff meeting. It is the Customer's responsibility to accomplish all agreed upon infrastructure preparations. It is Motorola's responsibility to separately complete any obligated and/or agreed infrastructure readiness tasks.

3.3.3 Phase 3: System Buildout and Deployment

Motorola will build and provision tools in accordance with the requirements of this proposal and consistent with information gathered in earlier phases. Motorola will also provide detailed requirements regarding Customer deployment actions. The Customer may be required to deploy software and/or configurations in cases where Motorola does not manage the device and does not have access or authorization to perform the installation.

Motorola will coordinate with the customer to identify and schedule mutually agreeable maintenance windows where Motorola will perform integration of endpoint detection and response agents at in-scope sites and Customer Enterprise Networks (CENs). Endpoint detection and response agents will not be installed at sites that do not meet the minimum connectivity requirements (either site links with sufficient bandwidth or Control Room Firewalls with customer provided internet). Motorola will leave the existing antivirus solution in place on endpoints located at these out-of-scope sites.

3.3.4 Phase 4: Monitoring "Turn Up"

Motorola will verify in-scope assets are forwarding logs or events. Motorola will notify the Customer of any exceptions. Motorola will begin monitoring connected in-scope sources after the initial tuning period.

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3.3.5 Phase 5: Tuning and Customer Training

Motorola will conduct initial tuning of events and alarms in the service and conduct an additional ActiveEye Portal training session.

3.3.6 Service Commencement

The Service will commence with the Service Onboarding phase or within 30 days of contract signature, whichever event occurs soonest for existing customers.

In the case of a new ASTRO system, the Service will commence in parallel to the commencement date of the core ASTRO Service package “Turn Up" go live date. Motorola and the Customer will collaborate to complete the additional deployment tasks.

3.4 General Responsibilities

Motorola Responsibilities

- Provide and when necessary, repair under manufacturer warranty hardware and software required to remotely monitor the ASTRO 25 network and applicable CEN systems inclusive of the AERSS and all software operating on it.
  - If the Centralized Event Logging feature is not installed on the Customer’s ASTRO 25 RNI, Motorola will install it as part of this service.
- Coordinate with the Customer on any system changes necessary to integrate the AERSS into the system and establish necessary connectivity.
- Provide software and licenses to the Customer necessary to remotely monitor the ASTRO 25 network and applicable CEN environments.
- Integrate EDR agents as per the “Deployment Timeline and Milestones” section in all network segments where endpoint detection and response is in scope.
  - Note that network segments with insufficient connectivity to support endpoint detection and response will be considered out of scope for endpoint detection and response
  - Motorola will perform the installation of endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for all Motorola managed devices that support endpoint detection and response agents.
  - Motorola will support the customer with installing endpoint detection and response agents in the RNI-DMZ CEN(s) and Control Room CEN(s) for any device that supports endpoint detection and response agents and is not managed by Motorola Solutions. Due to the fact that Motorola does not typically manage the devices and network connectivity for endpoints in the Control Room CEN, it is ultimately the customer’s responsibility to perform this installation.
- Assist the Customer with the installation of log forwarding agents on systems that are not managed by Motorola. Note, Motorola will perform installation on all endpoints that are managed by Motorola.
- Verify connectivity and monitoring is active prior to start of service.
- Coordinate with the Customer to maintain Motorola service authentication credentials.

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- Monitor the Customer's ASTRO 25 network and applicable CEN systems 24/7 for malicious or unusual activity, using trained and accredited technicians.
- Respond to security incidents in the Customer's system in accordance with Section 3.5.6: Managed Detection and Response Priority Level Definitions and Response Times. Response may include, but is not limited to, requesting additional information from the Customer, continuing to monitor the event for further development or informing the Customer to enact the Customer's documented Incident Response plan.
- Assist the Customer with identifying devices that support logging within the ASTRO 25 network and applicable CEN systems have been configured to forward Syslog events to the AERSS.
- Provide the Customer with access to the ActiveEye platform enabling Customer access to security event and incident details.

Customer Responsibilities

- The ASTRO 25 MDR service requires a connection from the Customer's ASTRO 25 network and applicable CEN systems to the Internet. Establish connectivity with sufficient bandwidth before the service commences. Internet service bandwidth requirements are as follows:
  - Bandwidth throughput 10 Mbps per AERSS.
  - High availability Internet Connection (99.99% (4-9s) or higher).
  - Packet loss < 0.5%.
  - Jitter <10 ms.
  - Delay < 120 ms.
  - RJ45 Port Speed - Auto Negotiate.
  - If an ASTRO site link will be leveraged for endpoint detection and response communications, that site link must support a minimum of 2 Mbps of bandwidth.
- It is the Customer's responsibility or the contracted maintainer to install the AERSS device in the Control Room CEN.
- Allow Motorola continuous remote access to monitor the ASTRO 25 network and applicable CEN systems. This includes keeping the connection active, providing passwords, and working with Motorola to understand and maintain administration privileges.
- Maintain an active subscription for:
  - Security Update Service (SUS) (or Remote Security Update Service), ensuring patches and antivirus definitions are applied according to the release cadence of the service.
  - ASTRO Dispatch Service and ASTRO Infrastructure Response.
- Provide continuous utility services to any equipment installed or utilized at the Customer's premises to support service delivery and remote monitoring.
- Provide Motorola with contact information necessary to complete the Customer Support Plan (CSP). Notify the Customer's Customer Support Manager (CSM) within two weeks of any contact information changes.
- Notify Motorola if any components are added to or removed from the environment as it may be necessary to update or incorporate in MDR. Changes to monitored components may result in changes to the pricing of the MDR service.
- Ensure that the ASTRO 25 system is operating on a Motorola supported release.

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- Allow Motorola dispatched field service technicians physical access to monitoring hardware when required.
- Cooperate with Motorola and perform all acts that are required to enable Motorola to provide the services described in this SOW.
- Configure and maintain networking infrastructure physical and logical configuration to mirror (typically via ports on a switch) network traffic to the ActiveEye sensor for applicable CEN systems.
- Responding to Cybersecurity Incident Cases created by the Motorola SOC.

3.4.1 Service Modules

3.4.1.1 Log Collection / Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, network intrusion detection sensors, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

Motorola Responsibilities

- Consult with and advise the Customer on performing necessary system configurations to direct log sources to the appropriate Remote Security Sensor.
- The SOC will consult with the Customer to identify appropriate log sources.

Customer Responsibilities

- If applicable, configure customer managed networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- If applicable, configure any Customer-managed devices in the CEN to forward data to ActiveEye.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

3.4.1.2 Network Detection

The AERSS deploys a Network Intrusion Detection System (NIDS), constantly monitoring traffic passing across, into, or out of the infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection alerts the SOC for further analysis.

Motorola Responsibilities

- Work with the Customer to integrate AERSS.
- Optimize the policies and configuration to tune out noise and highlight potential threats.

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- The SOC consults with the Customer to identify the appropriate deployment of Network Detection Service Components. The SOC monitors and updates the security policy of each sensor to tune out unnecessary alerting and flow monitoring so that the system is optimized to detect true malicious activity.

Customer Responsibilities

- If necessary, configure Customer's networking infrastructure to allow AERSS to communicate with ActiveEye as defined.
- For Customer's owned CEN infrastructure, configure and maintain networking infrastructure physical and logical configuration to mirror (typically via ports on a switch) network traffic to the ActiveEye sensor.
- Initiate recommended response actions when active attacks are detected.

Applies to included ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

3.4.1.3 Endpoint Detection and Response

Endpoint detection and response agents deployed on in-scope and supported Windows and Linux hosts and servers throughout the system constantly monitor for indicators of compromise and feed this information back to the ActiveEye security platform. The Security Operations Center monitors this feed and is ready 24/7 to take action when a detection is made.

Motorola Solutions Responsibilities

- Install and/or support the installation of endpoint detection and response agents on in scope endpoints in the system as detailed in the "Deployment Timeline and Milestones" section.
- Monitor endpoint detection and response feeds for detections of indicators of compromise.
- In the event of the detection of an indicator of compromise, perform detailed investigations of the event .
- Per the Customer's security policies and defined incident response plan, alert and engage the customer and potentially take an action to deploy a countermeasure to contain the incident.

Customer Responsibilities

- Work with Motorola to ensure that there is a documented incident response plan that indicates how Motorola should engage with the Customer in the event of a detection of an indicator of compromise.
- Provide and maintain contact information for a Customer point of contact that can take action or authorize Motorola to take action in the event of a detection of an indicator of compromise.

Applies to in scope ASTRO 25 RNI, CEN, and Control Room CEN infrastructure.

3.4.1.4 External Vulnerability Scanning

External Vulnerability Scanning is provided for the ASTRO internet-facing, external network interfaces. The scan is enabled from an internet cloud hosted service outside the ASTRO network. Discovery and vulnerability scans will be run quarterly or on a less frequent schedule defined with the Customer.

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The initial scan results will be discussed with the Customer during service onboarding. Subsequent scans will be reviewed by a cybersecurity analyst. If any new findings of interest are surfaced, a ticket will be created to communicate these findings with the customer defined contacts.

Motorola Responsibilities

- Configure scans to match the Customer's preferences for external scope.
- Verify vulnerability scans are operating correctly.
- Make generated results available in the Customer's ActiveEye portal.
- Create ticket notifications for significant new findings of interest.

Customer Responsibilities

- During Service Onboarding kickoff, provide Motorola with the IP addresses and/or domain names to be included in the external vulnerability scans.
- In accepting this Statement of Work, the Customer authorizes Motorola to engage in external vulnerability scans of internet-facing, external assets disclosed by the Customer.
- Be responsible for updating Motorola with any changes to the IP addresses and/or domain names of the internet-facing, external assets subject to the external vulnerability scans.
- If the information required to enable vulnerability scanning of the internet-facing, external assets is not provided initially or is not current at any time during the term, Motorola will suspend scans until it is reasonably satisfied that it has been provided with the most current information.
- Review all quarterly vulnerability reports, and tickets of new findings.
- Perform any remediation actions required to address identified vulnerabilities.

Applies to Internet facing assets only.

3.5 Security Operations Center Monitoring and Support

3.5.1 Scope

Motorola delivers Security Operations Center (SOC) Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola's SOC is staffed with security experts who will use ActiveEye security platform to monitor elements integrated by service modules. In addition, SOC staff will take advantage of their extensive experience to investigate, and triage detected threats, and to recommend responses to the Customer. Depending on Customer security policies and the extent to which endpoint detection and response is deployed within the system, the SOC may take actions to deploy countermeasures in an attempt to contain a security incident. Customer support is provided in the English language.

Motorola will start monitoring the ASTRO 25 MDR service in accordance with Motorola processes and procedures after deployment, as described in Section 3.3 Deployment Timeline and Milestones.

The SOC receives system-generated alerts 24/7 and provides the Customer with a toll-free telephone number and email address for support requests, available 24/7. Support requests are stored in a

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ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with Section 3.5.6: Incident Priority Level Definitions and Response Times.

3.5.2 Ongoing Security Operations Center Service Responsibilities

Motorola Responsibilities

If a probable security incident is detected, provide phone and email support to:

- Engage the Customer's defined Incident Response Process.
- Gather relevant information and attempt to determine the extent of compromise using existing monitoring capabilities in place as part of the ASTRO 25 MDR service.
- Analysis and support to help the Customer determine if the Customer's corrective actions are effective.
- Continuous monitoring, in parallel with analysis, to support Incident Response.

Customer Responsibilities

- Provide Motorola with accurate and up-to-date information, including the name, email, landline telephone numbers, and mobile telephone numbers for all designated, authorized Customer escalation Points of Contact (POC).
- Provide a timely response to SOC security incident tickets or investigation questions.
- Notify Motorola at least twenty-four (24) hours in advance of any scheduled maintenance, network administration activity, or system administration activity that would affect Motorola's ability to perform the Managed SOC Service, as described in this SOW.

3.5.3 Technical Support

ActiveEye Security Management Technical Support provides the Customer with a toll-free telephone number and email address for ActiveEye Security Management support requests, available Monday through Friday, from 8 a.m. to 7 p.m. CST.

Motorola Responsibilities

- Notify customers of any scheduled maintenance or planned outages.
- Provide technical support, security control, and service improvements related to ActiveEye.

Customer Responsibilities

- Provide sufficient information to allow Motorola technical support agents to diagnose and resolve the issue.

Limitations and Exclusions

Technical support is limited to the implementation and use of the ActiveEye platform and does not include use or implementation of third-party components.

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3.5.4 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed, the Motorola Security Operations team will engage with the customer to investigate the issue, determine the extent of the compromise, and contain the activity to the extent possible with the Motorola security controls deployed within the environment. This expert guidance is available upon contract signature and extends through MDR infrastructure deployment phases and the term of the contract.

When an IoC is observed by the Security Analyst, Motorola and Customer will be responsible for the tasks defined in the following subsections.

Motorola Responsibilities

- Upon the identification of an IoC, notify the Customer's documented contact and initiate the escalation plan.
- Take documented, Customer approved actions in an attempt to contain an IoC to the extent enabled via Motorola managed technology. Communicate to the Customer any additional potential containment actions and Incident Response resources that can be taken across the Customer’s managed IT infrastructure.
- Perform investigation using the ActiveEye MDR integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named Point of Contact (PoC) to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

3.5.5 Event Response and Notification

Motorola will analyze events created and/or aggregated by the Service, assess their type, and notify the Customer in accordance with the following table.

Table 3-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any events determined by Motorola to not likely have a negative security impact on the organization.	None

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Event Type	Details	Notification Requirement
Event of Interest (EOI)	Any events determined by Motorola to likely have a negative security impact on the organization.	Escalate to Customer in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 3-2.

3.5.5.1 Notification

Motorola will establish notification procedures with the Customer, generally categorized in accordance with the following table.

Table 3-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest (EOI). These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

Motorola will notify the Customer according to the escalation and contact procedures defined by the Customer and Motorola during the implementation process.

3.5.5.2 Tuning

Motorola will assess certain events to be environmental noise, potentially addressable configuration issues in the environment, or false positives. Motorola may recommend these be addressed by the Customer to preserve system and network resources.

Motorola will provide the Customer with the ability to temporarily suppress alerts reaching ActiveEye, enabling a co-managed approach to tuning and suppressing events or alarms. The SOC may permanently suppress particular alerts and alarms if not necessary for actionable threat detection.

3.5.5.3 Tuning Period Exception

The tuning period is considered to be the first thirty (30) days after each service module has been confirmed deployed and configured and starts receiving data. During the tuning period, Motorola may make recommendations to the Customer to adjust the configurations of their installed software so Services can be effectively delivered. Service Availability will not be applicable during the tuning period and responses or notifications may not be delivered. However, Motorola will provide responses and notifications during this period.

Motorola may continue to recommend necessary tuning changes after this period, with no impact on Service Availability.

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3.5.6 Incident Priority Level Definitions and Response Times

Priority for alert-generated incident or Events of Interest is determined by the ActiveEye Platform analytics that process multiple incoming alert feeds, automation playbooks, and cybersecurity analyst knowledge.

Priority	Definition	Service Coverage
Critical	Security incidents that have caused, or are suspected to have caused significant damage to the functionality of the Customer's ASTRO 25 system or information stored within it. Efforts to recover from the incident may be significant. Examples: Malware that is not quarantined by anti-virus. Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including United States (U.S.) public holidays.
High	Security incidents that have localized impact and may become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: Malware that is quarantined by antivirus. Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including U.S. public holidays.
Medium	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples include: Suspected unauthorized attempts to log into user accounts. Suspected unauthorized changes to system configurations, such as firewalls or user accounts. Observed failures of security components. Informational events. User account creation or deletion. Privilege change for existing accounts.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.
Low	These are typically service requests from the Customer.	Response provided on standard business days, Monday through Friday 8 a.m. to 5 p.m. CST/CDT, excluding U.S. public holidays.

3.5.6.1 Response Time Goals

Priority	Response Time
Critical	An SOC Cybersecurity Analyst will make contact with the customer technical representative within one (1) hour of the request for support being logged in the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.

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Priority	Response Time
High	An SOC Cybersecurity Analyst will make contact with the customer technical representative within four (4) hours of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action. Continual effort will be maintained to identify the extent of the incident and provide actions for containment.
Medium	An SOC Cybersecurity Support Engineer will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system or the creation of an alert suggesting a cybersecurity incident that requires action.
Low	An SOC Cybersecurity Support Engineer will make contact with the Customer technical representative within seven business days of the logged request for support at the issue management system.

3.5.6.2 ActiveEye Platform Availability

The platform utilizes a multi-zone architecture which can recover from failures in different data collection, enhancement, analysis, and visualization tiers. Motorola will make commercially reasonable efforts to provide monthly availability of 99.9% for the ActiveEye Platform services. Service availability is subject to limited scheduled downtime for servicing and upgrades, as well as unscheduled and unanticipated downtime resulting from circumstances or events outside of Motorola's reasonable control, such as disruptions of, or damage, to the Customer's or a third-party's information or communications systems or equipment, telecommunication circuit availability/performance between Customer sites, any on-premises core and/or between on-premises equipment and the ActiveEye Platform.

3.5.6.3 ActiveEye Remote Security Sensor (AERSS)

One or more AERSS may be deployed as part of the MDR solution. The AERSS is configured with multiple local redundancy features such as hot-swap hard disk drives in a redundant drive array configuration and dual redundant power supplies.

The AERSS and all components of ActiveEye are monitored by a dedicated Site Reliability Engineering team. In cases of hardware failure of the AERSS, Motorola will provide, subject to active service subscriptions in the Customer contract, onsite services to repair the AERSS and restore service. AERSS operation and outage troubleshooting requires network connection to the ActiveEye Platform which may be impacted by customer configuration changes, telecommunications connectivity, and/or customer network issues/outages.

3.6 Limitations and Exclusions

This section applies to all cybersecurity services contained in the Statement of Work. Managed Detection and Response does NOT include services to perform physical containment and/or remediation of confirmed security incidents, remote or onsite. The Customer may choose to purchase additional Incident Response professional services to assist in the creation of and/or execution of a Customer's Incident Response Plan.

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Motorola's scope of services does not include responsibilities relating to recovery of data available through the products or services, or remediation or responsibilities relating to the loss of data, ransomware, or hacking.

Motorola does not represent that it will identify, fully recognize, discover or resolve all security events or threats, system vulnerabilities, malicious codes, files or malware, indicators of compromise or internal threats or concerns

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

3.6.1 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the Customer's system will be error-free or immune to security breaches as a result of any or all of the services described in this SOW. Motorola does not warrant or guarantee that this service will identify all cybersecurity incidents that occur in the Customer's system. Services and deliverables are limited by, among other things, the evolving and often malicious nature of cyber threats, conduct/attacks, as well as the complexity/disparity and evolving nature of Customer computer system environments, including supply chains, integrated software, services, and devices. To the extent we do offer recommendations in connection with the services, unless otherwise stated in the Statement of Work, our recommendations are necessarily subjective, may or may not be correct, and may be based on our assumptions relating to the relative risks, priorities, costs, and benefits that we assume apply to you.

3.6.2 Processing of Customer Data in the United States and/or Other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola in the U.S. and/or other Motorola operations globally. Customer consents to and authorizes all such processing and agrees to provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with applicable law.

3.6.3 Customer and Third-Party Information

Customer understands and agrees that Motorola may obtain, use and/or create and use, anonymized, aggregated and/or generalized Customer Data, such as data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For avoidance of doubt, so long as not specifically identifying the Customer, Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses (i.e., so long as not defined as personal information under applicable law), file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of

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compromise, and tactics, techniques, and procedures used, learned or developed in the course of providing Services, which data shall be deemed Service Use Data (i.e., Motorola data).

3.6.4 Third-Party Software and Service Providers, Including Resale

Motorola may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). Such processors and sub-processors may engage additional sub-processors to process personal data and other Customer Data. Customer understands and agrees that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, End User License Agreements (EULA), privacy statements, data processing agreements and/or other applicable terms.

To the extent permitted by applicable Tennessee law, Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with security events. To the extent permitted by applicable Tennessee law, Motorola disclaims any responsibility for customer use or implementation of any recommendations provided in connection with the services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

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Section 4

Proposal Pricing

4.1 Pricing Summary

Motorola pricing is based on the services and solution presented in Section 2. The addition or deletion of any component(s) may subject the total solution price to modifications.

Description	6 months
Metro Nashville	$108,686.50
Metro Board Of Education	$6,346.22
City of Goodlettsville	$2,284.34
City of Mt Juliet	$2,817.25
MTA	$12,552.70
Vanderbilt LifeFlight	$3,350.18
Vanderbilt University PD	$2,817.25
TOTAL	**$138,854.44**

The Value of the proposal for Metro Government of Nashville and listed tenants is: $138,854.44.

4.2 Payment Schedule & Terms

INFLATION ADJUSTMENT. For multi-year agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the new year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base).

Tax

Unless otherwise noted, this proposal excludes sales tax or other applicable taxes (such as Goods and Services Tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

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CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Lexington Insurance Company	19437
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
Attn Stephanie Lampi
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570113992081 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	Y		TB2641005169075	07/01/2025	07/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $250,000 $10,000 $1,000,000 $3,000,000 $2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y		AS2-641-005169-015	07/01/2025	07/01/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WA764D005169085 All Other States	07/01/2025	07/01/2026	X PER STATUTE OTH-ER	
B			Y	WC7641005169095 WI	07/01/2025	07/01/2026	E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	E&O - Miscellaneous Professional-Primary			016006739 Professional/Cyber/E&O SIR applies per policy terms & conditions	07/01/2025	07/01/2026	Each Claim Policy Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract # 6468641. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers related to this project are included as Additional Insured with respect to the General Liability and Automobile Liability policies if required by written and executed contract. General Liability and Automobile Liability policies are Primary and Non-Contributory if required by written and executed contract. A Waiver of Subrogation is provided under the Workers' Compensation policy.

CERTIFICATE HOLDER

Purchasing Agent
Metropolitan Government of
Nashville and Davidson County
Metro Courthouse
Nashville TN 37201 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570113992081

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Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

A2026011

Thursday, July 24, 2025

Contract Amendment Request Form

Request an Amendment to a Metro Contract

An amendment is appropriate when the duration, value, scope, terms, or other aspects of an existing Metro contract need to be modified.

Questions? Email PRG@nashville.gov.

Departmental Information

What is your name?	Rich Rairigh
What is your department?	ITS - Radio Communications
What is your email address?	rich.rairigh@nashville.gov
What is your phone number?	(423) 612-2112
What is the number of the contract being amended?	6468641
What is the title of the contract being amended?	800MHz P25 Trunked Simulcast Radio System Software Upgrade Migration
What is this amendment number?	1

Supplier Information

Who is the supplier?	Motorola
What is the supplier's address?	341 Cool Springs Blvd. Suite#300 Franklin, TN 37067 Franklin, Tennessee, 37067
Is the supplier registered in iSupplier?	Yes
If yes, what is the supplier's ISN?	1115
Who is contract signatory for the supplier?	Scott Adler
What is the supplier contract signatory's email address?	Scott.adler@motorolasolutions.com

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

What is the supplier contract signatory's phone number?	(615) 508-8533

Amendment Information

Select all that apply & upload supplemental information as appropriate.

Will this amendment change the duration of the existing contract?	No.
Will this amendment change the value of the existing contract?	Yes.
If yes, what is the value of the original contract?	$32,801,331.56
If yes, what is the total value of any previously executed amendments?	$0.00
If yes, what is the value of this unexecuted amendment?	$138,854.44
If yes, what is the percentage increase represented by this unexecuted amendment?	.42%
If yes, what will be the new value of the existing contract?	$32,940,186.00
Upload revised fee schedule and/or budget as appropriate.	Metro Government of Nashville_MAP … .pdf Metro Govt Nashville_ASTRO MDR Pr… .pdf Motorola Solutions MCA_Metro Nash… .pdf
Will this amendment change the scope of work of the existing contract?	Yes.

If yes, briefly explain the revised scope of work including any subcontractor changes that may be necessary.

The project is to replace the existing Security Monitoring (SECMON) service no longer to be provided with the replacement Motorola Managed Detection and Response (MDR) Solution. New 24x7x365 security operations center (SOC) support: for the Metro ASTRO 25 radio network. Advanced Threat Detection & Response. Public Safety Threat Data Feed. Single Dashboard for Threat Visibility and reporting.

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Will this amendment change the terms & conditions of the existing contract?	Yes.
Upload changes to terms & conditions, including redlines as appropriate.	Motorola Solutions MCA_Metro Nash... .pdf Metro Govt Nashville_ASTRO MDR Pr... .pdf

Financial & Accounting Information

Requests that do not include full or accurate accounting information will be returned.

Prior to submiting an amendment request, please confirm both appropriate accounting information and budget availability with your finance manager and/or OMB budget analyst.

What is the fund number for this purchase?	14402025
What is the business unit (BU) number for this purchase?	NASHVILLE, METRO GOVERNMENT OF
What is the object account number for this purchase?	14402025
I have confirmed with both my department finance manager and/or OMB budget analyst the accuracy of the financial information provided and sufficient fund availability for this request.	Yes
I affirm that I am authorized by the appropriate individuals in my department, including my director or their designee, to submit this amendment request.	Yes

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

MOTOROLA SOLUTIONS

CHANGE ORDER
001

Change Order Number:	001
Date:	7/16/2025
Project Name and Number:	TN-19I137A_NASHVILLE, METRO GOVERNMENT OF - 5 Year SMA / SUAII / Projects
Customer Name:	NASHVILLE, METRO GOVERNMENT OF
Customer Project Mgr:	Chris Gillis-Massey

The purpose of this Change Order is to: *(highlight the key reasons for this Change Order)*

To provide the Metro Government of Nashville with Cybersecurity Managed Detection & Response (MDR) service from October 1st 2025 to March 31st 2026 as set out in the July 11th 2025 *"Metro Government of Nashville ASTRO 25 Managed Detection and Response 25-181844 / Cybersecurity Services"* to be referred to as "the Proposal".

Contract Project Identifier (Name or Number): 6468641 **Contract Date:** 3/31/2021

In accordance with the terms and conditions of the contract identified above between

Metro Government of Nashville and Motorola Solutions, Inc., the following changes are approved:

Contract Price* Adjustments

Original Contract Price:	$32,801,331.56
Previous Change Order amounts for Change Order numbers [000] through [000]:	N/A
This Change Order:	$ 138,854.44
Contract Credit (If Applicable):	$ 0.00
New Contract Price:	$32,940,186.00

***"Contract Price" does not include taxes.**

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

MOTOROLA SOLUTIONS

CHANGE ORDER
001

Completion Date Adjustments

Original Completion Date:	3/31/2026
Current Completion Date prior to this Change Order:	3/31/2026
New Completion Date:	3/31/2026

Equipment Changes: *(additions, deletions or modifications)* Include attachments if needed.

Installation of Cybersecurity Managed Detection & Response equipment (i.e. AERRS Node, EDR, etc.) as set out in the Proposal.

Scope of Work Changes: *(additions, deletions or modifications)* Include attachments if needed.

Remove Motorola legacy Security Monitoring Services from the Contract and Add Cybersecurity Managed Detection & Response as set out in the Proposal.

The addition of Cybersecurity Managed Detection & Response shall be governed by the Terms and Conditions of the Products and Services Agreement set in the Proposal.

SUA/Support Service Changes: *(additions, deletions or modifications)* Include attachments if needed. Must be completed by Project CSM.

Remove Motorola legacy Security Monitoring Services from the Contract and Add Cybersecurity Managed Detection & Response as set out in the Proposal.

Schedule Changes: *(describe change or N/A)*

N/A

Contract Price Changes: *(describe change or N/A)*

The Price of Installation and Recurring Services of the ASTRO 25 Managed Detection and Response Service for the six (6) month period will be an additional $138,854.44.

Customer Responsibilities: *(describe change or N/A)*

Please refer to the subsections labeled *Customer Responsibilities* in the *3.4 General Responsibilities* section as described in the Proposal.

Payment Schedule for this Change Order:
(describe new payment terms applicable to this change order)

Payment for this Change Order shall be due, in full October 1st 2025, at the beginning of when the additional services will be provided.
Should Metro Nashville elect to not renew this agreement for an additional 5-year term, a termination fee of 100% of the 6-month price, as set forth in the pricing schedule, would be due and payable to Motorola Solutions, Inc. within thirty (30) calendar days after such termination.

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

MOTOROLA SOLUTIONS

CHANGE ORDER

001

Purchase Order Requirements for this Change Order (select only one).

☐ A Purchase Order is required - included with this change order and is attached.

☐ No Purchase Order is required - Customer affirms that this change order document is the only notice to proceed required, that funding has been encumbered for this change order in its entirety, and that no further purchase orders will be issued against this change order,

☐ No Purchase Order required - this is a $0 Change Order, or a decrease in scope.

Unless amended above, all other terms and conditions of the Contract shall remain in full force. If there are any inconsistencies between the provisions of this Change Order and the provisions of the Contract, the provisions of this Change Order will prevail.

IN WITNESS WHEREOF the parties have executed this Change Order as of the last date signed below.

Motorola Solutions, Inc.		**Customer**	
By:	_____	By:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

Reviewed by: _____ Date: _____

Motorola Solutions Project Manager

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

Amendment Request Review

,Reviewed By:	John Stewart	**Department:**	Information Technology Services
Contract #:	6468641	**Unique ID No.**	A2026011
Contractor Name:	Motorola Solutions, Inc.	**Contract Description:**	800Mhz P25 Trunked Simulcast Radio System Software Upgrade, Migration
Amendment No:	1	**Amendment Amount:**	$138,854.44
Recommendation:	**Approve**		

Review:

This amendment increases the estimated value by $138,854.44 for a revised estimated contract value of $32,940,186.00 for additional technology upgrades.

- Amendment has no impact to the scope of the contract.
- Amendment has no impact on the contract term.
- Israel Boycott Language should be added to the contract.
- Exhibit A-Pricing would need to be updated to reflect new pricing per the amendment.
- Exhibit C – Contractors Software License Agreement would need to be updated to reflect the new upgrades
- Exhibit D – Contractors SUA Agreement would need to be updated to reflect the new upgrades.

Based on the above, amendment is recommended.

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

DEPARTMENT of FINANCE
DIVISION OF PURCHASES
PURCHASING.NASHVILLE.GOV

Amendment Request Signature Form

Amendment Number	A2026011
Date Received	July 31, 2025

To Whom It May Concern,

I have read the attached Amendment Request Review and concur with the recommendation contained therein.

Should you have questions, please contact the reviewer or reach out to me directly.

Regards,

Dennis Rowland

Dennis Rowland
Purchasing Agent & Chief Procurement Officer

8/2/2025 | 9:16 AM CDT

Date Signed

Certificate Of Completion

Envelope Id: D774BC21-68B1-4017-9A07-FDCF16451549
Status: Completed
Subject: Metro Contract 6468641 Amendment 1 with Motorola Solutions, Inc. (ITS)
Source Envelope:
Document Pages: 52
Signatures: 7
Certificate Pages: 18
Initials: 5
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.185

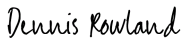
Record Tracking

Status: Original
12/9/2025 3:12:56 PM
Holder: Procurement Resource Group
prg@nashville.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Metropolitan Government of Nashville and Davidson County
Location: Docusign

Signer Events	Signature	Timestamp
Gary Clay gary.clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.185	Sent: 12/9/2025 3:35:48 PM Viewed: 12/9/2025 8:30:31 PM Signed: 12/9/2025 8:30:39 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Gregg Nicholson Gregg.Nicholson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 2605:59c8:606c:c808:4073:1499:10d6:9a2 Signed using mobile	Sent: 12/9/2025 8:30:45 PM Viewed: 12/9/2025 11:21:07 PM Signed: 12/9/2025 11:21:30 PM
Electronic Record and Signature Disclosure: Accepted: 12/9/2025 11:21:07 PM ID: 2918b1f1-b82f-4b0c-944f-395b1c053ea4		
Greg McClarin greg.mcclarin@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/9/2025 11:21:34 PM Viewed: 12/10/2025 1:03:41 AM Signed: 12/10/2025 1:05:32 AM
Electronic Record and Signature Disclosure: Accepted: 12/10/2025 1:03:41 AM ID: 6663a9e8-9092-46e5-a21f-8bb42ec79459		
Janet Fernandez janet.fernandez@motorolasolutions.com Vice President Southeast Region Government Sales Motorola Solutions Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.47.17.116	Sent: 12/10/2025 1:05:37 AM Viewed: 12/10/2025 9:17:59 AM Signed: 12/10/2025 11:46:24 AM

Signer Events	Signature	Timestamp
Electronic Record and Signature Disclosure: Accepted: 12/10/2025 9:17:59 AM ID: 92068060-3d80-4722-bdf0-5aaaee6217f8		
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 12/10/2025 11:46:28 AM Viewed: 12/10/2025 1:39:52 PM Signed: 12/10/2025 1:40:07 PM
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John Griffey John.Griffey@nashville.gov CISO Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 12/10/2025 1:40:11 PM Viewed: 12/11/2025 7:43:46 AM Signed: 12/11/2025 7:44:00 AM
Electronic Record and Signature Disclosure: Accepted: 2/6/2019 12:40:06 PM ID: f2b127b9-81c3-4ffb-aca0-f80edaf9a484		
Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.176.252.12 Signed using mobile	Sent: 12/11/2025 7:44:05 AM Viewed: 12/11/2025 7:59:30 AM Signed: 12/11/2025 8:00:51 AM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Julie Conn Julie.Conn@nashville.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 170.190.198.100	Sent: 12/11/2025 8:00:59 AM Viewed: 12/11/2025 9:29:39 AM Signed: 12/11/2025 9:40:09 AM
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Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 12/11/2025 9:40:13 AM Viewed: 12/11/2025 11:29:46 AM Signed: 12/11/2025 11:31:07 AM
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Erica Haber erica.haber@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.96	Sent: 12/11/2025 11:31:13 AM Viewed: 12/11/2025 4:32:31 PM Signed: 12/11/2025 4:35:50 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
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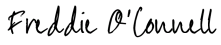
Kristin Wilson Kristin.Wilson@Nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 12/11/2025 4:35:54 PM Viewed: 12/12/2025 9:11:12 AM Signed: 12/12/2025 9:11:24 AM
Electronic Record and Signature Disclosure: Accepted: 12/12/2025 9:11:12 AM ID: 54b8abdd-0057-4718-91e0-869389a3cfad		
Freddie O'Connell Mayor@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 12/12/2025 9:11:28 AM Viewed: 12/15/2025 1:20:08 PM Signed: 12/15/2025 1:20:21 PM
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Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.100	Sent: 12/15/2025 1:20:26 PM Viewed: 12/16/2025 1:04:15 PM Signed: 12/16/2025 1:04:23 PM
Electronic Record and Signature Disclosure: Accepted: 12/16/2025 1:04:15 PM ID: e6b71a7e-9dc0-42ae-81fb-fd32a359dab5		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jan Harvey jan.harvey@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/9/2025 3:35:48 PM
Angie Martin angie.martin@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 11/16/2025 9:08:42 AM ID: d4a6614d-6c37-4816-982f-339db0c2e839	COPIED	Sent: 12/16/2025 1:04:27 PM Viewed: 12/16/2025 1:34:32 PM

Carbon Copy Events	Status	Timestamp
Rich Rairigh rich.rairigh@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/16/2025 1:04:29 PM Viewed: 12/16/2025 1:20:42 PM
Amber Gardner amber.gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/16/2025 1:04:30 PM
Terri Ray terri.ray@nashville.gov Finance Manager Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/16/2025 1:04:31 PM
John Buckner john.buckner@nashville.gov Assistant Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/28/2024 3:52:53 PM ID: 5bffa945-387a-432d-83d2-063ec7458719	COPIED	Sent: 12/16/2025 1:04:33 PM Viewed: 12/16/2025 3:14:54 PM
Mike Allen mike.allen@motorolasolutions.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/16/2025 1:04:34 PM Viewed: 12/16/2025 1:27:33 PM
Brian Lorenz brian.lorenz@motorolasolutions.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/16/2025 1:04:36 PM Viewed: 12/17/2025 3:30:57 PM
Elizabeth Jefferson elizabeth.jefferson@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 12/16/2025 1:04:37 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/9/2025 3:35:48 PM
Envelope Updated	Security Checked	12/9/2025 3:38:14 PM

Envelope Summary Events	Status	Timestamps
Envelope Updated	Security Checked	12/9/2025 3:38:14 PM
Envelope Updated	Security Checked	12/9/2025 3:38:14 PM
Certified Delivered	Security Checked	12/16/2025 1:04:15 PM
Signing Complete	Security Checked	12/16/2025 1:04:23 PM
Completed	Security Checked	12/16/2025 1:04:37 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148 AM
Parties agreed to: Gregg Nicholson, Greg McClarin, Janet Fernandez, John Griffey, Julie Conn, Balogun Cobb, Erica Haber, Kristin Wilson, Freddie O'Connell, Austin

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. â€œeContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at http://docusign.com/company/specifications. â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

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to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. â€œSystemâ€? refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. â€œTermâ€? means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. â€œTransaction Dataâ€? means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSignâ€™s provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers (â€œAuthentication Measuresâ€?), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriberâ€™s eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more â€œconsumers,â€? such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

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particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

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Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

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business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the â€œESIGN Actâ€?) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act. 15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED â€œAS IS,â€? AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBERâ€™S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law. 16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account. 17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

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Contract Abstract

A Matter #:A-42677

Contract Information

MAL

Contract & Solicitation Title: 800Mhz P25 Trunked Simulcast Radio System Software Upgrade, Migration

Contract Summary: Contrator will provide turnkey solution for the technology upgrade, migration and maintenance of Metro's public safety 800Mhz Trunked Simulcast Radio Systems, including microwave backhaul.

Contract Number: 6468641 Solicitation Number: 19107 Requisition Number: 4000899

Replaces Expiring Contract? (Enter "No" or Expiring Contract No.): 373772

Type of Contract/PO: Multi-Year Contract **Requires Council Legislation: No**

High Risk Contract (Per Finance Department Contract Risk Management Policy): Yes

Sexual Harassment Training Required (per BL2018-1281): Yes

Estimated Start Date: 3/31/2021 Estimated Expiration Date: 3/30/2026 Contract Term: 60 months

Estimated Contract Life Value: $32,801,331.56 Fund: 51137 BU: 14521123

Payment Terms: Net 30 Selection Method: RFP

Procurement Staff: Scott Ferguson BAO Staff: Jerval Watson

Procuring Department: **ITS** Department(s) Served: **METRO**

Prime Contractor Information

Prime Contracting Firm: Motorola Solutions, Inc. ISN#: 1115

Address: 341 Cool Springs Blvd, Suite 300 City: Franklin State: TN Zip: 37067

Prime Contractor is a Uncertified/Unapproved: SBE ☐ SDV ☐ MBE ☐ WBE ☐ (select/check if applicable)

Prime Company Contact: Alex Sherman Email Address: alexander.sherman@motorolasolutions.com Phone #: 615-504-8533

Prime Contractor Signatory: Scott Adler **Email Address:** scott.adler@motorolasolutions.com

Disadvantaged Business Participation for Entire Contract

Small Business and Service Disabled Veteran Business Program:

SBE/SDV Participation Amount: 400,000 Percent, if applicable: 0.10

Equal Business Opportunity (EBO) Program:

Program Not Applicable Amount: 0 Percent, if applicable:

Federal Disadvantaged Business Enterprise:

No Amount: 0 Percent, if applicable:

* Amounts and/or percentages are not exclusive.

B2GNow (Contract Compliance Monitoring): Yes

Summary of Offer

Offeror Name	Disadv. Bus. (Check if applicable)	Score (RFQ Only)	Evaluated Cost	Result
Motorola, Inc.	☐	94	$24,501,606.00	Awarded

Metro Procurement Nashville

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Terms and Conditions

1. GOODS AND SERVICES CONTRACT

1.1. Heading

This contract is initiated by and between **The Metropolitan Government of Nashville and Davidson County** ("METRO") and **Motorola Solutions, Inc** ("CONTRACTOR" or "Motorola") located at 341 Cool Springs Blvd, Suite 300, Franklin, TN 37067. METRO and Motorola may be referred to individually as a "Party" and collectively as the "Parties."

This contract consists of the following documents:

- ***Any properly executed contract amendment (most recent with first priority),***
- ***This document including exhibits,***
- ***Exhibit A – Pricing,***
- ***Exhibit B – ISA Terms and Conditions,***
- ***Exhibit C – Contractors Software License Agreement,***
- ***Exhibit D – Contractors SUA Agreement,***
- ***The solicitation documentation (made a part of this contract by reference) (RFQ 19107),***
- ***Purchase orders (and PO Changes),***
- ***Equal Business Opportunity (EBO) Program forms (incorporated by reference).***

In the event of conflicting provisions, all documents shall be construed in the order listed above.

2. THE PARTIES HEREBY AGREE TO THE FOLLOWING TERMS AND CONDITIONS:

2.1. Duties and Responsibilities

CONTRACTOR will provide turnkey solution for the technology upgrade, migration and maintenance of Metro's public safety 800MHz Trunked Simulcast Radio Systems, including microwave backhaul infrastructure, prime and remote site equipment and subscriber units.

2.2. Delivery and/or Installation.

Unless otherwise stated, title to the Equipment will pass to Customer upon delivery to Customer. All deliveries (if provided by the performance of this contract) are F.O.B. Destination, Prepaid by Supplier, Inside Delivery, as defined by Metro, except that title to the Software will not pass to Metro at any time. Risk of loss will pass to Metro upon delivery of the Equipment to Metro. Motorola will pack and ship all Equipment in accordance with good commercial practices

METRO assumes no liability for any goods delivered without a purchase order. All deliveries shall be made as

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defined in the solicitation or purchase order and by the date specified on the purchase order.

Installation, if required by the solicitation and/or purchase order shall be completed in accordance with Motorola's proposal.

2.3. Invoices

Invoices will be sent to Metro at the following address:

Metro Payment Services General Services A/P

P.O. Box 196301

Nashville, TN 37219-6301

2.4. Shipping

The address, which is the ultimate destination where the Equipment and Software will be delivered to Metro, is: 1417 Murfreesboro Pike, Nashville, TN 37217.

Equipment will be shipped Metro at the following address:

Information Technology Services

Radio Communications

1417 Murfreesboro Pike

Nashville, TN 37217.

Contractor shall obtain approval from Metro prior to the shipment of equipment. Shipment shall be made pursuant to a schedule approved by Metro. Metro may change this information by giving written notice to Motorola.

3. CONTRACT TERM

3.1. Contract Term

The term of this contract will begin on the date this contract is approved by all required parties and filed in the office of the Metropolitan Clerk. The initial contract term will end sixty (60) months from the date of filing with the Metropolitan Clerk's Office. When it has been so signed and filed, this contract shall be effective as of that date of filing. ("Effective Date").

In no event shall the term of this contract, including extensions, exceed sixty (60) months from the date of filing with the Metropolitan Clerk's Office.

3.2. COMPENSATION

3.2.1. Contract Value

The total Contract Price in U.S. dollars is $ 32,801,331.56. The pricing details documented below and more fully

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described in Exhibit A and Exhibit D. CONTRACTOR shall be paid and METRO is accordingly invoiced based on the schedule for the Operation and Maintenance Turnkey Solution attached as Exhibit D.

3.2.2. Other Fees

There will be no other charges or fees for the performance of this contract. METRO will make reasonable efforts to make payments within 30 days of receipt of invoice but in any event shall make payment within 60 days. METRO will make reasonable efforts to make payments to Small Businesses within 15 days of receipt of invoice but in any event shall make payment within 60 days. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

3.2.3. Electronic Payment

All payments shall be effectuated by ACH (Automated Clearing House).

3.2.4. Subcontractor/Subconsultant Payments

When payment is received from METRO, for the Upgrade and Migration Turnkey Solution, the Contractor shall within fourteen (14) calendar days pay all subcontractors, subconsultants, laborers, and suppliers the amounts they are due for conforming work covered by such payment. In the event METRO becomes informed that the Contractor has not paid a subcontractor, subconsultant, laborer, or supplier as provided herein, METRO shall request the Contractor take immediate action to pay subcontractor, subconsultants, laborers, and suppliers. Should Contractor fail to fulfill in a timely manner, Metro has the right, but not the duty, to issue future checks and payments to the Contractor of amounts otherwise due hereunder naming the Contractor and any such subcontractor, laborer, or supplier as joint payees. Such joint check procedure, if employed by METRO, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit METRO to repeat the procedure in the future. If persistent, this may be determined to be a material breach of contract. The Contractor shall pay all subcontractors, subconsultants, laborers, and suppliers under the Operation and Maintenance Turnkey Solution monthly for the duration of the project.

4. TERMINATION

4.1. Breach

Should CONTRACTOR fail to fulfill in a timely and proper manner its obligations under this contract or if it should violate any of the terms of this contract, METRO shall identify the breech and CONTRACTORS shall cure the performance within thirty (30) days. Failure to satisfactorily provide cure, METRO shall have the right to immediately terminate the contract.

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4.2. Lack of Funding

Should funding for this contract be discontinued, METRO shall have the right to terminate the contract immediately upon written notice to CONTRACTOR. However, METRO has the obligation to pay MOTOROLA for any equipment delivered or services rendered prior to the date of termination.

4.3. Notice

METRO may terminate this contract at any time upon thirty (30) days written notice to CONTRACTOR. Should METRO terminate this contract, the CONTRACTOR shall immediately cease work and deliver to METRO, within thirty (30) days, all completed or partially completed satisfactory work, and METRO shall pay to CONTRACTOR the amount due for satisfactory work.

4.4. Default by a Part

If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. The defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan.

4.5. Failure to Cure

If a defaulting Party fails to cure the default as provided above, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information.

4.6. Termination Fee

The Parties agree that the annual fees are based upon the assumption that this Agreement will be in effect for its full term of five (5) years. If the Agreement is terminated for any reason before the full term, then termination fees are payable to Motorola. The termination fees are not penalties but rather are an equitable manner in which Motorola may recoup any discounts applied to the annual fees in reliance on the assumption of full term completion. The Termination Fees are as follows:

4.6.1 Metro will be responsible to pay Motorola the "multi-year" discount applied to payments for the previous Phases prior to the termination date, not to exceed the aggregate of the discounts applied to three (3) Phases. The " multi-year" discount can be calculated by viewing the Pricing Summary in Motorola's proposal.

4.6.2 Software Upgrade Agreement II (SUAII): if a major upgrade has been delivered in the first year of the two year SUAII payment cycle, Metro will owe the unpaid balance of the SUA for the full two year cycle if the Agreement is terminated prior to payment in full of the second year of the SUAII cycle.

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5. NONDISCRIMINATION

5.1. Metro's Nondiscrimination Policy

It is the policy of the METRO not to discriminate on the basis of age, race, sex, color, national origin, sexual orientation, gender identity, or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services, and activities**.**

5.2. Nondiscrimination Requirement

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in METRO's contracted programs or activities, on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Tennessee State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with METRO or in the employment practices of METRO's CONTRACTORs. **CONTRACTOR certifies and warrants that it will comply with this nondiscrimination requirement**. Accordingly, all Proposers entering into contracts with METRO shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places that are available to all employees and applicants, notices of nondiscrimination.

5.3. Equal Business Opportunity (EBO) Program Requirement

The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

5.4. Covenant of Nondiscrimination

Your firm has committed to the Covenant of Nondiscrimination when registering with METRO to do business. To review this document, go to Nashville.gov and visit the Procurement or Business Assistance web pages (it is NOT necessary to resubmit this with each bid/proposal/contract).

5.5. Statement of Interested, Notified, Bid Amount, and Successful MWBEs Selected

CONTRACTOR must provide the provided form indicating that CONTRACTOR has delivered written notice to at least three (3) available MWBEs if use of MWBEs is reasonable and if the Business Assistance Office can provide at least three (3) MWBEs for the applicable category. The interested, notified, successful and unsuccessful bid prices are one of several responses required on the form.

5.6. Letter of Intent to Perform as a Subcontractor/Joint Venture

In the event that CONTRACTOR proposes to use subcontractors, sub-consultants, suppliers and/or joint ventures, a letter of intent signed by the contractor, subcontractor, sub-consultant, supplier, and/or joint venturer must be submitted to METRO by the end of the second business day following issuance of the intent to award letter. Only

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subcontractors listed in the submittal for each individual solicitation offer may be employed for that work. Substitute subcontractors may only be used with prior notice and written approval from METRO and the Business Assistance Office ("BAO")."

5.7. Registration and Certification

To be considered for the purpose of being responsive, the subcontractor, subconsultant, supplier and/or joint venturer must be registered online with METRO by the individual solicitation due date.

5.8. Americans with Disabilities Act (ADA)

CONTRACTOR assures METRO that all services provided through this Contract shall be completed in full compliance with the Americans with Disabilities Act ("ADA") 2010 ADA Standards for Accessible Design, enacted by law March 15, 2012, as has been adopted by METRO. CONTRACTOR will ensure that participants with disabilities will have communication access that is equally effective as that provided to people without disabilities. Information shall be made available in accessible formats, and auxiliary aids and services shall be provided upon the reasonable request of a qualified person with a disability.

6. INSURANCE

6.1. The following insurance(s) shall be required:

The following insurance(s) shall be required:

6.2. General Liability Insurance

In the amount of one million ($1,000,000.00) dollars per occurrence and $3,000,000 general aggregate

6.3. Automobile Liability Insurance

In the amount of one million ($1,000,000.00) combine single limit dollars (if CONTRACTOR will be making on-site deliveries)

6.4. Worker's Compensation Insurance (if applicable)

CONTRACTOR shall maintain workers' compensation insurance with statutory limits required by the State of Tennessee or other applicable laws and Employer's Liability Insurance with limits of one million ($1,000,000) (Not required for companies with fewer than five (5) employees).

6.5. Technology Errors and Omissions Liability Insurance:

In the amount of one million ($1,000,000) dollars.

6.6. Cyber Liability Insurance:

In the amount of one million ($1,000,000) dollars.

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6.7. Such general and automobile liability insurance shall:

Contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers related to this project as additional insureds with respect to liability arising out of work or operations

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performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. The coverage shall contain no special limitations on the scope of its protection afforded to the above-listed additional insureds.

For any claims related to this agreement, CONTRACTOR's insurance coverage shall be primary insurance with respects to METRO, its officers, officials, employees and volunteers related to this project. Any insurance or self-insurance programs covering METRO, its officials, officers, employees, and volunteers shall be excess of CONTRACTOR's insurance and shall not contribute with it.

Automotive Liability Insurance shall include vehicles owned, hired, and/or non-owned. Said insurance shall include coverage for loading and unloading hazards. Insurance shall contain or be endorsed to contain a provision that includes METRO, its officials, officers, employees, and volunteers related to this project as additional insureds with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of CONTRACTOR.

CONTRACTOR shall maintain Workers' Compensation insurance (if applicable) with statutory limits as required by the State of Tennessee or other applicable laws and Employers' Liability insurance. CONTRACTOR shall require and ensure each of its subcontractors to provide Workers' Compensation for all of the latter's employees to be engaged in such work.

6.8. Other Insurance Requirements

Upon contract execution or prior to commencement of services, CONTRACTOR shall furnish METRO with certificates of insurance and blanket additional insured endorsements effecting coverage required by this section and Contractor shall provide that such insurance shall not be cancelled, allowed to expire, or be materially reduced in coverage except on 30 days' prior written notice to:

PRG@NASHVILLE.GOV

If litigation arising out of this contract is filed, Motorola will provide access to relevant endorsements and policies as required in this Section 6 through its local defense counsel in the jurisdiction in which the litigation is filed and in compliance with the governing Court's rules of discovery.

Replace certificates, and blanket endorsements for any such insurance expiring prior to completion of services. Maintain such insurance from the time services commence until services are completed. Failure to maintain or renew coverage and to provide evidence of renewal may be treated by METRO as a material breach of contract.

Said insurance shall be with an insurer licensed to do business in Tennessee and having A.M. Best Company ratings of no less than A-. Modification of this standard may be considered upon appeal to the METRO Director of Risk Management Services.

Require and ensure all subcontractors to maintain during the term of the agreement Commercial General Liability insurance, Business Automobile Liability insurance, and Worker's Compensation/ Employers Liability insurance in the similar manner as specified for CONTRACTOR. CONTRACTOR shall maintain subcontractor's certificates of insurance.

Motorola will maintain deductibles greater than $10,000.00 and the deductibles will be the responsibility of Motorola.

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If CONTRACTOR has or obtains primary and excess policy(ies), there shall be no gap between the limits of the primary policy and the deductible features of the excess policies.

7. GENERAL TERMS AND CONDITIONS

7.1. Definitions

Capitalized terms used in this Agreement have the following meanings:

"Acceptance Tests" means those tests described in the Acceptance Test Plan in Exhibit D-2 Additional Documentation Section or other applicable Statement of Work included in Motorola's proposal dated January 2, 2020.

"Administrative User Credentials" means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Metro's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

"Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Subject to the Tennessee Open Records Act, Tenn. Code Ann. § 10-7-503 et seq., confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

"Contract Price" includes the Equipment, Software and Services provided under this Agreement, excluding applicable sales or similar taxes and freight charges.

"Deliverables" means all written information (such as reports, specifications, designs, plans, drawings, or other technical or business information) that Motorola prepares for Metro in the performance of the Services and is obligated to provide to Metro under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

"Effective Date" means that date upon which the last Party executes this Agreement. This contract shall not be binding upon the parties until it has been signed first by Motorola and then by the authorized representatives of the Metropolitan Government and has been filed in the office of the Metropolitan Clerk. When it has been so signed and filed, this contract shall be effective as of the date of filing.

"Equipment" means the equipment that Metro purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

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

"Force Majeure" means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by Motorola or the Motorola Software directly infringes a United States patent or copyright.

"Motorola Software" means Software that Motorola or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

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"Open Source Software" (also called "freeware" or "shareware") means software with either freely obtainable source code, license for modification, or permission for free distribution.

"Phase" means a defined stage in the System lifecycle management, as set forth in Exhibit D of Contractor's proposal dated January 2, 2020.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Deliverables, Equipment, and Software, including those created or produced by Motorola under this contract and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Services" means those design, installation, maintenance, and other professional services to be provided by Motorola to Metro under this Agreement, the nature and scope of which are more fully described in the applicable Statement of Work.

"Software" means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment.

"Specifications" means the functionality and performance requirements that are described in the Motorola Proposal.

"Subsystem" means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical Exhibits.

"System" means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system. The System is described in Contractor's Proposal and RFQ# 19107.

"Subsystem Acceptance" means the Acceptance Tests have been successfully completed for a particular Subsystem as detailed in Exhibit D-2, Acceptance Test Plan, included in Contractor's Proposal and automatically incorporated upon mutual written agreement.

"Warranty Period" means the period of time during which warranty services are provided for Equipment, Motorola Software or Services, as specified in Section 7.3 et seq. (Warranty).

7.2. Taxes

METRO shall not be responsible for any taxes that are imposed on CONTRACTOR. Furthermore, CONTRACTOR understands that it cannot claim exemption from taxes by virtue of any exemption that is provided to METRO.

7.3. Warranty

CONTRACTOR warrants that for a period of one year from date of delivery and/or installation, whichever is later, the goods provided, including software, shall be free of any defects that interfere with or prohibit the use of the goods for the purposes for which they were obtained.

During the warranty period, METRO may, at its option, request that CONTRACTOR repair or replace any defective goods, by written notice to CONTRACTOR. In that event, CONTRACTOR shall repair or replace the defective goods, as required by METRO, at CONTRACTOR's expense, within thirty (30) days of written notice. Alternatively, METRO may return the defective goods, at CONTRACTOR's expense, for a full refund. Exercise of either option shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of CONTRACTOR's breach of warranty.

7.3.1 EQUIPMENT WARRANTY. During the Warranty Period as stated in Motorola's January 2, 2020 proposal, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials

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and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes within Metro's control, this warranty expires eighteen (18) months after the shipment of the Equipment. Notwithstanding, subscribers provided under this Agreement under normal use and service will be free from defects in materials and workmanship for a period of one (1) year from the date of shipment.

7.3.2 MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period as stated in Motorola's January 2, 2020 proposal, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement (Exhibit C) and the provisions of this Section 9 that are applicable to the Motorola Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes within Metro's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software.

7.3.3 Motorola Service Warranty. Motorola warrants that its Services under this Agreement will be performed in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work for a period of one (1) year from completion of the service. If Motorola breaches this warranty, Metro's sole and exclusive remedy is to require Motorola to re-perform the non-conforming Services or to refund, on a pro-rata basis, the fees paid for the non-conforming Services. Metro acknowledges that the Deliverables (if any are provided) may contain recommendations, suggestions or advice from Motorola to Metro (collectively, "Recommendations"). Motorola makes no warranties concerning those Recommendations, and Metro alone accepts responsibility for choosing whether and how to implement the Recommendations and the results to be realized from implementing them.

7.3.4 EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to:(i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Metro's failure to comply with all applicable industry and OSHA standards;(ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship;(iii) Equipment that has had the serial number removed or made illegible;(iv) batteries (because they carry their own separate limited warranty) or consumables;(v) freight costs to ship Equipment to the repair depot;(vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and(vii) normal or customary wear and tear.

7.3.5 WARRANTY CLAIMS. To assert a warranty claim, Metro must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid warranty claim, Motorola will (at its option and at no additional charge to Metro) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of Motorola's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Metro for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola. Motorola agrees to replace any subscriber unit that cannot be repaired and returned to Metro Nashville in reliable working order with a new unit with comparable hardware and software. The Unit must be on a current Motorola Maintenance Contract and deemed not repairable by the Motorola Repair Depot for a new unit to be issued. If the inability to repair is caused by an act of Force Majeure, physical or water damage the unit would not be replaced under this agreement.

7.3.6 ORIGINAL END USER IS COVERED. These express limited warranties are extended by Motorola to the original user purchasing the System for commercial, industrial, or governmental use only, and are not assignable or transferable.

7.3.7 DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS

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AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.3.8 Notwithstanding anything in this Section to the contrary, any provision of this Section will not apply to the extent it is determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or constitution of the State of Tennessee.

7.4. Software License

CONTRACTOR warrants and represents that it is the owner of or otherwise has the right to and does hereby grant METRO a license to use any software provided for the purposes for which the software was obtained or proprietary material set forth in METRO's solicitation and/or the CONTRACTORs response to the solicitation, in accordance with Motorola's Software License Agreement ("Exhibit C").

7.4.1 NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Metro in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software. All Open Source Software is licensed to Metro in accordance with, and Metro agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by Metro, Motorola will use commercially reasonable efforts to determine whether any Open Source Software will be provided under this Agreement; and if so, identify the Open Source Software and provide to Metro a copy of the applicable standard license (or specify where that license may be found); and provide to Metro a copy of the Open Source Software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

7.5. Copyright, Trademark, Service Mark, or Patent Infringement

CONTRACTOR shall, at its own expense, be entitled to and shall have the duty to defend any suit that may be brought against METRO to the extent that it is based on a third-party claim that the products or services furnished infringe a U.S. Copyright, Trademark, Service Mark, or Patent. CONTRACTOR shall further indemnify and hold harmless METRO against any award of damages and costs made against METRO by a final judgment of a court of last resort in any such suit. METRO shall provide CONTRACTOR immediate notice in writing of the existence of such claim and full right and opportunity to conduct the defense thereof, together with all available information and reasonable cooperation, assistance and authority to enable CONTRACTOR to do so. Motorola's duty to defend and indemnify is dependent upon prompt notification and sole control, together with Metro providing the aforementioned available information and its reasonable cooperation, assistance and authority to enable Motorola to do so. No costs or expenses shall be incurred for the account of CONTRACTOR without its written consent. METRO reserves the right to participate in the defense of any such action. CONTRACTOR shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement or compromise shall be binding upon METRO unless approved by the METRO Department of Law Settlement Committee and, where required, the METRO Council.

If the products or services furnished under this contract are likely to, or do become, the subject of such a claim of infringement, then without diminishing CONTRACTOR's obligation to satisfy the final award, CONTRACTOR may at its option and expense:

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Procure for METRO the right to continue using the products or services.

Replace or modify the alleged infringing products or services with other equally suitable products or services that are satisfactory to METRO, so that they become non-infringing.

Remove the products or discontinue the services and cancel any future charges pertaining thereto.

Provided, however, that CONTRACTOR will not exercise the Remove option above until CONTRACTOR and METRO have determined that the Procure and/or Replace options are impractical.

CONTRACTOR shall have no liability to METRO, however, if any such infringement or claim thereof is based upon or arises out of:

The use of the products or services in combination with apparatus or devices not supplied or else approved by CONTRACTOR;

The use of the products or services in a manner for which the products or services were neither designated, designed**,** manufactured nor contemplated in accordance with Motorola's designs, specifications, guidelines, or instructions; or,

The claimed infringement in which METRO has any direct or indirect interest by license or otherwise, separate from that granted herein; or,

A modification of the Product by a Party other than Motorola; or,

Use of the Product in a manner for which the Product was not designed or that is inconsistent with the terms of this Agreement; or,

The failure by Metro to install an Enhancement release to the Motorola Software that is intended to correct the claimed infringement.

In no event will Motorola’s liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer’s revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

7.6. Record Maintenance

CONTRACTOR shall maintain documentation for all charges against METRO. All books, records, drawings, and product/project documents of CONTRACTOR, insofar as they relate to work performed or money received under the contract, shall be maintained for a period of three (3) full years from the date of final payment and will be subject to audit, at any reasonable time and upon reasonable notice by METRO or its duly appointed representatives. The records shall be maintained in accordance with generally accepted accounting principles. In the event of litigation, working papers and other documents shall be produced in accordance with applicable laws and/or rules of discovery. Breach of the provisions of this paragraph is a material breach of this contract. Notwithstanding the proceeding, to the extent permitted by law, Contractor shall not be required to disclose its confidential or proprietary information, including cost and pricing data and subcontracts, unless so subpoenaed or ordered by a court of competent jurisdiction

7.7. Monitoring

CONTRACTOR's activities conducted and records maintained pursuant to this contract shall be subject to monitoring and evaluation by METRO, the Department of Finance, the Division of Internal Audit, or their duly appointed representatives.

7.8. METRO Property, Motorola's Proprietary Rights and Confidential Information

7.8.1 Any METRO property, including but not limited to books, records and equipment that is in CONTRACTOR's possession shall be maintained by CONTRACTOR in good condition and repair, and shall be returned to METRO

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by CONTRACTOR upon termination of the contract. Except as set forth in Section 7.8.2, all goods, documents, records, and other work product and property produced during the performance of this contract are deemed to be METRO property. CONTRACTOR may keep one (1) copy of the aforementioned documents upon completion of the contract; provided, however, that in no event shall CONTRACTOR use, or permit to be used, any portion of the documents on other projects without METRO's prior written authorization.

7.8.2 PRESERVATION OF MOTOROLA'S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this contract is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Metro the Equipment, Software, or related services remain vested exclusively in Motorola, and this contract does not grant to Metro any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Metro, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola's Proprietary Rights. Metro will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software, which is governed by the standard license of the copyright owner.

7.8.3 CONFIDENTIAL INFORMATION. During the term of this contract, the parties may provide each other with Confidential Information. Subject to the Tennessee Open Records Act, Tenn. Code Ann. § 10-7-503 et seq., each party will: maintain the confidentiality of the other party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this contract. Confidential Information is and will at all times remain the property of the disclosing party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this contract.

7.8.3.1 Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this agreement. 7.8.3.2 All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

7.9. Modification of Contract

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This contract may be modified only by written amendment executed by all parties and their signatories hereto. All change orders, where required, shall be executed in conformance with section 4.24.020 of the Metropolitan Code of Laws.

7.10. Partnership/Joint Venture

This contract shall not create or in any way be construed or intended to create a partnership or joint venture between the Parties or to create the relationship of principal and agent between or among any of the Parties. None of the Parties hereto shall hold itself out in a manner contrary to the terms of this paragraph. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this contract. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other.

7.11. Waiver

No waiver of any provision of this contract shall affect the right of any party to enforce such provision or to exercise any right or remedy available to it.

7.12. Employment

CONTRACTOR shall not subscribe to any personnel policy which permits or allows for the promotion, demotion, employment, dismissal or laying off of any individual due to race, creed, color, national origin, age, sex, or which is in violation of applicable laws concerning the employment of individuals with disabilities.

CONTRACTOR shall not knowingly employ, permit, dispatch, subcontract, or instruct any person who is an undocumented and/or unlawful worker to perform work in whole or part under the terms of this contract.

Violation of either of these contract provisions may result in suspension or debarment if not resolved in a timely manner, not to exceed ninety (90) days, to the satisfaction of METRO.

7.13. Compliance with Laws

Each Party agrees to comply with all applicable federal, state and local laws and regulations concerning the performance of this Agreement or use of the System. Metro will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations or those of any other federal, state, or local government agency, required for the installation, maintenance, or operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Metro in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Metro in FCC or other matters.

7.14. Taxes and Licensure

CONTRACTOR shall have all applicable licenses and be current on its payment of all applicable gross receipt taxes and personal property taxes.

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7.15. Ethical Standards

CONTRACTOR hereby represents that CONTRACTOR has not been retained or retained any persons to solicit or secure a METRO contract upon an agreement or understanding for a contingent commission, percentage, or brokerage fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. Breach of the provisions of this paragraph is, in addition to a breach of this contract, a breach of ethical standards, which may result in civil or criminal sanction and/or debarment or suspension from being a contractor or subcontractor under METRO contracts.

7.16. Indemnification and Hold Harmless

CONTRACTOR shall indemnify and hold harmless METRO, its officers, and employees from:

A. Motorola will indemnify and hold harmless Metro, its officers and employees from any and all liability, expense, claims, judgment, suit, cause of action, reasonable attorney fees or demand for personal injury, death, or direct damage to tangible property which may accrue against Metro to the extent it is caused by the negligence or intentional acts or omissions of Motorola, its subcontractors or agents, while performing their duties under this Agreement, if Metro gives Motorola prompt, written notice of any claim or suit. Metro will cooperate with Motorola in its defense or settlement of the claim or suit. and,

B. Any claims, damages, penalties, costs and attorney fees arising from any failure of CONTRACTOR, its officers, employees and/or agents, including its sub or independent contractors, to observe applicable laws, including, but not limited to, labor laws and minimum wage laws.

C. In any and all claims against METRO, its officers, agents, or employees, by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages for personal injury or death, compensation, or benefits payable by or for the CONTRACTOR or any subcontractor under workers' compensation acts, disability acts or other employee benefit acts.

D. METRO will not indemnify, defend or hold harmless in any fashion the CONTRACTOR from any claims arising from any failure, regardless of any language in any attachment or other document that the CONTRACTOR may provide; however, Motorola's indemnity will not include claims or losses or actions which result from the acts or omissions of METRO's employees, officers, agents or contractors (other than Motorola).

E. CONTRACTOR shall pay METRO any expenses incurred as a result of CONTRACTOR's failure to fulfill any obligation in a professional and timely manner under this Contract in accordance with the roles and responsibilities outlined in CONTRACTOR'S proposal.

F. This section sets forth the full extent of Motorola's general indemnification of Metro from liabilities that are in any way related to Motorola's performance under this Agreement.

7.17. Disputes

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

7.17.1 SETTLEMENT PREFERRED. The parties, by their project managers, will attempt to settle any dispute arising from this contract (except for a claim relating to intellectual property or breach of confidentiality) through consultation and a spirit of mutual cooperation. The dispute will be escalated to appropriate higher-level managers

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of the parties, if necessary.

7.17.2 LITIGATION. A party may submit to a court of competent jurisdiction in Davidson County Tennessee any claim relating to intellectual property or a breach of confidentiality provisions and any dispute that cannot be resolved between the parties through negotiation. Each party consents to jurisdiction over it by that court.

7.17.3 VENUE and JURISDICTION. Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

7.17.4 CONFIDENTIALITY. All communications pursuant to subsections 7.17.1, 7.17.2 and 7.17.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law.

7.18. Attorney Fees

CONTRACTOR agrees that in the event either party takes legal action to enforce any provision of this Contract or to obtain a remedy for any breach of this Contract, and in the event METRO prevails in such action, CONTRACTOR shall pay all expenses of such action incurred at any and all stages of the litigation, including costs, and reasonable attorney fees for METRO.

7.19. Site and Site Conditions

7.19.1 ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Metro will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the work sites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Metro in the local building permit process.

7.19.2 SITE CONDITIONS. Metro will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and TOSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Metro will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Metro of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.19.3 SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

7.20. Training

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Any training to be provided by Motorola to Metro will be described in the Statement of Work included in Motorola's proposal dated January 2, 2020. Metro agrees not to cancel training without ten (10) days' notice to Motorola.

7.21. Subsystem Acceptance

7.21.1 Acceptance Test Plans. Acceptance Test Plans ("ATP"s)"for the applicable Subsystem are set forth in Exhibit D-2 included in Motorola's proposal dated January 2, 2020. Other ATPs may be included in other applicable SOWs. The Parties acknowledge and agree that because of the nature of this Agreement and related technology, certain ATPs may need to be developed or modified later in a particular Phase. Once an ATP is developed or modified, the Parties will sign the ATP, indicating mutual agreement and such ATP will automatically be incorporated into this Agreement.

7.21.2 COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Metro at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan, included in Motorola's Proposal

7.21.3 SUBSYSTEM ACCEPTANCE. Subsystem Acceptance will occur upon successful completion of the applicable Acceptance Tests. Upon Subsystem Acceptance, the Parties will memorialize this event by promptly executing a Subsystem Acceptance Certificate. If Metro believes the Subsystem has failed the completed Acceptance Tests, Metro will provide to Motorola a written notice that includes the specific details of the failure. If Metro does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, Subsystem Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in a Subsystem that do not materially impair the operation of the Subsystem as a whole will not postpone Subsystem acceptance, but will be corrected according to a mutually agreed schedule. Given the nature of this agreement and the technology involved, Motorola agrees to a 30 day reliability testing period and to major system failures as defined in the RFP to the extent they are caused by the new components being installed per this agreement. Major system failures caused by existing Metro infrastructure, consoles, repeaters, subscribers shall not be considered a failure in the 30-day reliability test of the new components

7.21.4 Reserved

7.21.5 SOFTWARE UPGRADE ACCEPTANCE. Software Upgrade Acceptance will occur upon successful installation of a Software Upgrade as described in the SUAII Statement of Work or other applicable SOW.

7.22. Assignment--Consent Required

The provisions of this contract shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Except for the rights of money due to CONTRACTOR under this contract, neither this contract nor any of the rights and obligations of CONTRACTOR hereunder shall be assigned or transferred in whole or in part without the prior written consent of METRO. Any such assignment or transfer shall not release CONTRACTOR from its obligations hereunder.
a) NOTICE OF ASSIGNMENT OF ANY RIGHTS TO MONEY DUE TO CONTRACTOR UNDER THIS CONTRACT MUST BE SENT TO THE ATTENTION OF:

PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
730 2ND AVENUE SOUTH
PO BOX 196300
NASHVILLE, TN 37219-6300

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Funds Assignment Requests should contain complete contact information (contact person, organization name, address, telephone number, and email) for Metro to use to request any follow up information needed to complete or investigate the requested funds assignment. To the extent permitted by law, Metro has the discretion to approve or deny a Funds Assignment Request.

b) Notices to Contractor shall be mailed or sent to:

Motorola Solutions, Inc.
Attention Alex Sherman
341 Cool Springs Blvd, Suite 300
Franklin, TN 37067
Ph: (615) 880-3492
Fax: (615) 778-9730
Email: alex.sherman@motorolasolutions.com

c) With a copy to:

Motorola Solutions, Inc
Attention: Motorola Legal Department
500 West Monroe, 44th Floor
Chicago, IL 60661
Ph: 847-576-5000

7.23. Entire Contract

This contract, including all Exhibits, sets forth the entire Agreement between the parties with respect to the subject matter hereof and shall govern the respective duties and obligations of the parties. This Agreement may be executed by each of the Parties hereto in separate counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Metro purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.

7.24. Force Majeure

No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by *force majeure*, meaning any act of God, storm, fire,

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casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of Government, act of public enemy, or other cause of similar or dissimilar nature beyond its control. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

7.24.1 PERFORMANCE SCHEDULE DELAYS CAUSED BY METRO. If Metro (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Lifecycle Payment Schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

7.24.2 LIQUIDATED DAMAGES. Motorola agrees to the assessment of liquidated damages in the event it fails to complete the project beyond the scheduled completion date. Any liquidated damages assessed will be capped at the cumulative amount of $5,000; and Motorola will receive a day for day credit for each day caused by an Excusable Delay, delays caused by Metro, or an event of Force Majeure. In lieu of prompt payment to Metro, Metro will receive an amount in credit for such damages.

7.25. Governing Law

The validity, construction and effect of this contract and any and all extensions and/or modifications thereof shall be governed by the laws of the State of Tennessee. Tennessee law shall govern regardless of any language in any attachment or other document that the CONTRACTOR may provide.

7.26. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

7.27. Venue

Any action between the parties arising from this agreement shall be maintained in the courts of Davidson County, Tennessee.

7.28. Limitation of Liability

To the extent permitted under Tennessee law, except for personal injury or death, intentional torts, criminal acts, or fraudulent conduct, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in

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tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed two times the value of this agreement stipulated in Section 3.2.1 with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA 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, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. Notwithstanding anything to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or constitution of the State of Tennessee.

7.29. Authority to Execute Agreement

Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

7.30. Parts

Motorola will use commercially reasonable efforts to provide replacement parts for Motorola manufactured subscriber equipment for five (5) years and for Motorola manufactured fixed infrastructure equipment exclusive of third party IT equipment (e.g. computers, switches, etc.)for seven (7) years, both from the date of last manufacture. Motorola reserves the right to supply either assemblies or piece parts. Motorola will not install components subject to a known cancellation at the time of install. If acceptance of an installation project is delayed longer than 30 days beyond the project schedule identified at the time of project initiation, then installed, operating components will not be replaced if a notice of cancellation is released after the delayed acceptance of the install project but before final acceptance for that project.

7.31. Headings and Section References

The section headings in this Contract are inserted only for convenience and are not to be construed as part of this Contract or as a limitation of the scope of the particular section to which the heading refers. This Contract will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

7.32. Materials, Tools and Equipment

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Metro will safeguard all such property while it is in Metro's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Metro for Motorola's use without charge and may be removed from Metro's premises by Motorola at any time without restriction.

7.33. Survival of Terms

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The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.2 (Compensation); Section 7.4 (Motorola Software); Sub Section 7.4.1 (Non-Motorola Software); Subsection 7.3.7 (Disclaimer of Implied Warranties); Section 7.16 (Indemnification); Section 7.5 (Copyright, Trademark, Service Mark, or Patent Infringement); Section 7.17 (Disputes); Section 7.27 (Limitation of Liability); and Section 7.8 (Metro Property, Motorola's Proprietary Rights and Confidential Information); and all of the other General provisions in Section 7.

7.34. Severability

Should any provision of this contract be declared to be invalid by any court of competent jurisdiction, such provision shall be severed and shall not affect the validity of the remaining provisions of this contract.

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Contract Number 6468641

Notices and Designation of Agent for Service of Process

All notices to METRO shall be mailed or hand delivered to:

PURCHASING AGENT
PROCUREMENT DIVISION
DEPARTMENT OF FINANCE
PO BOX 196300
NASHVILLE, TN 37219-6300
PRG@NASHVILLE.GOV

(THE FOLLOWING MUST BE COMPLETED BY CONTRACTOR. N/A OR "X" IS NOT ACCEPTABLE)

Notices to CONTRACTOR shall be mailed or hand delivered to:

CONTRACTOR: Motorola Solutions Inc

Attention: Randy Johnson

Address: 105 Westpark Dr Suite 200

Telephone: 615-477-6121

Fax: 615-6763201

E-mail: randy.johnson@motorolasolutions.com

CONTRACTOR designates the following as the CONTRACTOR's agent for service of process and will waive any objection to service of process if process is served upon this agent:

(THIS SECTION MUST BE COMPLETED)

Designated Agent: Motorola Solutions

Attention: Randy Johnson

Address: 105 Wespark Dr, Suite 200

E-mail: randy.johnson@motorolasolutions.com

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Contract Number 6468641

Effective Date

This contract shall not be binding upon the parties until it has been fully electronically approved by the supplier, the authorized representatives of the Metropolitan Government, and filed in the office of the Metropolitan Clerk.

THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

APPROVED AS TO PROJECT SCOPE:

Keith Durbin GN

Dept. / Agency / Comm. Head or Board Chair. Dept. Fin.

APPROVED AS TO COMPLIANCE WITH PROCUREMENT CODE:

Michelle A. Hernandez Lane SF

Purchasing Agent Purchasing

APPROVED AS TO AVAILABILITY OF FUNDS:

kevin Crumbo/tlo TE kG

Director of Finance OMB BA

APPROVED AS TO FORM AND LEGALITY:

Macy Amos BC

Metropolitan Attorney Insurance

FILED BY THE METROPOLITAN CLERK:

Elizabeth Waites 4/1/2021 | 1:57 PM CDT

Metropolitan Clerk Date

CONTRACTOR:

Motorola Solutions

Company Name

Scott Adler

Signature of Company's Contracting Officer

Scott Adler

Officer's Name

Vice President

Officer's Title

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Exhibit A - Pricing

DELIVERABLES	***AMOUNT (per Contract Year)***				
	Contract Year 1	***Contract Year 2***	***Contract Year 3***	***Contract Year 4***	***Contract Year 5***
OPTION 2 **Project Shifting** (600) Subs move to Year 2, Bridgestone RF site Year 4, remaining options in Year 2. XT Replacement Subs are split evenly into Years 3, 4, and 5.	$ 6,232,829.62	$ 2,553,324.28	$ 3,485,379.26	$ 4,275,387.61	$ 2,661,466.44
UPGRADE AND MIGRATION TURNKEY SOLUTION - ALL materials, planning, management, installations, and service of any other type, in accordance with the solicitation scope of services and specifications.	$ 2,718,588.87	$ 2,718,588.87	$ 2,718,588.87	$ 2,718,588.87	$ 2,718,588.87
	total per contract year*	total per contract year*	total per contract year*	total per contract year*	total per contract year*
Totals Per Year	***$ 8,951,418.49***	***$ 5,271,913.15***	***$ 6,203,968.13***	***$ 6,993,976.48***	***$ 5,380,055.31***

*** total to be paid in equal quarterly payments in advance of quarterly contract period**

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Exhibit B - ISA Terms and Conditions

SECTION A-1

General Terms and Conditions

1 **Safeguards.** In addition to the controls specified in the exhibits to this Agreement, Contractor agrees to implement administrative, physical, and technical safeguards to protect the availability, confidentiality and integrity of Metropolitan Government of Nashville and Davison County (Metro Government) Information, information technology assets and services. All such safeguards shall be in accordance with industry-wide best security practices and commensurate with the importance of the information being protected, but in no event less protective than those safeguards that Contractor uses to protect its own information or information of similar importance, or is required by applicable federal or state law.

2 **Inventory.** Contractor agrees to maintain at all times during the Term of this Agreement a Product and Service Inventory. Contractor shall upon request of Metro Government, which shall be no more frequently than semi-annually, provide the current Product and Service Inventory to Metro Government within thirty (30) days of the request.

3 **Connection of Systems or Devices to the Metro Government Network.** Contractor shall not place any systems or devices on the Metro Government Network without the prior written permission of the Director of ITS, designee, or the designated Metro Government contact for this Agreement.

4 **Access Removal.** If granted access to Metro Government Network or systems, Contractor and its Agents shall only access those systems, applications or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass security controls. Notwithstanding anything to the contrary in the Purchasing Agreement or other agreement between Metro Government and Contractor, Metro Government at its sole discretion, may refuse granting access right to Metro Government Network or Sensitive Information to any Agent of Contractor, and may at any time remove access rights (whether physical premise access or system access) from Contractor or any Agents, without prior notice or liability to Contractor, if Metro Government reasonably suspects a security violation by Contractor or such Agent or otherwise deems such action appropriate to protect Metro Government Infrastructure, Metro Government Network or Metro Government Information.

5 Subcontracting/Outsourcing.

5.1 **Prior Approval.** Without Metro Government's prior written consent, Contractor may not subcontract with a third party to perform any of its obligations to Metro Government which involves access to Metro Government Information or connection to Metro Government Network. Nor shall Contractor outsource any Contractor infrastructure (physical or virtual) which Stores Sensitive Information without such consent. To obtain Metro Government's consent, Contractor shall contact the Metro Government ITS department. In addition, Metro Government may withdraw any prior consent if Metro Government reasonably suspect a violation by the subcontractor or outsource provider of this Agreement, or otherwise deems such withdraw necessary or appropriate to protect Metro Government Network, Metro Government Infrastructure or Metro Government Information.

5.2 **Subcontractor Confidentiality.** Contractor Agents are bound by the same confidentiality obligations set forth in this Agreement. Contractor or its Agent may not transfer, provide access to or otherwise make available Metro Government Information to any individual or entity outside of the United States (even within its own organization) without the prior written consent of Metro Government. To obtain such consent, Contractor shall send Metro Government a notice detailing the type of information to be disclosed, the purpose of the disclosure, the recipient's identification and location, and other information required by Metro Government.

5.3 **Contractor Responsibility.** Prior to subcontracting or outsourcing any Contractor's obligations to Metro Government, Contractor shall enter into a binding agreement with its subcontractor or outsource service provider ("Third Party Agreement") which (a) prohibits such third party to further subcontract any of its obligations, (b) contains provisions no less protective to Metro Government Network, Metro Government Infrastructure and/or Metro Government Information than those in this Agreement, and (c) expressly provides Metro Government the right to audit such subcontractor or outsource service provider to the same extent that Metro Government may audit Contractor under this Agreement.

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Contractor warrants that the Third Party Agreement will be enforceable by Metro Government in the U.S. against the subcontractor or outsource provider (e.g., as an intended third party beneficiary under the Third Party Agreement).

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Without limiting any other rights of Metro Government in this Agreement, Contractor remains fully responsible and liable for the acts or omissions of its Agents. In the event of an unauthorized disclosure or use of Sensitive Information by its Agent, Contractor shall, at its own expense, provide assistance and cooperate fully with Metro Government to mitigate the damages to Metro Government and prevent further use or disclosure.

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SECTION A-2

Definitions

Capitalized terms used in the Agreement shall have the meanings set forth in this Exhibit A-2 or in the *Metropolitan Government Information Security Glossary*, which can be found on the Metropolitan Government of Nashville website . Terms not defined in this Exhibit A-2 or otherwise in the Agreement shall have standard industry meanings.

1. "Affiliates" as applied to any particular entity, means those entities, businesses, and facilities that are controlled by, controlling, or under common control with a stated entity, as well as (with respect to Metro Government) any entity to which Metro Government and/or any of the foregoing provides information processing services.

2. "Agent" means any subcontractor, independent contractor, officer, director, employee, consultant or other representative of Contractor, whether under oral or written agreement, whether an individual or entity.

3. "Agreement" means this Information Security Agreement, including all applicable exhibits, addendums, and attachments.

4. "Information Breach" means any actual or suspected unauthorized disclosure or use of, or access to, Metro Government Information, or actual or suspected loss of Metro Government Information.

5. "Effective Date" means the date first set forth on page 1 of the Agreement.

6. "Metro Government Information" means an instance of an information type belonging to Metro Government. Any communication or representation of knowledge, such as facts, information, or opinions in any medium or form, including textual, numerical, graphic, cartographic, narrative or audiovisual, owned by or entrusted to Metro Government.

7. "Metro Government Infrastructure" means any information technology system, virtual or physical, which is owned, controlled, leased, or rented by Metro Government, either residing on or outside of the Metro Government Network. Metro Government Infrastructure includes infrastructure obtained from an IAAS provider or systems that are provided and located on the Metro Government Network as part of a Service.

8. "Metro Government Network" means any Wide Area Network (WAN) or Local Area Network (LAN) owned, operated, managed or controlled by Metro Government.

9. "Term" means the period during which this Agreement is in effect.

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SECTION AST

Agent Security and Training

1 **Background Check.** Contractor shall perform a background check which includes a criminal record check on all Agents, who may have access to Metro Government Information. Contractor shall not allow any Agents to access Metro Government Information or perform Services under a Purchasing Agreement if Contractor knows or reasonably should know that such Agent has been convicted of any felony or has been terminated from employment by any employer or contractor for theft, identity theft, misappropriation of property, or any other similar illegal acts.

2 **Information Security Officer.** If Agents will access or handle Metro Government Information, Contractor shall designate an Information Security Officer, who will be responsible for Contractor information security and compliance with the terms of this Agreement as it relates to Metro Government Information.

3 **Agent Access Control.** Contractor shall implement and maintain procedures to ensure that any Agent who accesses Metro Government Information has appropriate clearance, authorization, and supervision. These procedures must include:

3.1 Documented authorization and approval for access to applications or information stores which contain Metro Government Information; e.g., email from a supervisor approving individual access (note: approver should not also have technical rights to grant access to Sensitive Information); documented role-based access model; and any equivalent process which retains documentation of access approval.

3.2 Periodic (no less than annually) reviews of Agent user access rights in all applications or information stores which contain Sensitive Information. These reviews must ensure that access for all users is up-to-date, appropriate and approved.

3.3 Termination procedures which ensure that Agent's user accounts are promptly deactivated from applications or information stores which contain Sensitive Information when users are terminated or transferred. These procedures must ensure that accounts are deactivated or deleted no more than 14 business days after voluntary termination, and 24 hours after for cause terminations.

3.4 Procedures which ensure that Agent's user accounts in applications or information stores which contain Sensitive Information are disabled after a defined period of inactivity, no greater than every 180 days.

3.5 Procedures which ensure that all Agents use unique authentication credentials which are associated with the Agent's identity (for tracking and auditing purposes) when accessing systems which contain Sensitive Information.

3.6 Contractor will maintain record of all Agents who have been granted access to Metro Government Sensitive Information. Contractor agrees to maintain such records for the length of the agreement plus 3 years after end of agreement. Upon request, Contractor will supply Metro Government with the names and login IDs of all Agents who had or have access to Metro Government Information.

4 **Agent Training.**

4.1 Contractor shall ensure that any Agent who access applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of the information or information and the security of the application. Completion of this training must be documented and must occur before Agent may access any Sensitive Information. This training must include, at a minimum:

4.1.1 Appropriate identification and handling of Metro Government Information

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4.1.1.1 Awareness of confidentiality requirements contained in this Agreement;

4.1.1.2 Procedures for encrypting Metro Government Information before emailing or transmitting over an Open Network, if the information classification of the information requires these controls;

4.1.1.3 Procedures for information storage on media or mobile devices (and encrypting when necessary).

4.1.2 Education about the procedures for recognizing and reporting potential Information Security Incidents;

4.1.3 Education about password maintenance and security (including instructions not to share passwords);

4.1.4 Education about identifying security events (e.g., phishing, social engineering, suspicious login attempts and failures);

4.1.5 Education about workstation and portable device protection; and

4.1.6 Awareness of sanctions for failing to comply with Contractor security policies and procedures regarding Sensitive Information.

4.1.7 Periodic reminders to Agents about the training topics set forth in this section.

4.2 Contractor shall ensure that any Agent who accesses applications or information stores which contain Metro Government Information are adequately trained on the appropriate use and protection of this information. Completion of this training must be documented and must occur before Agent may access any Metro Government Information. This training must include, at a minimum:

4.2.1 Instructions on how to identify Metro Government Information.

4.2.2 Instructions not to discuss or disclose any Sensitive Information to others, including friends or family.

4.2.3 Instructions not to take media or documents containing Sensitive Information home unless specifically authorized by Metro Government to do so.

4.2.4 Instructions not to publish, disclose, or send Metro Government Information using personal email, or to any Internet sites, or through Internet blogs such as Facebook or Twitter.

4.2.5 Instructions not to store Metro Government Information on any personal media such as cell phones, thumb drives, laptops, personal digital assistants (PDAs), unless specifically authorized by Metro Government to do so as part of the Agent's job.

4.2.6 Instructions on how to properly dispose of Metro Government Information, or media containing Metro Government Information, according to the terms in Exhibit DMH as well as applicable law or regulations.

5 Agent Sanctions. Contractor agrees to develop and enforce a documented sanctions policy for Agents who inappropriately and/or in violation of Contractor's policies and this Agreement, access, use or maintain applications or information stores which contain Sensitive Information. These sanctions must be applied consistently and commensurate to the severity of the violation, regardless of level within management, and including termination from employment or of contract with Contractor.

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SECTION AV

Protection Against Malicious Software

1 **Microsoft Systems on Metro Government Networks.** For Products which will be installed on Microsoft Windows Systems residing on Metro Government Network, Contractor warrants that the Product will operate in conjunction with Metropolitan Government Antivirus Software, and will use real time protection features. CONTRACTOR only uses McAfee Anti-virus that is tested, certified and vetted in our labs prior to publishing to the field.

2 **Non-Microsoft Systems on Metro Government Networks.** For Products installed on non-Microsoft Windows Systems residing on Metro Government Network, Contractor shall allow Metro Government to install Antivirus Software on such Products where technically possible. Upon Metro Government's request, Contractor shall provide the requisite information to implement such Antivirus Software in a manner which will not materially impact the functionality or speed of the Product. MSI only uses McAfee Anti-virus that is tested, certified and vetted in our labs prior to publishing to the field. SUS and RSUS Services cover the application of Anti-virus definitions.

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SECTION CSP

Cloud Service Providers

1 Certifications and Compliance.

1.1. Contractor will, on at least an annual basis, hire a third party auditing firm to perform a Statement on Standards for Attestation Engagements (SSAE) No. 16 audit, or equivalent audit, on internal and external Contractor procedures and systems that access or contain Metro Data. ISO/IEC 27001:2013 certification for the development and support operations relevant to CriticalConnect is expected by end of Q2 2021. CONTRACTOR anticipates completion of a AICPA SOC2 Type 2 report for the development and support operations relevant to CriticalConnect by end of Q2 2021.

1.2. Contractor shall adhere to SOC 1/SSAE 16 audit compliance criteria and data security procedures (or any successor report of a similar nature that is generally accepted in the industry and utilized by Contractor) applicable to Contractor. Upon Metro's request, Contractor will provide Metro with a copy of the audit results set forth in Contractor's SOC 1/SSAE 16 audit report. ISO/IEC 27001:2013 certification for the development and support operations relevant to CriticalConnect is expected by end of Q2 2021. CONTRACTOR anticipates completion of a AICPA SOC2 Type 2 report for the development and support operations relevant to CriticalConnect by end of Q2 2021

1.3. Metro shall have the right to terminate this Agreement (together with any related agreements, including licenses and/or Statement(s) of Work) and receive a full refund for all monies prepaid thereunder in the event that the Contractor fails to produce an acceptable SSAE-16/ SOC-1 Type II report. ISO/IEC 27001:2013 certification for the development and support operations relevant to CriticalConnect is expected by end of Q2 2021. CONTRACTOR anticipates completion of a AICPA SOC2 Type 2 report for the development and support operations relevant to CriticalConnect by end of Q2 2021

1.4. The Contractor will ensure that its environment is compliant with the control standards of FISMA (Federal Information Security Management Act) 44 U.S.C. § 3541, et seq.), NIST standards in FIPS 140-2, FIPS 180, FIPS 198-1, FIPS 199, FIPS 200, FIPS 201 and NIST Special Publications 800-53, 800-59, and 800-60. In addition, the Contractor must provide Metro with any documentation it requires for its reporting requirements within 10 days of a request. An assessment of Critical Connect to NIST 800-53 is available for sharing under NDA. CONTRACTOR can work with the customer to provide responses to other assessment requests within a mutually agreeable time frame and will provide an NDA, if need.

2 Data Security. Metro data, including but not limited to data hosted, stored, or held by the Contractor in the Product(s) or in the platform operated by Contractor, or on any device owned or in the custody of Contractor, its employees, agents or Contractors, will be encrypted. Contractor will not transmit any unencrypted Metro Data over the internet or a wireless network, and will not store any Metro Data on any mobile computing device, such as a laptop computer, USB drive or portable data device, except where there is a business necessity and then only if the mobile computing device is protected by industry-standard encryption software approved by Metro. Customer data remains within the hosting data centers. Audit logs, if required for engineering, is sanitized/anonymized using GDPR scripts. Data at rest encryption in the hosting data centers is a roadmap item for 2021.

3 Use of Subcontractors. The Contractor shall retain operational configuration and control of data repository systems used to process and store Metro data to include any or remote work. In the event that the Contractor has subcontract the operational configuration and control of any Metro data, Contractor is responsible for ensuring that any third parties that provide services to the Contractor meets security requirements that the Contractor has agreed upon in this contract.

4 Location of Data. The Contractor shall maintain all data within the United States, which means the 50 States, the District of Columbia, and outlying areas. The Contractor shall provide Metro with a list of the physical locations that may contain Metro data within 20 days with updates on a quarterly basis.

5 Personnel Access. The Contactor will require all employees who will have access to Metro data, the architecture that supports Metro data, or any physical or logical devices/code to pass an appropriate background investigation.

6 Asset Availability.

6.1. The Contractor must inform Metro of any interruption in the availability of the cloud service as required by the agreed upon service level agreement. Whenever there is an interruption in service, the Contractor must inform Metro of the estimated time that the system or data will be unavailable. The Contractor must provide regular updates to Metro on the

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status of returning the service to an operating state according to any agreed upon SLAs and system availability requirements.

6.2. The Contractor shall be responsible for maintaining and ensuring continued compatibility and interoperability with Metro's systems, infrastructure, and processes for the term of the contract. In the event of an unavoidable compatibility and interoperability issue, the Contractor shall be responsible for providing timely notification to Metro and shall be responsible for working with Metro to identify appropriate remedies and if applicable, work with Metro to facilitate a smooth and seamless transition to an alternative solution and/or provider.

7 Misuse of Metro Data and Metadata.

7.1. The Contractor shall not access, use, or disclose Metro data unless specifically authorized by the terms of this contract or a task order issued hereunder. If authorized by the terms of this contract or a task order issued hereunder, any access to, or use or disclosure of, Metro data shall only be for purposes specified in this contract or task order. Contractor shall ensure that each of its employees and representatives, and any others (e.g., subcontractor employees) performing duties

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hereunder, shall, prior to obtaining access to any Metro data, sign a contract or task order specific nondisclosure agreement.

7.2. The Contractor shall use Metro-related data only to manage the operational environment that supports Metro data and for no other purpose unless otherwise permitted with the prior written approval of the Contracting Officer. A breach of the obligations or restrictions may subject the Contractor to criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and any other appropriate remedies by any party adversely affected by the breach.

7.2. Anonymized statistics across all tenants of the Critical Connect service is used for data analytics, service monitoring and enhancing the solution.

8 Data Breach and Incident Reporting.

8.1. The Contractor will submit reports of cyber incidents through approved reporting mechanisms. The Contractor's existing notification mechanisms that are already in place to communicate between the Contractor and its customers may be used, as long as those mechanisms demonstrate a level of assurance, equivalent to the listed encrypted mechanisms, for the confidentiality and integrity of the information.

8.2. The Contractor will use a template format when reporting initial incidents by secure fax, telephonically, or by other electronic means. Initial reports may be incomplete. Reporting should balance the necessity of timely reporting (reports with critical information) versus complete reports (those with all blocks completed). Timely reporting is vital, and complete information should follow as details emerge.

8.3. In addition to the above, if the incident concerns a breach of PII or a potential breach of PII, the Contractor will reportto the contracting officer's designee within 24 hours of the discovery of any data breach. The Contractor shall provide Metro with all information and cooperation necessary to enable compliance by the Contractor and/or Metro with data breach reporting and mitigation actions required by applicable law, regulation, policy, and this contract.

9 Facility Inspections. The Contractor agrees to have an independent third party or other industry recognized firm, which has been approved by Metro, conduct a security audit based on Metro's criteria as needed, but no more than once a year. The audit results and Contractor's plan for addressing or resolving of the audit results shall be shared with Metro within a mutually agreeable timeframe between CONTRACTOR and Metro Nashville of the Contractor's receipt of the audit results.

10 Law Enforcement.

10.1. The Contractor shall record all physical access to the cloud storage facilities and all logical access to Metro data. This may include the entrant's name, role, purpose, account identification, entry and exit time.

10.2. If Metro data is co-located with the non-Metro data, the Contractor shall isolate Metro data into an environment where it may be reviewed, scanned, or forensically evaluated in a secure space with access limited to authorized Metro personnel identified by the Metro personnel, and without the Contractor's involvement.

11 Maintenance. The Contractor shall be responsible for all patching and vulnerability management (PVM) of software and other systems' components supporting services provided under this agreement to prevent proactively the exploitation of IT vulnerabilities that may exist within the Contractor's operating environment. Such patching and vulnerability management shall meet the requirements and recommendations of NIST SP 800-40, with special emphasis on assuring that the vendor's PVM systems and programs apply standardized configurations with automated continuous monitoring of the same to assessand mitigate risks associated with known and unknown IT vulnerabilities in the Contractor's operating environment. Furthermore, the Contractor shall apply standardized and automated acceptable versioning control systems that use a centralized model to capture, store, and authorize all software development control functions on a shared device that is accessible to all developers authorized to revise software supporting the services provided under this agreement. Such versioning control systems shall be configured and maintained to assure all software products deployed in the Contractor's operating environment and serving Metro are compatible with existing systems and architecture of Metro.

12 Notification. The Contractor shall notify Metro within 60 minutes of any warrants, seizures, or subpoenas it receives that could result in the loss or unauthorized disclosure of any Metro data. The Contractor shall cooperate with Metro to take all measures to protect Metro data from any loss or unauthorized disclosure that might reasonably result from the execution of any such warrant, seizure, subpoena, or similar legal process.

13 Supply Chain. The Contractor is responsible for exercising due diligence to use genuine hardware and software products that are free of malware.

14 Service Level Agreements. The Contractor shall work with Metro to develop a service level agreement, including defining roles, responsibilities, terms, and clear measures for performance by Contractor.

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SECTION DMH

Device and Storage Media Handling

1 Portable Media Controls. Contractor (including its Agents) shall only store Metro Government Information on portable device or media when expressly authorized by Metro Government to do so. When Contractor stores Metro Government Sensitive Information or on portable device or media, Contractor shall employ the following safeguards:

1.1 Access to the device or media shall require a password or authentication;

1.2 The device or media shall be encrypted using Strong Encryption;

1.3 The workstation or portable device or media containing Metro Government Information must be clearly identified or labeled in such a way that it can be distinguished from other media or device which is not used to store Sensitive Information.

1.4 The device or media must be accounted for by a system or process which tracks the movements of all devices or media which contain Metro Government Information**.**

2 Media Disposal.

2.1 Contractor shall only dispose of media containing Metro Government Information when authorized by Metro Government.

2.2 Contractor shall dispose of any media which stores Metro Government Information in accordance with media sanitization guidelines for media destruction as described in NIST document NIST SP800-88: Guidelines for Media Sanitization. The Guidelines are currently available at http://csrc.nist.gov/publications/PubsSPs.html

2.3 Upon Metro Government request, Contractor shall promptly provide written certification that media has been properly destroyed in accordance with this Agreement.

2.4 Contractor may not transport or ship media containing Metro Government Information unless the media is Encrypted using Strong Encryption, or the information on the media has been sanitized through complete information overwrite (at least three passes); or media destruction through shredding, pulverizing, or drilling holes (e.g. breaking the hard drive platters).

3 Media Re-Use.

3.1 Contractor shall not donate, sell, or reallocate any media which stores Metro Government Information to any third party, unless explicitly authorized by Metro Government**.**

3.2 Contractor shall sanitize media which stores Metro Government Information before reuse by Contractor within the Contractor facility.

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SECTION ENC

Encryption and Transmission of Information

1 Contractor shall Encrypt Metro Government Sensitive Information whenever transmitted over the Internet or any untrusted network using Strong Encryption. Encryption of Sensitive Information within the Metro Government Network, or within Contractor's physically secured, private information center network, is optional but recommended.

2 Contractor shall Encrypt Metro Government Authentication Credentials while at rest or during transmission using Strong Encryption.

3 Contractor shall Encrypt, using Strong Encryption, all Sensitive Information that is stored in a location which is accessible from Open Networks.

4 If information files are to be exchanged with Contractor, Contractor shall support exchanging files in at least one of the Strongly Encrypted file formats, e.g., Encrypted ZIP File or PGP/GPG Encrypted File.

5 All other forms of Encryption and secure hashing must be approved by Metro Government.

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SECTION IR

Incident Response

1 **Incident Reporting.** Contractor shall report any Information Security Incident of which it becomes aware, or failure of any technical or procedural controls, which has or had a potential to affect Metro Government Network, Metro Government Infrastructure or Metro Government Information to Metro Government and according to the following timeline and procedure:

1.1 Contractor shall promptly report to Metro Government any successful Information Security Incident (with or without actual harm to system or information) within 24 hours of becoming aware of the incident. At a minimum, such report shall contain: (a) date and time when the Information Security Incident occurred; (b) the date and time when such incident was discovered by Contractor; (b) identification of the systems, programs, networks and/or Metro Government Information affected by such incident; (c) preliminary impact analysis; (d) description and the scope of the incident; and (e) any mitigation steps taken by Contractor However, if Contractor is experiencing or has experienced a Information Breach or a successful Information Security Incident to systems that host or Store Sensitive Information or an Information Security Incident that is causing or has caused material disruption to the functionality or operation of Contractor systems or damage to Contractor hardware, software or information, including a successful attack by Malicious Software, Contractor shall report such security breach or incident to Metro Government both to the ITS Help Desk at (615) 862-HELP and to the Metro Government department within 24 hours from Contractor's reasonable awareness of such security breach or incident.

1.2 Contractor shall document any attempted but unsuccessful Information Security Incident of which it becomes aware and report to Metro Government upon its request. The frequency, content, and format of such report will be mutually agreed upon by the parties.

2 Incident Response.

2.1 Contractor shall have a documented procedure for promptly responding to an Information Security Incidents and Information Breach that complies with applicable law and shall follow such procedure in case of an incident. Contractor shall have clear roles defined and communicated within its organization for effective internal incidence response.

2.2 Contractor shall designate a contact person for Metro Government to contact in the event of an Information Security Incident. This contact person should possess the requisite authority and knowledge to: (i) act as a liaison to communicate between Contractor and Metro Government regarding the incident (including providing information requested by Metro Government); (ii) perform the reporting obligations of Contractor under this exhibit; and (iii) develop a mitigation strategy to remedy or mitigate any damage to Metro Government Network, Metro Government Infrastructure, Metro Government Information or the Product or Service provided to Metro Government that may result from the Information Security Incident.

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SECTION LOG

Audit Logs

1 **Audit Log Information**. The Product or Service will provide user activity Audit Log information. Audit Log entries must be generated for the following general classifications of events: login/logout (success and failure); failed attempts to access system resources (files, directories, information bases, services, etc.); system configuration changes; security profile changes (permission changes, security group membership); changes to user privileges; actions that require administrative authority (running privileged commands, running commands as another user, starting or stopping services, etc.); and remote control sessions (session established, login, logout, end session, etc.). Each Audit Log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (system name, port, etc.).

2 **Audit Log Integrity.** Contractor shall implement and maintain controls to protect the confidentiality, availability and integrity of Audit Logs.

3 **User Access Audit.** Upon Metro Government's request, Contractor shall provide Audit Logs of Metro Government's users of the Product or Service to Metro Government.

4 **Audit Log Feed.** Upon request, Contractor shall implement a regular, but in no event less than daily, automated Audit Log feed via a secured, persistent connection to Metro Government Network so that Metro Government may monitor or archive Audit Log information relating to Metro Government's users on Metro Government systems.

5 Audit Log Availability.

5.1 Contractor shall ensure that Audit Logs for the Product or Service for the past 90 days are readily accessible via the Motorola System Manager on staff. Motorola will not publish log files to an online repository..

5.2 If for technical reasons or due to an Information Security Incident, the online Audit Logs are not accessible by Metro Government or no longer trustworthy for any reason, Contractor shall provide to Metro Government trusted Audit Log information for the past 90 days within 2 business days from Metro Government's request.

5.3 Contractor shall provide or otherwise make available to Metro Government Audit Log information which are 91 days or older within 14 days from Metro Government's request.

5.4 Contractor shall make all archived Audit Logs available to Metro Government no later than thirty (30) days from Metro Government's request and retrievable by Metro Government for at least one (1) year from such request.

5.5 Contractor shall agree to make all Audit Logs available in an agreed upon format.

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SECTION NET

Network Security

1 Network Equipment Installation.

1.1 Contractor shall not install new networking equipment on Metro Government Network without prior written permission by the Metro Government ITS department. Contractor shall not make functional changes to existing network equipment without prior written consent of such from Metro Government ITS department.

1.2 Contractor shall provide the Metro Government ITS department contact with documentation and a diagram of any new networking equipment installations or existing networking equipment changes within 14 days of the new installation or change.

1.3 Contractor shall not implement a wireless network on any Metro Government site without the prior written approval of the Metro Government ITS contact , even if the wireless network does not connect to the Metro Government Network. Metro Government may limit or dictate standards for all wireless networking used within Metro Government facility or site.

2 Network Bridging. Contractor shall ensure that no system implemented or managed by Contractor on the Metro Government Network will bridge or route network traffic.

3 Change Management. Contractor shall maintain records of Contractor installations of, or changes to, any system on the Metro Government Network. The record should include date and time of change or installation (start and end), who made the change, nature of change and any impact that the change had or may have to the Metro Government Network, Metro Government system or Metro Government Information.

4 System / Information Access.

4.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

4.2 Contractor shall only use Metro Government approved methods to configure Metro Government systems or application or grant access to systems.

4.3 Contractor shall use the Principle of Least Privilege when granting access to Metro Government Information, network or systems.

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SECTION PAT

Patch Creation and Certification

1 **Security Patch Required.** Unless otherwise expressly agreed by Metro Government and Contractor, for Products that are no longer under performance warranty, Contractor shall provide no less than standard maintenance and support service for the Products, which service includes providing Security Patches for the Products, for as long as Metro Government is using the Products. End of Life (EOL) equipment (ex. XT Series radios, Quantars, current MNI Microwave radios) are to be excluded from this clause. Motorola will patch all current, up to date equipment as needed.

2 **Timeframe for Release.** For Vulnerabilities contained within the Product that are discovered by Contractor itself or through Responsible Disclosure, Contractor shall promptly create and release a Security Patch. Contractor must release a Security Patch: (i) within 90 days for Critical Vulnerabilities, (ii) within 180 days for Important Vulnerabilities, and (iii) within one (1) year for all other Vulnerabilities after Contractor becomes aware of the Vulnerabilities. For Vulnerabilities contained within the Product that have become publicly known to exist and are exploitable, Contractor will release a Security Patch in a faster timeframe based on the risk created by the Vulnerability, which timeframe should be no longer than thirty (30) days. For the avoidance of doubt, Contractor is not responsible for creation of Security Patches for Vulnerabilities in the Product that is caused solely by the Off-the-Shelf Software installed by Metro Government. CONTRACTOR releases a weekly anti-virus, monthly Windows patch, and quarterly patches for all other products (RHEL, ESXi, etc.). These patches are provided/installed under the System Upgrade Service (SUS) and Remote System Upgrade Service (RSUS) provided to Metro Nashville.

3 **Timeframe for Compatibility Certification.** Contractor shall promptly Certify General Compatibility of a Security Patch for third party software which the Product is dependent upon when such patch is released. For a Security Patch for Microsoft Windows Operating Systems, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days, and shall Certify General Compatibility of an Important Security Patch within thirty (30) days, from the release of the patch. For Security Patches for Off-the-Shelf Software (OTS), Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and Certify General Compatibility of an Important Security Patch within thirty (30) days from its release. For Security Patch for all other third party software or system, Contractor shall Certify General Compatibility of a Critical Security Patch within five (5) days and an Important Security Patch within thirty (30) days from its release. . Contractor shall publish whether the Security Patches are generally compatible with each related Product. CONTRACTOR releases a weekly anti-virus, monthly Windows patch, and quarterly patches for all other products (RHEL, ESXi, etc.). Security patches are installed/applied under the System Upgrade Service (SUS) and Remote System Upgrade Service (RSUS) provided to Metro Nashville.

4 **Notice of Un-patchable Vulnerability.** If Contractor cannot create a Security Patch for a Vulnerability, or Certify General Compatibility of a Security Patch for OTS software, within the timeframe specified herein, Contractor shall notify Metro Government of the un-patchable Vulnerability in writing. Such notice shall include sufficient technical information for Metro Government to evaluate the need for and the extent of immediate action to be taken to minimize the potential effect of the Vulnerability until a Security Patch or any other proposed fix or mitigation is received. CONTRACTOR patches the Metro Nashville's system according to Metro's schedule and provides release notes for SUS/RSUS upgrades. CONTRACTOR performs Windows updates on a monthly basis and the P25 Radio System on a quarterly basis. All patches are tested, validated, and certified in our lab environment before publishing to the field. This ensures compatibility and zero down time.

5 **Vulnerability Report.** Contractor shall maintain a Vulnerability Report for all Products and Services and shall make such report available to Metro Government upon request, provided that Metro Government shall use no less than reasonable care to protect such report from unauthorized disclosure. The Vulnerability Report should (a) identify and track all known Vulnerabilities in the Products or Services on a continuing and regular basis, (b) document all Vulnerabilities that are addressed in any change made to the Product or Service, including without limitation Security Patches, upgrades, service packs, updates, new versions, and new releases of the Product or Service, (c) reference the specific Vulnerability and the corresponding change made to the Product or Service to remedy the risk, (d) specify the critical level of the Vulnerability and the applicable Security Patch, and (e) other technical information sufficient for Metro Government to evaluate the need for and the extent of its own precautionary or protective action. Contractor shall not hide or provide un-documented Security Patches in any type of change to their Product or Service.

5 CONTRACTOR patches the Metro Nashville's system according to Metro's schedule and provides release notes for SUS/RSUS upgrades. CONTRACTOR performs Windows updates on a monthly basis and the P25 Radio System on a quarterly basis. All patches are tested, validated, and ceritfied in our lab environment before publishing to the field. This ensures compatibility and zero down time.

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SECTION PES

Physical and Environmental Security

Contractor shall implement security measures at any Contractor facilities where Sensitive Information is stored. Such security measures must include, at a minimum:

1 **Contingency Operations.** A documented Disaster Recovery Plan for accessing the facility and the Sensitive Information, and restoring Sensitive Information if needed, in the case of an emergency or crisis.

2 **Environmental Safeguards**. Reasonable environmental safeguards to protect systems storing Sensitive Information from smoke, heat, water, fire, humidity, or power surge damage.

3 **Access Control.** Appropriate controls which ensure that only authorized personnel are allowed physical access to the facility. Examples of appropriate controls include, but are not limited to: signage; personnel badges and controlled badge access; visitor sign in, escort, and sign out; security guards; and video surveillance for information centers which store Sensitive Information.

4 **Maintenance Records.** Contractor shall conduct regular maintenance on systems which contain Sensitive Information and to facility's physical and environmental controls (e.g., temperature, physical access). Contractor shall maintain documentation of any repairs or maintenance performed on the systems or facility and shall provide Metro Government a copy of such records upon its reasonable request.

5 **Physical Safeguards.** Contractor shall use best efforts to prevent theft or damage to Contractor systems or storage media containing Sensitive Information. Such efforts shall include, but are not limited to:

5.1 Protecting systems or devices that contain un-encrypted Sensitive Information with physical barriers such as locked cabinet, floor to ceiling room, or secured cage.

5.2 Not storing Un-encrypted Sensitive Information in "multi-party" shared physical environments with other entities.

5.3 Not transporting or shipping un-encrypted media which stores Sensitive Information unless the information is sanitized through full media overwrite (at least one complete pass), or media destruction through shredding, pulverizing, or drive-punching (e.g., breaking the hard drive platters).

5.4 In the event Products generate, store, transmit or process Sensitive Information and the Product does not support encryption, Contractor shall be solely responsible for the provision of physical security measures for the applicable Products (e.g., cable locks on laptops).

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SECTION REM

Remote Access to Metro Government Network/System

1 B2B VPN or Private Circuit Requirements.

1.1 For Contractor's Business to Business ("B2B") or private circuit network connections which terminate on the outside of the Metro Government Network, Contractor must protect such connections by an International Computer Security Association Labs certified firewall.

1.2 Government may deny any traffic type due to risk and require Contractor to use a more secured protocol. Microsoft protocols such as those used in Window File Shares are considered risky and will not be allowed.

1.3 B2B Virtual Private Network ("VPN") connections to the Metro Government Network will only terminate on Metro Government managed network infrastructure.

1.4 Contractor shall authenticate the VPN to the Metro Government Network using at least a sixteen (16) character pre-shared key that is unique to the Metro Government.

1.5 Contractor shall secure the VPN connection using Strong Encryption.

1.6 Contractor shall connect to the Metro Government Network using a device capable of Site-to-Site IPSec support.

1.7 Contractor shall connect to the Metro Government Network using a device capable of performing policy-based Network Address Translation (NAT).

1.8 Contractor shall connect to the Metro Government Network through the Metro Government VPN concentrator.

1.9 Contractor shall not implement any form of private circuit access to the Metro Government network without prior written approval from the Metro Government ITS Department.

1.10 Metro Government reserves the right to install filtering or firewall devices between Contractor system and the Metro Government Network.

2 Requirements for Dial-In Modems.

2.1 If Contractor is using an analog line, the analog line shall remain disconnected from the modem when not in use, unless Metro Government has expressly authorized permanent connection.

2.2 Contractor shall provide the name of the individual(s) connecting to Metro Government Network and the purpose of the connection when requesting connectivity.

3 System / Information Access. Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

4 Remote Access Account Usage.

4.1 Upon request, Contractor shall provide Metro Government with a list of active Agent user accounts and access levels and other information sufficient for Metro Government to deactivate or disable system access if it deems appropriate.

4.2 Contractor may not share Metro Government-issued ID's, or any user accounts which grant access to Metro Government Network or Metro Government systems.

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4.3 Contractor Agent shall use unique accounts assigned to the Agent to perform work. Service accounts (or accounts that are configured and used by systems to gain access to information or other systems) may not be used by Contractor Agents to access any system.

5 Metro Government Network Access Requirements.

5.1 Contractor shall only use Contractor systems which are compatible with Metro Government Remote Access technology to access Metro Government Network. If Contractor does not have a system that is compatible, it is Contractor's responsibility to obtain a compatible system.

5.2 Contractor shall implement security controls to protect Metro Government Network from risk when its systems or Agents connect to the Metro Government Network. Such controls include, but are not limited to:

5.2.1 Installing and maintaining ICSA Labs certified Anti-virus Software on Contractor system and, to the extent possible, use real time protection features. Contractor shall maintain the Anti-virus Software in accordance with the Anti-virus Software Contractor's recommended practices.

5.2.2 Contractor may not access the Metro Government Network with systems that may allow bridging of the Metro Government Network to a non-Metro Government network.

5.2.3 Contractor shall only access the Metro Government Network with systems that have the most current Security Patches installed.

6 Use of Remote Support Tools on Metro Government Network.

6.1 Contractor shall connect to the Metro Government Network using only Metro Government provided or approved Remote Access Software.

6.2 Contractor shall not install or implement any form of permanent Remote Access (e.g., GotoMyPC) on the Metro Government Network or Metro Government systems.

7 Remote Control Software

7.1 Contractor may not install any form of Remote Control Software on systems that are maintained or administered by Metro Government without Metro Government's consent. Contractor is only allowed to install Remote Control Software on Contractor Managed Systems.

7.2 Remote Control Software must secure all network traffic using Strong Encryption.

7.3 Contractor shall ensure that Remote Control Software contained within the Product supports the logging of session establishment, termination, and failed login attempts. Each log entry must include the following information about the logged event: date and time of event; type of event; event description; user associated with event; and network identifiers (IP address, MAC Address, etc.) or logical identifiers (System name, port, etc.). For Contractor Maintained Systems, Contractor shall ensure that such systems are configured to do the above.

7.4 Remote Control Software shall not provide escalation of user account privileges.

7.5 Contractor shall only access the Metro Government Network via Metro Government approved remote access methods. Contractor shall not supply Products, nor make configuration changes that introduce non-approved forms of Remote Access into the Metro Government Network.

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SECTION SOFT

Software / System Capability

1 Supported Product.

1.1 Unless otherwise expressly agreed by Metro Government in writing, Contractor shall provide Metro Government only supported versions of the Product, which will not become “end of life” for at least 24 months. When the Product or Service requires third party components, Contractor must provide a Product that is compatible with currently supported third party components. Unless otherwise expressly agreed by Metro Government, Contractor represents that all third party components in its Product are currently supported, are not considered "end of life" by the third party provider of such components, and will not become "end of life" in less than 24 months from the date of acquisition by Metro Government.

1.1 All proposed equipment for RFQ-19107 complies. Section PAT Clause 1 mentioned equipment is EOL and will not be supported.

1.2 If Open Source Software is incorporated into the Product, Contractor shall only use widely supported and active Open Source Software in the Product, and shall disclose such software to Metro Government prior to its acquisition of the Product.

1.3 Information transfers within applications and involving services should be done using web services, APIs, etc. as opposed to flat file information transport. RF Site log file retrieval and configuration export do use file transfer, but these are orchestrated by our applications and APIs that use structured data formats.

2 Software Capabilities Requirements.

2.1 Contractor shall disclose to Metro Government all default accounts included in their Product or provide a means for Metro Government to determine all accounts included in the Product.

2.2 Contractor shall not include fixed account passwords in the Product that cannot be changed by Metro Government. Contractor shall allow for any account to be renamed or disabled by Metro Government. RF Site account passwords can be changed, however some local device access and machine-to-machine automation account names cannot be changed. Some accounts cannot be disabled due to overriding operational requirements (for example, emergency management of an RF Site during a network outage).

2.3 Contractor's Product shall support a configurable Session Timeout for all users or administrative access to the Product.

2.4 Contractor shall ensure that the Product shall transmit and store Authentication Credentials using Strong Encryption.

2.5 Contractor Products shall mask or hide the password entered during Interactive User Login.

2.6 Contractor shall ensure that Products provided can be configured to require a Strong Password for user authentication.

2.7 Contractor’s Product shall allow user accounts to be disabled after a configurable amount of failed login attempts over a configurable amount of time.

2.8 Contractor’s Product shall have the capability to require users to change an initial or temporary password on first login. Contractor will comply via documentation procedure that can be provided to Metro Nashville upon request.

2.9 Contractor’s Product shall have the capability to report to Metro Government, on request, all user accounts and their respective access rights within three (3) business days or less of the request.

Backdoor Software. Contractor shall not provide Products with Backdoor Software, including, without limitation, undocumented or secret access functions (e.g., accounts, authorization levels, over-rides or any backdoor). Contractor shall supply all information needed for the Metro Government to manage all access (local or remote) capabilities within the Product including denying of Remote Access

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entirely from any party including Contractor. Contractor shall not include any feature within the Product that would allow anyone to circumvent configured authorization remotely. Exclusion/clarification : Products include enhanced debugging and engineering access interfaces and authorization levels which are Motorola Solutions proprietary and are not documented for customer use. These interfaces are not enabled by default, can only be enabled by using customer documented elevated privilege mechanisms to which the customer controls the authentication credentials, are never in use by a product deployed in an operational customer system, may not be enabled without access to the RNI, and cannot be enabled over the Internet by Motorola Solutions without the customer granting network access.

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SECTION VMGT

Contractor Managed System Requirements

1 Vulnerability and Patch Management.

1.1 For all Contractor Managed Systems that store Metro Government Information, Contractor will promptly address Vulnerabilities though Security Patches. Unless otherwise requested by Metro Government, Security Patches shall be applied within fourteen (14) days from its release for Critical Security Patches, thirty (30) days for Important Security Patches, and twelve (12) months for all other applicable Security Patches. Contractor may provide an effective technical mitigation in place of a Security Patch (if no Security Patch is available or if the Security Patch is incompatible) which doesn't materially impact Metro Government's use of the system nor require additional third party products. CONTRACTOR releases a weekly anti-virus, monthly Windows patch, and quarterly patches for all other products (RHEL, ESXi, etc.). These patches are provided/installed under the System Upgrade Service (SUS) and Remote System Upgrade Service (RSUS) provided to Metro Nashville.

1.2 If the application of Security Patches or other technical mitigations could impact the operation of Contractor Managed System, Contractor agrees to install patches only during Metro Government approved scheduled maintenance hours, or another time period agreed by Metro Government.

1.3 Contractor Managed Systems on the Metro Government Network or Metro Government Infrastructure, the Metro Government retains the right to delay patching for whatever reason it deems necessary.

1.4 Metro Government will monitor compliance and check for Vulnerabilities on all Products on the Metro Government Network or Metro Government Infrastructure. Contractor shall provide Metro Government administrative credentials upon request for the purpose of monitoring compliance of a given Product. Metro Government will not knowingly change configurations of the Contractor Managed Systems without prior approval from Contractor.

1.5 Government may monitor compliance of Contractor Managed Systems. Contractor agrees to allow Metro Government to check for Vulnerabilities during agreed upon times using mutually agreed upon audit methods.

1.6 Contractor shall use all reasonable methods to mitigate or remedy a known Vulnerability in the Contractor Managed System according to the level of criticality and shall cooperate fully with Metro Government in its effort to mitigate or remedy the same. Upon Metro Government's request, Contractor shall implement any reasonable measure recommended by Metro Government in connection with Contractor's mitigation effort.

2 System Hardening.

2.1 Contractor Managed Systems, Contractor shall ensure that either: (i) file shares are configured with access rights which prevent unauthorized access or (ii) Contractor shall remove or disable file shares that cannot be configured with access controls set forth in (i) hereof. Access rights to file shares that remain under (i) must use the Principle of Least Privilege for granting access. Compliance to this provision is limited to RNI only.

2.2 In the event that Contractor is providing Products or systems that are to be directly accessible from the Internet, Contractor shall disable or allow disabling by Metro Government of all active or executed software components of the Product or system that are not required for proper functionality of the Product or system. LMR certified Internet Access is limited via internetworking firewall only for CONTRACTOR Certificated Features (ViQi etc.) allowing internet access (mostly outbound traffic). No inbound internet access is required or supported with the exception of SAA remote access dynamic VPN (only with customer approval of remote service access to system). This service can be disabled at any time upon customer request.

2.3 Contractor shall ensure that Contractor Managed Systems are synchronized with reliable time sources and have the proper time zone set or no time offset (e.g., GMT or UTC). In the case of systems residing on the Metro Government Network, Contractor shall ensure that all such systems are synchronized with an Metro Government corporate timeserver in their respective Regional Information Centers (RDC).

2.4 For Contractor Managed Systems, Contractor shall remove or disable any default or guest user accounts. Default accounts

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that cannot be removed or disabled must have their default password changed to a Strong Password that is unique to the respective site and Metro Government. Default Password is NOT changed by CCSI and shipped same password for all Customers. Customers can change themselves following the GCD Product manuals on a per box / per app basis manually.

For Contractor Managed Systems, Contractor shall ensure that the system is configured to disable user accounts after a certain number of failed login attempts have occurred in a period of time less than thirty (30) minutes of the last login attempt or that system monitoring and notification is configured to alert system administrators to successive failed login attempts for the same user account. Compliance to this provision is limited to RNI only. SOC Security monitoring services covers system monitoring and notification is configured to alert system administrators.

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3 Authentication.

3.1 Contractor shall assign a unique user ID to any Agent or end user who accesses Sensitive Information on Contractor Managed Systems. This unique ID shall be configured so that it enables tracking of each user's activity within the system.

3.2 Contractor agrees to require authentication for access to Sensitive Information on Contractor Managed System.

3.3 Contractor agrees to configure the system to support Strong Authentication for accessing Sensitive Information from any Open Network (e.g., Internet, open wireless). For avoidance of doubt, Metro Government Network is considered a trusted network. Compliance with existing SSA Remote VPN Fortitoken solution used by Contractor.

3.4 Contractor shall configure the system to expire passwords at least every one-hundred and eighty (180) days and require a password change on the next successful login. For system that cannot support Strong Passwords, Contractor shall configure the system to expire passwords every ninety (90) days. Compliance limited to RNI Domain Accounts.

4 Automatic Log off. Contractor shall configure systems which store Sensitive Information to automatically logoff user sessions at the most after 20 minutes of inactivity.

5 User Accountability. Contractor shall report to Metro Government, on request, all user accounts and their respective access rights within the system within five (5) business days or less of the request.

6 Information Segregation, Information Protection and Authorization. Contractor shall implement processes and/or controls to prevent the accidental disclosure of Metro Government Sensitive Information to other Contractor Metro Governments, including an Affiliates of Metro Government.

7 Account Termination. Contractor shall disable user accounts of Agents or Metro Government end users for the system within five (5) business days of becoming aware of the termination of such individual. In the cases of cause for termination, Contractor will disable such user accounts as soon as administratively possible. CONTRACTOR uses Shared Accounts, where upon any user termination, all shared accounts and passwords have to be changed system wide.

8 System / Information Access.

8.1 Contractor and its Agents shall only access system, application or information which they are expressly authorized by Metro Government to access, even if the technical controls in the system or application do not prevent Contractor or its Agent from accessing those information or functions outside of Metro Government's authorization. Contractor shall impose reasonable sanctions against any Agent who attempts to bypass Metro Government security controls.

8.2 Contractor agrees to use the Principle of Least Privilege when granting access to Contractor Managed Systems or Metro Government Information.

9 System Maintenance.

9.1 Contractor shall maintain system(s) that generate, store, transmit or process Metro Government Sensitive Information according to manufacturer recommendations. Contractor shall ensure that only those personnel certified to repair such systems are allowed to provide maintenance services.

9.2 Contractor shall keep records of all preventative and corrective maintenance on systems that generate, store, transmit or process Metro Government Sensitive Information. Such records shall include the specific maintenance performed, date of maintenance, systems that the maintenance was performed on including identifiers (e.g., DNS name, IP address) and results of the maintenance. Upon request by Metro Government, Contractor shall supply such record within thirty (30) days.

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Exhibit C

CONTRACTORS SOFTWARE LICENSE AGREEMENT

This Exhibit A Software License Agreement ("Agreement") is between Motorola Solutions, Inc. (f/k/a “Motorola, Inc.” or “Motorola") and Metropolitan Government of Nashville and Davidson County, TN (“Licensee” or “Metro”). For good and valuable consideration, the Parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open Source Software License” means the terms or conditions under which the Open Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this exhibit is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the Software and Documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms

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and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4. When using Motorola's Radio Service Software ("RSS"), Licensee must purchase a separate license for each location at which Licensee uses RSS. Licensee's use of RSS at a licensed location does not entitle Licensee to use or access RSS remotely. Licensee may make one copy of RSS for each licensed location. Licensee shall provide Motorola with a list of all locations at which Licensee uses or intends to use RSS upon Motorola's request.

4.5. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

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Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. The commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

6.5 Notwithstanding anything in this section to the contrary, any provision or provisions of this section will not apply to the extent they are (it is) finally determined by a court of competent jurisdiction, including appellate review if pursued, to violate the laws or Constitution of the State of Tennessee.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated

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Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than RSS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 UNITED STATES GOVERNMENT LICENSING PROVISIONS

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under Motorola's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

Section 10 CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

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Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. ASSIGNMENTS AND SUBCONTRACTING. Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. GOVERNING LAW. This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State of Tennessee. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a Party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. SURVIVAL. Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. ADDRESSED IN THE PRIMARY AGREEMENT.

13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

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CONTRACTORS

MAINTENANCE, SUPPORT AND SUA ADDENDUM

This Addendum to the Communications System and Services Agreement or other previously executed Agreement currently in force, as applicable ("Primary Agreement") provides additional or different terms and conditions to govern the sale of Maintenance, Support and SUA II services. The terms in this Addendum are integral to and incorporated into the Primary Agreement signed by the Parties.

1. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

"SUA" or "SUA II" means Motorola's Software Upgrade Agreement program for Motorola's P25 radio system.

2. SCOPE

Motorola will provide Maintenance and Support Services and/or SUA Services as further described in the applicable Statement of Work, or attachment to Motorola's proposal for additional services.

3. TERMS AND CONDITIONS

The terms of the Primary Agreement combined with the terms of this Addendum will govern the products and services offered pursuant to this Addendum. To the extent there is a conflict between the terms and conditions of the Primary Agreement and the terms and conditions of this Addendum, this Addendum takes precedence.

3.1 MAINTENANCE AND SUPPORT SERVICES

3.1.1 PURCHASE ORDER ACCEPTANCE. Purchase orders for additional, continued, or expanded maintenance and software support, during the Warranty Period or after the Warranty Period, become binding only when accepted in writing by Motorola.

3.1.2 START DATE. The "Start Date" for Maintenance and Support Services will be indicated in the proposal or a cover page entitled "Service Agreement".

3.1.3 AUTO RENEWAL. Unless the cover page or SOW specifically states a termination date or one Party notifies the other in writing of its intention to discontinue the Services, this Agreement will renew for an additional one (1) year term on every anniversary of the Start Date. At the anniversary date, Motorola may adjust the price of the Services to reflect the renewal rate.

3.1.4 TERMINATION. Written notice of intent to terminate must be provided thirty (30) days or more prior to the anniversary date. If Motorola provides Services after the termination or expiration of this Addendum, the terms and conditions in effect at the time of termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

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3.1.5 EQUIPMENT DEFINITION. For maintenance and support services, Equipment will be defined to mean the hardware specified in the applicable SOW or attachments to the maintenance and support proposal.

3.1.6 ADDITIONAL HARDWARE. If Customer purchases additional hardware from Motorola that becomes part of the System, the additional hardware may be added to this Addendum and will be billed at the applicable rates after the warranty period for that additional equipment expires. Such hardware will be included in the definition of Equipment.

3.1.7 MAINTENANCE. Equipment will be maintained at levels set forth in the manufacturer's product manuals and routine procedures that are prescribed by Motorola will be followed. Motorola parts or parts of equal quality will be used for Equipment maintenance.

3.1.8 EQUIPMENT CONDITION. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Addendum. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay maintenance and support fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically maintained for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to maintain that Equipment.

3.1.9 EQUIPMENT FAILURE. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Addendum and applicable SOW.

3.1.10 INTRINSICALLY SAFE. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

3.1.11 EXCLUDED SERVICES.

a) Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

b) Unless specifically included in this Addendum, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

3.1.12 TIME AND PLACE. Service will be provided at the location specified in this Addendum and/or the SOW. When Motorola performs maintenance, support, or installation at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the

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Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Addendum or applicable SOW, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Addendum or applicable SOW, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

3.1.13 CUSTOMER CONTACT. Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

3.2 SUA SERVICES

3.2.1 The Software License Agreement included as Exhibit C to the Primary Agreement applies to any Motorola Software provided as part of the SUA transactions.

3.2.2 The term of this Addendum is 5 (five) years, commencing on January 1, 2021. The SUA Price for the 5 (five) years of services is $ 13,592,944.35, excluding applicable sales or use taxes but including discounts as more fully set forth in the pricing pages. Because the SUA is a subscription service as more fully described in the applicable SUA Statement of Work, payment from Customer is due in advance and will not be in accordance with any Payment Milestone Schedule.

3.2.3 The System upgrade will be scheduled during the subscription period and will be performed when Motorola's system upgrade operation resources are available. Because there might be a significant time frame between when this Addendum is executed and when a System upgrade transaction is performed, Motorola may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software.

3.2.4 Acceptance of a SUA transaction occurs when the Equipment (if any) and Software are delivered and the SUA services are fully performed; there is no Acceptance Testing with a SUA transaction.

3.2.5 The Warranty Period for any Equipment or Motorola Software provided under a SUA transaction will commence upon shipment and not on System Acceptance or Beneficial Use, and is for a period of ninety (90) days rather than one (1) year. The ninety (90) day warranty for SUA services is set forth in the SUA Statement of Work.

3.2.6 In addition to the description of the SUA services and exclusions provided in the SUA Statement of Work, the following apply:

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a) Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment.

b) SUA services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

c) Unless specifically included in this Addendum or the SUA Statement of Work, SUA services exclude items that are consumed in the normal operation of the Equipment; accessories; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

d) Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available during the performance of the SUA services.

3.2.7 The SUA annualized price is based on the fulfillment of the two year cycle. If Customer terminates this service during a two year cycle, except for Motorola's default, then Customer will be required to pay for the balance of payments owed for the two year cycle if a major system release has been implemented before the point of termination.

3.2.8 If Customer terminates this service and contractual commitment before the end of the _5_ year term, for any reason other than Motorola's default, then the Customer will pay to Motorola a termination fee equal to the discount applied to the last three years of service payments related to the 5 (five) year commitment.

4. PAYMENT

4.1 Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and the Customer must pay each invoice in U.S. dollars within thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

5. ENTIRE AGREEMENT. This Addendum, any related attachments, and the Primary Agreement, constitutes the entire agreement of the Parties regarding the subject matter of this Addendum and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Addendum may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted

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terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Addendum, even if a representative of each Party signs that document.

END

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
03/24/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Mutual Fire Ins Co	23035
INSURER B:	Liberty Insurance Corporation	42404
INSURER C:	Lloyd's Syndicate No. 4711	AA1120090
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Motorola Solutions, Inc.
Attn Eric Marsh
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570086502487 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS,

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY / PRO-JECT / LOC OTHER:	Y		TB2641005169070	07/01/2020	07/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $250,000 $10,000 $1,000,000 $3,000,000 $2,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	Y		AS2-641-005169-010	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB / OCCUR **EXCESS LIAB** / CLAIMS-MADE DED / RETENTION						EACH OCCURRENCE AGGREGATE	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER **(Mandatory in NH)** Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y Y	WA764D005169080 All Other States WC7641005169090 WI	07/01/2020 07/01/2020	07/01/2021 07/01/2021	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
C	E&O-MPL-Primary			FSCEO2000661	07/01/2020	07/01/2021	Each Claim Policy Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Contract # 6468641. Metropolitan Government of Nashville and Davidson County, its officials, officers, employees and volunteers related to this project are included as Additional Insured with respect to the General Liability and Automobile Liability policies if required by written and executed contract. General Liability and Automobile Liability policies are Primary and Non-Contributory if required by written and executed contract. A Waiver of Subrogation is provided under the Workers' Compensation policy.

CERTIFICATE HOLDER

Purchasing Agent
Metropolitan Government of
Nashville and Davidson County
Metro Courthouse
Nashville TN 37201 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier : AJ

Certificate No : 570086502487

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Ferguson, Scott (Finance)

From: Alex Sherman <alexander.sherman@motorolasolutions.com>
Sent: Monday, March 22, 2021 4:32 PM
To: Ferguson, Scott (Finance)
Subject: Re: Revised Insurance
Attachments: Motorola Solutions, Inc - EOC $1M E-O (1).pdf; Motorola Solutions, Inc._Purchasing Agent_ 21021720300881 (2).pdf

Attention: This email originated from a source external to Metro Government. Please exercise caution when opening any attachments or links from external sources.

Hi Scott,

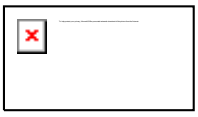
I've attached our Evidence of Coverage for Cyber Security insurance - the COI you currently have includes Professional Liability and the Cyber Insurance is covered in the E&O coverage on the last coverage box for Policy Number FSCEO2000661.

Type of Insurance: E&O-MPL-Primary
Policy Number: FSCEO2000661
Amount: $1,000,000
Description: The E&O-MPL-Primary policy includes Professional Liability, Errors and Omissions, Cyber Liability, Information Security, Data Breach and Privacy Coverage.

Please let me know if you have any questions.

Thanks!

Alex Sherman
Senior Account Manager, T4W
Motorola Solutions, Inc.
USA: (615)504-8533
AUS: 0414 452 952



On Mon, Mar 22, 2021 at 3:16 PM Alex Sherman <alexander.sherman@motorolasolutions.com> wrote:

> Hi Scott,
>
> I will forward this to the insurance department and get back to ASAP.
>
> Thanks!
>
> Alex
>
> On Mon, Mar 22, 2021 at 15:13 Ferguson, Scott (Finance) <Scott.Ferguson@nashville.gov> wrote:

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/09/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Chicago IL Office
200 East Randolph
Chicago IL 60601 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122 **FAX (A/C. No.):** (800) 363-0105
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyd's Syndicate No. 4711	AA1120090
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Motorola Solutions, Inc.
Attn Eric Marsh
500 West Monroe
Chicago IL 60661 USA

COVERAGES **CERTIFICATE NUMBER:** 570084899869 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	
							MED EXP (Any one person)	
							PERSONAL & ADV INJURY	
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	
	☐ OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	
	☐ ANY AUTO						BODILY INJURY (Per person)	
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	
	☐ DED ☐ RETENTION							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A						E.L. EACH ACCIDENT	
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
A	E&O-MPL-Primary			FSCEO2000661	07/01/2020	07/01/2021	Each Claim	$1,000,000
							Policy Aggregate	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The E&O-MPL-Primary policy includes Professional Liability, Errors and Omissions, Cyber Liability, Information Security, Data Breach and Privacy Coverage.

CERTIFICATE HOLDER

Motorola Solutions, Inc.
500 West Monroe
Chicago IL 60661 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570084899869

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POLICY NUMBER: TB2-641-005169-070

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
All Entities as required in writing prior to the date of loss	All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

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POLICY NUMBER: AS2-641-005169-010

COMMERCIAL AUTO
CA 20 48 10 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):
Any person or organization whom you have agreed in writing to add as an additional insured, but only to coverage and minimum limits of insurance required by the written agreement, and in no event to exceed either the scope of coverage or the limits of insurance provided in this policy.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II -** Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I -** Covered Autos Coverages of the Auto Dealers Coverage Form.

© Insurance Services Office, Inc., 2011

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JOHN COOPER, MAYOR

DEPARTMENT OF FINANCE

METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

February 4, 2020

Alex Sherman
Motorola, Inc.
341 Cool Springs Blvd., Suite 300
Franklin, TN 37067

Re: ***RFQ# 19107,* 800MHz P25 Trunked Simulcast Radio System Software Upgrade, Migration and Maintenance**

Dear Mr. Sherman:

The Metropolitan Government of Nashville and Davidson County (Metro) has completed the evaluation of submitted solicitation offer(s) to the above RFQ# 19107, 800MHz P25 Trunked Simulcast Radio System Software Upgrade, Migration and Maintenance. This letter hereby notifies you of Metro's intent to award to **Motorola, Inc.**, contingent upon successful contract negotiations. Please provide a certificate of Insurance indicating all applicable coverages within 15 business days of the receipt of this letter.

If the Equal Business Opportunity (EBO) Program requirements were a part of this solicitation, the awardee must forward a signed copy of the "Letter of Intent to Perform as Subcontractor/Subconsultant/Supplier/Joint Venture" for any minority/women-owned business enterprises included in the response to the Business Assistance Office within two business days from this notification.

Additionally, the awardee will be required to submit evidence of participation of and contractor's payment to all Small, Minority, and Women Owned Businesses participation in any resultant contract. This evidence shall be submitted monthly and include copies of subcontracts or purchase orders, the Prime Contractor's Application for Payment, or invoices, and cancelled checks or other supporting payment documents. Should you have any questions concerning this requirement, please contact **Jerval Watson**, BAO Representative, at **615-862-5461** or at **jerval.watson@nashville.gov**.

Depending on the file sizes, the responses to the procurement solicitation and supporting award documentation can be made available either by email, CD for pickup, or in person for inspection. If you desire to receive or review the documentation or have any questions, please contact Buyer **Scott Ferguson** by email at **scott.ferguson@nashville.gov** Monday through Friday between 8:30am and 3:30pm.

Thank you for participating in Metro's competitive procurement process.

Sincerely,

Michelle A. Hernandez Lane
Purchasing Agent

Cc: Solicitation File, Other Offerors

Pursuant to M.C.L. 4.36.010 Authority to resolve protested solicitations and awards.

A. Right to Protest. Any actual or prospective bidder, offeror or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the Purchasing Agent. The protest shall be submitted in writing within ten (10) days after such aggrieved person knows or should have known of the facts giving rise thereto.

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RFQ# 19107 - 800MHz P25 Trunked Simulcast Radio System Software Upgrade, Migration and Maintenance

Evaluation Criteria (Max Points)	Motorola, Inc.
Contract Acceptance	Yes, with exceptions
Solicitation Acceptance	Yes
Background Checks	Yes
Supported Obsolescence	Yes
Minimum Response Time Requirement	Yes
ISA Questionnaire Completed and Terms Accepted	Yes
Qualifications and Experience (25 Points)	23
Service and Infrastruction Management (40 Points)	36
Cost Criteria (35 Points)	35
Total (100 Points)	**94.00**

Strengths & Weaknesses

Motorola, Inc. (94 Points)

Strengths: Firm provided strong project team with complete resumes. Firm provided a complete migration plan with very specific details. Firm provided a thorough understanding of Metro's current dispatch and communications system capability. Firm provided a detailed and accurate scope of work that meets the requirements of the solicitation. Firm provided a technical proposal for replacement antennas that would provide Metro with the best radio coverage.

Weaknesses: Firm did not provide exact number of years in business. Firm did not provide exact number of years of experience for each of their 3 reference companies. Firm did not provide details regarding how warranty work will be performed.

Solicitation Title & Number			RFP Cost Points	RFP SBE/SDV Points	Total Cost Points
800MHz P25 Trunked Simulcast and Radio System Software Upgrade, Migration and Maintenance; RFQ# 19107			28	7	35
Offeror's Name	**Total Bid Amount**	**SBE/SDV Participation Amount**	**RFP Cost Points**	**RFP SBE/SDV Points**	**Total Cost Points**
Motorola, Inc.	$24,501,606.00	$400,000.00	**28.00**	**7.00**	**35.00**

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

BAO SBE Assessment Sheet

BAO Specialist: Jerval Watson

Contract Specialist: Scott Ferguson

Date: 02/03/2020

Department Name: ITS

RFP/ITB Number: 19107

Project Name: 800 MHx P25 Trunked Simulcast Radio System Software Upgrade, Migration

Primary Contractor*	Prime Bid Amount	Total Offered SBE ($)	SBEs approved?	Total Approved SBE ($)	SBE (%)	Comments
Motorola, Inc.	$24,501,606.00	$400,000.00	YES	$ 400,000.00	0.10%	The SBE participation is achieved via the use of subcontractors: Wireless Plus ($150,000); Puckett Engineering ($250,000); totaling in $400,000.00 in SBE participation

***For ITBs, only apparent low bidder will be listed.**

Docusign Envelope ID: A7886582-F17E-4085-894F-244D6C6E7148

Motorola 2-22 (N0395583xD719A) - SMF-2-26 - Compatibility Mode

Main document changes and comments

Page 1: Formatted **Scott Ferguson** **12/12/2020 3:51:00 PM**

Right: 0.6", Space Before: 4.05 pt

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1

Page 1: Inserted **Scott Ferguson** **12/12/2020 3:51:00 PM**

6468641,0

Page 1: Inserted **Scott Ferguson** **1/7/2021 10:23:00 AM**

341 Cool Springs Blvd, Suite 300, Franklin, TN 37067

Page 1: Deleted **Scott Ferguson** **1/7/2021 10:22:00 AM**

1303 E Algonquin Road, Schaumburg, IL 60010

Page 1: Commented [FS(1] **Scott Ferguson** **12/13/2020 12:56:00 PM**

Is this still correct?

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and affidavit(s)

•

Page 1: Inserted **Scott Ferguson** **12/12/2020 5:46:00 PM**

including exhibits

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Cost Schedule (attached hereto as

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– PricingCost Schedule,

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Cost Schedule

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Exhibit B – ISA Terms and Conditions,

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Contractor's Software License Agreement (attached hereto as Exhibit B),

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Page 1: Inserted	**Scott Ferguson**	**12/12/2020 5:49:00 PM**

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• ***Exhibit C – Contractors Software License Agreement, Exhibit D – Contractors SUA Agreement***

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Page 1: Inserted	**Ferguson, Scott (Finance)**	**3/25/2021 4:13:00 PM**

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Exhibit

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Exhibit DE -

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D

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Page 1: Deleted	**Ferguson, Scott (Finance)**	**3/25/2021 4:12:00 PM**

E - Contractor's Proposal response to solicitation, including revisions, dated

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October 23, 2015

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(attached hereto as Exhibit C)

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Equal Business Opportunity (EBO) Program

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Procurement Nondiscrimination Program

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CONTRACTOR agrees to provide the goods and services as briefly described below and more fully defined in the CONTRACTOR's response to the solicitation.

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CONTRACTOR will provide turnkey solution for the technology upgrade, migration and maintenance of Metro's public safety 800MHz Trunked Simulcast Radio Systems, including microwave backhaul infrastructure, prime and remote site equipment and subscriber units..

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. The provision a turnkey solution for the technology upgrade, migration, and maintenance of Metro's public safety 800 MHz Trunked Simulcast Radio Systems, including microwave backhaul infrastructure, prime and remote site equipment, and subscriber units.

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in the Equipment Lease-Purchase Agreement

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Should this be where Exhibit D – Contractors SUA Agreement is referenced?

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Department of General

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Information Technology

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and Exhibit D.

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are made a part of this contract by reference.
The Contract Price for the Upgrade and Migration Turnkey Solution will be paid via the disbursement of the financing proceeds pursuant to Exhibit D

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the Equipment Lease-Purchase Agreement

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executed between the parties.

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D

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Such termination shall not relieve CONTRACTOR of any liability to METRO for damages sustained by virtue of any breach by CONTRACTOR.

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determine and

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$269,250 dollars
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the unpaid balance of the SUA for the full two year cycle
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Equal Business Opportunity (EBO) Program Requirement

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Procurement Nondiscrimination Program Requirement

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The consideration and contact of minority-owned and/or woman-owned business enterprises is required for a responsive offer to most solicitations. The provision of the Equal Business Opportunity (EBO) Program documents shall be part of each applicable solicitation response and incorporated herein by reference. CONTRACTOR agrees to comply with the Equal Business Opportunity (EBO) Program, if applicable, in the execution of this Contract.

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The consideration and contact of minority-owned and/or woman-owned business enterprises ("MWBE") is required for a responsive offer to any solicitation. The provision of the Procurement Nondiscrimination Program ("PNP") documents shall be part of each individual solicitation response and incorporated herein by reference.

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1.1. Technology Errors and Omissions Liability Insurance:

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In the amount of one million ($1,000,000) dollars.

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1.1. Cyber Liability Insurance:

In the amount of one million ($1,000,000) dollars.

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PRGOCUREMENTCOI@NASHVILLE.GOV

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DEPARTMENT OF LAW
INSURANCE AND RISK MANAGEMENT
METROPOLITAN COURTHOUSE, SUITE 108
PO BOX 196300
NASHVILLE, TN 37219-6300

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Exhibit D-2

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Exhibit D-2 Additional Documentation Section

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In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

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METRO'S CHIEF ACCOUNTANT
DIVISION OF ACCOUNTS
DEPARTMENT OF FINANCE

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PRG@NASHVILLE.GOV (preferred method)
OR
METRO PURCHASING AGENT
DEPARTMENT OF FINANCE
PROCUREMENT DIVISION
730 2ND AVENUE SOUTH
PO BOX 196300
NASHVILLE, TN 37219-6300

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PO BOX 196300
NASHVILLE, TN 37219-6300

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Chuck Jones

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Alex Sherman

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Email: chuck.jonesalex.sherman@motorolasolutions.com

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chuck.jones

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500 West Monroe, 44th Floor

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10th Floor Schaumburg

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Chicago

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1.1. Iran Divestment Act

In accordance with the Iran Divestment Act, Tennessee Code Annotated § 12-12-101 et seq., CONTRACTOR certifies that to the best of its knowledge and belief, neither CONTRACTOR nor any of its subcontractors are on the list created pursuant to Tennessee Code Annotated § 12-12-106. Misrepresentation may result in civil and criminal sanctions, including contract termination, debarment, or suspension from being a contractor or subcontractor under METRO contracts.

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the price of the Equipment, Software, or services

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two times the value of this agreement

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stipulated in Section 3.2.1

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Contract Purchase Agreement 6468641,0

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Footnote changes

Endnote changes

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Metropolitan Government of Nashville and Davidson County

Subcontractor Report (List all proposed subcontractors, subconsultants, or suppliers regardless of their ownership status. SBE/SDV Primes should not enter their participation on this form, rather should enter it in the attributes section of the lines tab of their response.)

Note: **MBE** = Minority-owned business, **WBE** = Woman-owned business, **SBE** = Small business, **SDV** = Service Disabled Veteran-owned business, **DBE** = Federal Disadvantaged businesses

Your Firm's Name: **Motorola Solutions, Inc**
Solicitation Title: **800 MHz P25 Trunked Simulcast Radio System Software Upgrade, Migration**
Solicitation Number: **19107**
Date: **1/2/2020**

Subcontractor (Firm Name)	Address	City	St	Zip	Contact Name	Email	Phone #	MBE	WBE	SBE	SDV	DBE	OTHER	Work to be Performed	Estimated Dollar Value	Estimated % of Total Contract
The Genesis Group	5800 Eagles Nest Blvd	Tyler	TX	75703	Lee Lupton	lee.lupton@genesisworld.com	(903) 787-7422		~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	Radio Analytics	$230,000	1.00%
MCM Technology	3510 Vann Road, Ste 105	Birmingham	AL	35235	Stacie Strawbridge	stacie@mcmtechnology.com	(205) 655-8949	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	Asset Management	$285,000	1.00%
NICE	221 River St, 10th Floor	Hoboken	NJ	7030	Katie Childers	katie.childers@nice.com	(720) 416-7850	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	Audio Recording	$820,000	3.00%
Juniper Networks US, Inc	1133 Innovation Way	Sunnyvale	CA	94089	Micah Fallon	mfallon@junipoer.net	(720) 457-8106	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	Routers	$115,000	1.00%
Microwave Networks, Inc	4000 Greenbrier, Suite 100-A	Stafford	TX	77477	Lee Moreno	leem@microwavenetworks.com	(281) 263-6600	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	Microwave	$1,000,000	4.00%
United Tower Co	PO Box 915	Madison	GA	60168	Danny Tillery	dtillery@unitedtowercompany.com	(706) 342-7761	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	Tower Maintenance	$200,000	1.00%
Locus Diagnostics LLC	1055 S. John Rodes Blvd	West Melbourne	FL	32904	Joe Rey	jrey@locususa.com	(321) 727-3077	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	Wireless Subscriber Monitoring	$175,000	1.00%
Wireless Plus, Inc.	1136 Myatt Blvd	Madison	TN	37115	Mark Walker	mwalker@wirelessplusinc.com	(615) 207-0359	~~No~~	~~No~~		~~No~~	~~No~~	~~No~~	Wireless Communications Equipment	$150,000	1.00%
Nashville Communications	330 Plus Park Blvd	Nashville	TN	37217	Lance Marrow	lance@nashvillecomm.com	(615) 517-1112	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	~~No~~	Wireless Communications Equipment	$150,000	1.00%
Puckett Engineering	533 Myatt Dr	Nashville	TN	37115	Mike Puckett	mikep@puckettengineering.com	(615) 513-6993	~~No~~	~~No~~		~~No~~	~~No~~	~~No~~	Electrical Engineering	$250,000	1.00%
								Select	Select	Select	Select	Select	Select		

Certificate Of Completion

Envelope Id: 7076EC7A9EDA401A82BDFEAA846C8C63
Status: Completed
Subject: URGENT! Metro Contract 6468641 with Motorola Solutions, Inc (ITS)
Source Envelope:
Document Pages: 91
Signatures: 6
Certificate Pages: 17
Initials: 6
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

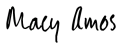
Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.190

Record Tracking

Status: Original
3/25/2021 3:29:24 PM
Holder: Procurement Resource Group
prg@nashville.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Scott Ferguson Scott.Ferguson@nashville.gov Security Level: Email, Account Authentication (None)	SF Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/29/2021 8:42:27 AM Viewed: 3/29/2021 8:44:48 AM Signed: 3/29/2021 8:45:49 AM
Electronic Record and Signature Disclosure: Accepted: 3/29/2021 8:44:48 AM ID: 1ea6a120-abd1-4910-93a1-4ef499cf0447		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	MAL Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/29/2021 8:45:56 AM Viewed: 3/30/2021 8:57:53 AM Signed: 3/30/2021 8:57:56 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Gregg Nicholson Gregg.Nicholson@nashville.gov Gregg Nicholson Security Level: Email, Account Authentication (None)	GN Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/30/2021 8:58:00 AM Viewed: 3/30/2021 10:21:31 AM Signed: 3/30/2021 10:21:46 AM
Electronic Record and Signature Disclosure: Accepted: 3/30/2021 10:21:31 AM ID: e42b338a-1a43-46e4-abb9-56aa40513da5		
Kati Guenther Kati.Guenther@nashville.gov Security Level: Email, Account Authentication (None)	KG Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 3/30/2021 10:21:50 AM Resent: 3/31/2021 4:35:06 PM Viewed: 3/31/2021 5:07:50 PM Signed: 3/31/2021 5:08:19 PM
Electronic Record and Signature Disclosure: Accepted: 3/31/2021 5:07:50 PM ID: 6d33fa27-a328-40fe-9c34-2291e4f97eb3		

Signer Events	Signature	Timestamp
Scott Adler scott.adler@motorolasolutions.com Vice President Motorola Solutions Security Level: Email, Account Authentication (None)	Scott Adler Signature Adoption: Pre-selected Style Using IP Address: 75.103.33.135	Sent: 3/31/2021 5:08:25 PM Viewed: 3/31/2021 9:45:12 PM Signed: 4/1/2021 9:50:49 AM
Electronic Record and Signature Disclosure: Accepted: 12/28/2020 2:30:44 PM ID: b9092d48-4a18-4070-a57c-672458d25867		
Michelle A. Hernandez Lane michelle.lane@nashville.gov Chief Procurement Officer/Purchasing Agent Metro Security Level: Email, Account Authentication (None)	Michelle A. Hernandez Lane Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/1/2021 9:50:54 AM Resent: 4/1/2021 9:57:37 AM Viewed: 4/1/2021 10:00:38 AM Signed: 4/1/2021 10:00:45 AM
Electronic Record and Signature Disclosure: Not Offered via DocuSign		
Keith Durbin keith.durbin@nashville.gov Security Level: Email, Account Authentication (None)	Keith Durbin Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.190	Sent: 4/1/2021 10:00:52 AM Viewed: 4/1/2021 10:26:26 AM Signed: 4/1/2021 10:26:56 AM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 10:26:26 AM ID: 659ab4a8-d268-40f4-a1d7-0318f4ed4885		
Tom Eddlemon Tom.Eddlemon@nashville.gov Security Level: Email, Account Authentication (None)	TE Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/1/2021 10:27:02 AM Viewed: 4/1/2021 11:03:32 AM Signed: 4/1/2021 11:03:55 AM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 11:03:32 AM ID: 82041c83-1960-45ff-be05-dab146471a6c		
Kevin Cumbo/tlo talia.lomaxodneal@nashville.gov Director of Finance Security Level: Email, Account Authentication (None)	Kevin Cumbo/tlo Signature Adoption: Pre-selected Style Using IP Address: 174.49.32.130 Signed using mobile	Sent: 4/1/2021 11:04:01 AM Viewed: 4/1/2021 11:06:17 AM Signed: 4/1/2021 11:06:32 AM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 11:06:17 AM ID: 01f741b3-feec-4f91-b1b6-e471fcc58ef0		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 170.190.198.100	Sent: 4/1/2021 11:06:36 AM Viewed: 4/1/2021 11:13:40 AM Signed: 4/1/2021 11:19:36 AM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 11:13:40 AM ID: 76f46821-2c6e-4abc-a097-f506999ae4c9		

Signer Events	Signature	Timestamp
Balogun Cobb balogun.cobb@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/1/2021 11:19:41 AM Viewed: 4/1/2021 12:08:53 PM Signed: 4/1/2021 12:11:32 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 12:08:53 PM ID: 004b728e-a838-4d63-ac70-d667600f9506		
Macy Amos macy.amos@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/1/2021 12:11:36 PM Viewed: 4/1/2021 1:42:43 PM Signed: 4/1/2021 1:43:49 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 1:42:43 PM ID: ff9d265f-77c8-433a-94ad-e9d6467097c7		
Elizabeth Waites Elizabeth.Waites@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 4/1/2021 1:43:54 PM Viewed: 4/1/2021 1:57:42 PM Signed: 4/1/2021 1:57:50 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 1:57:42 PM ID: c112d4b2-aa44-495c-bf0a-eb63c25d8305		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	VIEWED Using IP Address: 170.190.198.100	Sent: 4/1/2021 11:19:40 AM Viewed: 4/1/2021 11:20:19 AM Completed: 4/1/2021 1:57:57 PM
Electronic Record and Signature Disclosure: Accepted: 4/1/2021 11:20:19 AM ID: 2356c02a-4be3-465d-9179-42362f536800		

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jerval Watson Jerval.Watson@nashville.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 4/1/2021 1:57:55 PM
Electronic Record and Signature Disclosure: Accepted: 3/29/2021 3:12:50 PM ID: 039b0660-1cee-4efb-960b-061064031caf		

Carbon Copy Events	Status	Timestamp
Jody Clinard jody.clinard@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/1/2021 1:57:56 PM Viewed: 4/1/2021 3:41:50 PM
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 4/1/2021 1:57:57 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/29/2021 8:42:27 AM
Certified Delivered	Security Checked	4/1/2021 1:57:42 PM
Signing Complete	Security Checked	4/1/2021 1:57:50 PM
Completed	Security Checked	4/1/2021 1:57:57 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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Parties agreed to: Scott Ferguson, Gregg Nicholson, Kati Guenther, Scott Adler, Keith Durbin, Tom Eddlemon, Kevin Cumbo/tlo, Sally Palmer, Balogun Cobb, Macy A

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Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

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business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

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overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

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Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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and used in accordance with the Specifications will not infringe on any United States patent, copyright or trade secret; (b) the Subscription Service will be performed in accordance with the Specifications in their then-current form at the time of the provision of such Subscription Service; (c) any DocuSign Products that are software shall be free of harmful or illicit code, trapdoors, viruses, or other harmful features; (d) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract not involving any consumer will be sufficient under the Electronic Signatures in Global and National Commerce Act, 15 U.S.C. Â§Â§ 7001 et seq. (the â€œESIGN Actâ€?) to ESIGN Act; (e) the proper use of the Subscription Service by Subscriber in accordance with the Specifications and applicable law in the formation of an eContract involving a consumer will be sufficient under the ESIGN Act to support the validity of such formation, to the extent provided in the ESIGN Act, so long as and provided that Subscriber complies with all special requirements for consumer eContracts, including and subject to those referenced in Section 4.(f) and (g) above; and (f) DocuSign has implemented information security policies and safeguards to preserve the security, integrity, and confidentiality of eContracts and to protect against unauthorized access and anticipated threats or hazards thereto, that meet the objectives of the Interagency Guidelines Establishing Standards for Safeguarding Subscriber Information as set forth in Section 501 (b) of the Gramm-Leach-Bliley Act. 15. DISCLAIMER OF WARRANTIES EXCEPT FOR THE REPRESENTATIONS AND WARRANTIES EXPRESSLY PROVIDED IN SECTION 14 OF THESE TERMS AND CONDITIONS, THE SUBSCRIPTION SERVICE AND THE SITE ARE PROVIDED â€œAS IS,â€? AND DOCUSIGN: (a) MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER; (b) EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, AND TITLE; AND (c) DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE OR SITE ARE OR WILL BE ERROR-FREE, WILL MEET SUBSCRIBERâ€™S REQUIREMENTS, OR BE TIMELY OR SECURE. SUBSCRIBER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE RESULTING FROM THE USE OF THE SUBSCRIPTION SERVICE OR SITE. SUBSCRIBER WILL NOT HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF DOCUSIGN TO ANY THIRD PARTY. USE OF THE SUBSCRIPTION SERVICE AND SITE ARE AT YOUR SOLE RISK. Because some states and jurisdictions do not allow limitations on implied warranties, the above limitation may not apply to you. In that event, such warranties are limited to the minimum warranty period allowed by the applicable law. 16. SUBSCRIBER INDEMNIFICATION OBLIGATIONS You will defend, indemnify, and hold us, our affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from any and all third party claims, liability, damages, and costs (including, but not limited to, attorneys' fees) arising from or related to: (a) your use of the Subscription Service; (b) your violation of these Terms and Conditions; (c) your infringement, or infringement by any other user of your Account, of any intellectual property or other right of any person or entity; or (d) the nature and content of all materials, works, data, statements, and other visual, graphical, written, or audible communications of any nature submitted by any Authorized User of your Account or otherwise processed through your Account. 17. LIMITATIONS OF LIABILITY NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THESE TERMS AND CONDITIONS, DOCUSIGN WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO SUBSCRIBER

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Certificate Of Completion

Envelope Id: A7886582-F17E-4085-894F-244D6C6E7148
Status: Sent
Subject: Metro Contract 6468641 Amendment 2 with Motorola Solutions, Inc. (ITS)
Source Envelope:
Document Pages: 193
Signatures: 10
Certificate Pages: 17
Initials: 4
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Procurement Resource Group
730 2nd Ave. South 1st Floor
Nashville, TN 37219
prg@nashville.gov
IP Address: 170.190.198.185

Record Tracking

Status: Original
2/2/2026 12:19:54 PM
Holder: Procurement Resource Group
prg@nashville.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: Metropolitan Government of Nashville and Davidson County
Location: Docusign

Signer Events	Signature	Timestamp
Gary Clay gary.clay@nashville.gov Asst. Purchasing Agent Security Level: Email, Account Authentication (None)	 Signature Adoption: Uploaded Signature Image Using IP Address: 170.190.198.190	Sent: 2/2/2026 12:42:17 PM Viewed: 2/2/2026 1:10:29 PM Signed: 2/2/2026 1:10:38 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Gregg Nicholson Gregg.Nicholson@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/2/2026 1:10:43 PM Viewed: 2/3/2026 7:21:06 AM Signed: 2/3/2026 7:21:35 AM
Electronic Record and Signature Disclosure: Accepted: 2/3/2026 7:21:06 AM ID: 7c6ff617-f265-4449-b75e-54f92e911981		
Kenneth Hartlage kenneth.hartlage@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/3/2026 7:21:41 AM Viewed: 2/4/2026 8:27:33 AM Signed: 2/4/2026 8:28:39 AM
Electronic Record and Signature Disclosure: Accepted: 2/4/2026 8:27:33 AM ID: 26495d35-bb4f-4a98-8f66-6111e881da1b		
Janet Fernandez janet.fernandez@motorolasolutions.com Vice President Southeast Region Government Sales Motorola Solutions Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 71.47.17.116	Sent: 2/4/2026 8:28:45 AM Viewed: 2/4/2026 8:36:18 AM Signed: 2/4/2026 1:02:44 PM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/4/2026 8:36:18 AM ID: 033314b9-5c7d-4b23-a680-13b185477f6d		
Dennis Rowland dennis.rowland@nashville.gov Purchasing Agent & Chief Procurement Officer Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/4/2026 1:02:50 PM Viewed: 2/4/2026 1:43:46 PM Signed: 2/4/2026 1:43:59 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
John Griffey John.Griffey@nashville.gov CISO Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/4/2026 1:44:05 PM Viewed: 2/4/2026 1:50:01 PM Signed: 2/4/2026 1:50:10 PM
Electronic Record and Signature Disclosure: Accepted: 2/6/2019 12:40:06 PM ID: f2b127b9-81c3-4ffb-aca0-f80edaf9a484		
Jenneen Reed/MAL michelle.lane@nashville.gov Deputy Director of Finance Metro Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/4/2026 1:50:15 PM Viewed: 2/5/2026 12:02:46 PM Signed: 2/5/2026 12:02:56 PM
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Jenneen Reed/mjw MaryJo.Wiggins@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.185	Sent: 2/5/2026 12:03:03 PM Viewed: 2/6/2026 10:30:49 AM Signed: 2/6/2026 10:32:55 AM
Electronic Record and Signature Disclosure: Accepted: 2/6/2026 10:30:49 AM ID: 7645106d-c1e4-4bbe-8a1a-60062c034cc3		
Sally Palmer sally.palmer@nashville.gov Security Level: Email, Account Authentication (None)	**Completed** Using IP Address: 170.190.198.100	Sent: 2/6/2026 10:33:01 AM Viewed: 2/6/2026 10:57:49 AM Signed: 2/6/2026 11:04:48 AM
Electronic Record and Signature Disclosure: Accepted: 2/6/2026 10:57:49 AM ID: 52e1c21a-7d1c-43ce-b21e-a88d3d6ade7e		
Balogun Cobb balogun.cobb@nashville.gov Insurance Division Manager Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 2/6/2026 11:04:54 AM Viewed: 2/9/2026 7:53:08 AM Signed: 2/9/2026 7:53:35 AM
Electronic Record and Signature Disclosure:		

Signer Events	Signature	Timestamp
Accepted: 2/9/2026 7:53:08 AM ID: 2a83c0ac-5d0f-4dff-ac80-d39a91b637b2		
Ann Mikkelsen ann.mikkelsen@nashville.gov Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 170.190.198.144	Sent: 2/9/2026 7:53:43 AM Viewed: 2/9/2026 10:11:02 AM Signed: 2/9/2026 10:11:43 AM
Electronic Record and Signature Disclosure: Accepted: 2/9/2026 10:11:02 AM ID: bdf0d3bf-aa26-44b5-8368-bcc97a2fa89c		
Procurement Resource Group prg@nashville.gov Metropolitan Government of Nashville and Davidson County Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		Sent: 2/9/2026 10:11:48 AM

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Jan Harvey jan.harvey@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign	COPIED	Sent: 2/2/2026 12:42:18 PM
Austin Kyle publicrecords@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 2/6/2026 11:20:45 AM ID: f266bdb4-0d44-4ab4-9fc9-0c5d4635c37b		
Angie Martin angie.martin@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 1/20/2026 9:06:39 AM ID: 9dd8694d-699b-41b7-9cfe-2b7784f3adce		
Rich Rairigh rich.rairigh@nashville.gov Security Level: Email, Account Authentication (None)		

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via Docusign		
Amber Gardner Amber.Gardner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
Terri Ray terri.ray@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via Docusign		
John Buckner john.buckner@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/28/2024 3:52:53 PM ID: 5bffa945-387a-432d-83d2-063ec7458719		
Larry Law larry.law@nashville.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 10/5/2023 2:11:06 PM ID: 50a3ca7d-c65e-4c81-ad12-bfb172e970f9		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/2/2026 12:42:18 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

1. ACCEPTANCE OF TERMS AND CONDITIONS These Terms and Conditions govern your ("Subscriber" or "you") use of DocuSign's on-demand electronic signature service (the "Subscription Service"), as accessed either directly through DocuSign.com, DocuSign.net, or through a DocuSign affiliateâ€™s web page offering a Service Plan (collectively, the "Site"). By depositing any document into the System (as defined below), you accept these Terms and Conditions (including your corresponding Service Plan, the DocuSign.com Terms of Use, and all policies and guidelines referenced and hereby incorporated into these Terms and Conditions) and any modifications that may be made to the Terms and Conditions from time to time. If you do not agree to these Terms and Conditions, you should not use the Subscription Service or visit or browse the Site. These Terms and Conditions constitute a binding legal agreement between you and DocuSign, Inc. ("DocuSign," "we," "us," and "our"). Please read them carefully and print a copy for your future reference. 2. MODIFICATION OF TERMS AND CONDITIONS We reserve the right to modify these Terms and Conditions at any time and in any manner at our sole discretion by: (a) posting a revision on the Site; or (b) sending information regarding the amendment to the email address you provide to us. YOU ARE RESPONSIBLE FOR REGULARLY REVIEWING THE SITE TO OBTAIN TIMELY NOTICE OF ANY AMENDMENTS. YOU SHALL BE DEEMED TO HAVE ACCEPTED SUCH AMENDMENTS BY CONTINUING TO USE THE SUBSCRIPTION SERVICE FOR MORE THAN 20 DAYS AFTER SUCH AMENDMENTS HAVE BEEN POSTED OR INFORMATION REGARDING SUCH AMENDMENTS HAS BEEN SENT TO YOU. You agree that we shall not be liable to you or to any third party for any modification of the Terms and Conditions. 3. DEFINITIONS â€œAccountâ€? means a unique account established by Subscriber to enable its Authorized Users to access and use the Subscription Service. â€œAuthorized Userâ€? means any employee or agent of Subscriber, identified by a unique email address and user name, who is registered under the Account, provided that no two persons may register, access or use the Subscription Service as the same Authorized User. â€œeContractâ€? refers to a contract, notice, disclosure, or other record or document deposited into the System by Subscriber for processing using the Subscription Service. â€œEnvelopeâ€? means an electronic record containing one or more eContracts consisting of a single page or a group of pages of data uploaded to the System. â€œSeatâ€? means an active Authorized User listed in the membership of an Account at any one time. No two individuals may log onto or use the Subscription Service as the same Authorized User, but Subscriber may unregister or deactivate Authorized Users and replace them with other Authorized Users without penalty, so long as the number of active Authorized Users registered at any one time is equal to or less than the number of Seats purchased. â€œService Planâ€? means the right to access and use the Subscription Service for a specified period in exchange for a periodic fee, subject to the Service Plan restrictions and requirements that are used to describe the selected Service Plan on the Site. Restrictions and requirements may include any or all of the following: (a) number of Seats and/or Envelopes that a Subscriber may use in a month or year for a fee; (b) fee for sent Envelopes in excess of the number of Envelopes allocated to Subscriber under the Service Plan; (c) per-seat or per-user restrictions; (d) the license to use DocuSign software products such as DocuSign Connect Express in connection with the Subscription Service; and (e) per use fees. â€œSpecificationsâ€? means the technical specifications set forth in the â€œSubscription Service Specificationsâ€? available at http://docusign.com/company/specifications. â€œSubscription Serviceâ€? means DocuSignâ€™s on-demand electronic signature service, as updated from time

to time, which provides on-line display, certified delivery, acknowledgement, electronic signature, and storage services for eContracts via the Internet. â€œSystemâ€? refers to the software systems and programs, communication and network facilities, and hardware and equipment used by DocuSign or its agents to provide the Subscription Service. â€œTermâ€? means the period of effectiveness of these Terms and Conditions, as specified in Section 12 below. â€œTransaction Dataâ€? means the metadata associated with an Envelope (such as transaction history, image hash value, method and time of Envelope deletion, sender and recipient names, email addresses and signature IDs) and maintained by DocuSign in order to establish the digital audit trail required by the Subscription Service. 4. SUBSCRIPTION SERVICE During the term of the Service Plan and subject to these Terms and Conditions, Subscriber will have the right to obtain an Account and register its Authorized Users, who may access and use the Subscription Service, and DocuSign will provide the Subscription Service in material conformance with the Specifications. You must be 18 years of age or older to register for an Account and use the Subscription Service. Subscriber's right to use the Subscription Service is limited to its Authorized Users, and Subscriber agrees not to resell or otherwise provide or assist with the provision of the Subscription Service to any third party. In addition, DocuSignâ€™s provision of the Subscription Service is conditioned on Subscriber's acknowledgement and agreement to the following: (a) The Subscription Service facilitates the execution of eContracts between the parties to those eContracts. Nothing in these Terms and Conditions may be construed to make DocuSign a party to any eContract processed through the Subscription Service, and DocuSign makes no representation or warranty regarding the transactions sought to be effected by any eContract; (b) Between DocuSign and Subscriber, Subscriber has exclusive control over and responsibility for the content, quality, and format of any eContract. All eContracts stored by DocuSign are maintained in an encrypted form, and DocuSign has no control of or access to their contents; (c) If Subscriber elects to use one or more of the optional features designed to verify the identity of the intended recipient of an eContract that DocuSign makes available to its subscribers (â€œAuthentication Measuresâ€?), DocuSign will apply only those Authentication Measures selected by the Subscriber, but makes no representations or warranties about the appropriateness of any Authentication Measure. Further, DocuSign assumes no liability for: (A) the inability or failure by the intended recipient or other party to satisfy the Authentication Measure; or (B) the circumvention by any person (other than DocuSign) of any Authentication Measure; (d) Certain types of agreements and documents may be excepted from electronic signature laws (e.g. wills and agreements pertaining to family law), or may be subject to specific regulations promulgated by various government agencies regarding electronic signatures and electronic records. DocuSign is not responsible or liable to determine whether any particular eContract is subject to an exception to applicable electronic signature laws, or whether it is subject to any particular agency promulgations, or whether it can be legally formed by electronic signatures; (e) DocuSign is not responsible for determining how long any d to be retained or stored under any applicable laws, regulations, or legal or administrative agency processes. Further, DocuSign is not responsible for or liable to produce any of Subscriberâ€™s eContracts or other documents to any third parties; (f) Certain consumer protection or similar laws or regulations may impose special requirements with respect to electronic transactions involving one or more â€œconsumers,â€? such as (among others) requirements that the consumer consent to the method of contracting and/or that the consumer be provided with a copy, or access to a copy, of a paper or other non-electronic, written record of the transaction. DocuSign does not and is not responsible to: (A) determine whether any

particular transaction involves a â€œconsumer;â€? (B) furnish or obtain any such consents or determine if any such consents have been withdrawn; (C) provide any information or disclosures in connection with any attempt to obtain any such consents; (D) provide legal review of, or update or correct any information or disclosures currently or previously given; (E) provide any such copies or access, except as expressly provided in the Specifications for all transactions, consumer or otherwise; or (F) otherwise to comply with any such special requirements; and (g) Subscriber undertakes to determine whether any â€œconsumerâ€? is involved in any eContract presented by Subscriber or its Authorized Users for processing, and, if so, to comply with all requirements imposed by law on such eContracts or their formation. (h) If the domain of the primary email address associated with the Account is owned by an organization and was assigned to Subscriber as an employee, contractor or member of such organization, and that organization wishes to establish a commercial relationship with DocuSign and add the Account to such relationship, then, if Subscriber does not change the email address associated with the Account, the Account may become subject to the commercial relationship between DocuSign and such organization and controlled by such organization. 5. RESPONSIBILITY FOR CONTENT OF COMMUNICATIONS As between Subscriber and DocuSign, Subscriber is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, and written or audible communications submitted by any Authorized User or otherwise processed through its Account, the Subscription Service, or under any Service Plan. Accordingly: (a) Subscriber will not use or permit the use of the Subscription Service to send unsolicited mass mailings outside its organization. The term â€œunsolicited mass mailingsâ€? includes all statutory or common definitions or understanding of those terms in the applicable jurisdiction, such as those set forth for â€œCommercial Electronic Mail Messagesâ€? under the U.S. CAN-SPAM Act, as an example only; and (b) Subscriber will not use or permit the use of the Subscription Service: (i) to communicate any message or material that is defamatory, harassing, libelous, threatening, or obscene; (ii) in a way that violates or infringes upon the intellectual property rights or the privacy or publicity rights of any person or entity or that may otherwise be unlawful or give rise to civil or criminal liability (other than contractual liability of the parties under eContracts processed through the Subscription Service); (iii) in any manner that is likely to damage, disable, overburden, or impair the System or the Subscription Service or interfere with the use or enjoyment of the Subscription Service by others; or (iv) in any way that constitutes or encourages conduct that could constitute a criminal offense. DocuSign does not monitor the content processed through the Subscription Service, but in accordance with DMCA (Digital Millennium Copyright Act) safe harbors, it may suspend any use of the Subscription Service, or remove or disable any content that DocuSign reasonably and in good faith believes violates this Agreement or applicable laws or regulations. DocuSign will use commercially reasonable efforts to notify Subscriber prior to any such suspension or disablement, unless DocuSign reasonably believes that: (A) it is prohibited from doing so under applicable law or under legal process, such as court or government administrative agency processes, orders, mandates, and the like; or (B) it is necessary to delay notice in order to prevent imminent harm to the System, Subscription Service, or a third party. Under circumstances where notice is delayed, DocuSign will provide the notice if and when the related restrictions in the previous sentence no longer apply. 6. PRICING AND PER USE PURCHASES The prices, features, and options of the Subscription Service available for an Account depend on the Service Plan selected by Subscriber. Subscriber may also purchase optional services on a periodic or per-use basis. DocuSign may add or change the prices, features or options available with a

Service Plan without notice. Subscriber's usage under a Service Plan is measured based on the actual number of Seats as described in the Service Plan on the Site. Once a per-Seat Service Plan is established, the right of the named Authorized User to access and use the Subscription Service is not transferable; any additional or differently named Authorized Users must purchase per-Seat Service Plans to send Envelopes. Extra seats, users and/or per use fees will be charged as set forth in Subscriber's Service Plan if allowed by such Service Plan. If a Services Plan defines a monthly Envelope Allowance (i.e. # Envelopes per month allowed to be sent), all Envelopes sent in excess of the Envelope Allowance will incur a per-Envelope charge. Any unused Envelope Allowances will expire and not carry over from one billing period to another under a Service Plan. Subscriberâ€™s Account will be deemed to have consumed an Envelope at the time the Envelope is sent by Subscriber, regardless of whether Envelopes were received by recipients, or whether recipients have performed any actions upon any eContract in the Envelope. Powerforms are considered Envelopes within an Envelope Allowance Service Plan, and will be deemed consumed at the time they are â€œclickedâ€? by any end user regardless of whether or not any actions are subsequently performed upon such Envelope. For Service Plans that specify the Envelope Allowance is â€œUnlimited,â€? Subscriber is allowed to send a reasonable number of Envelopes from the number of Seats purchased. If DocuSign suspects that the number of Envelopes sent from a particular Seat or a group of Seats is abusive and/or unduly burdensome, DocuSign will promptly notify Subscriber, discuss the use-case scenario with Subscriber and any continued monitoring, additional discussions and/or information required to make a final determination on the course of action based on such information. In the event Subscriber exceeds, in DocuSignâ€™s sole discretion, reasonable use restrictions under a Service Plan, DocuSign reserves the right to transfer Subscriber into a higher-tier Service Plan without notice. If you misrepresent your eligibility for any Service Plan, you agree to pay us the additional amount you would have been charged under the most favorable pricing structure for which you are eligible. DocuSign may discontinue a Service Plan at any time, and with prior notice to you, may migrate your Account to a similar Service Plan that may carry a different fee. You agree to allow us to charge your credit card for the fees associated with a substitute Service Plan, even if those fees are higher than those you agreed to when you registered your Account. Optional asures, are measured at the time of use, and such charges are specific to the number of units of the service(s) used during the billing period. Optional services subject to periodic charges, such as additional secure storage, are charged on the same periodic basis as the Service Plan fees for the Subscription Service. 7. SUBSCRIBER SUPPORT DocuSign will provide Subscriber support to Subscriber as specified in the Service Plan selected by Subscriber, and that is further detailed on DocuSignâ€™s website. 8. STORAGE DocuSign will store eContracts per the terms of the Service Plan selected by Subscriber. For Service Plans that specify the Envelope storage amount is â€œUnlimited,â€? DocuSign will store an amount of Envelopes that is not abusive and/or unduly burdensome, in DocuSignâ€™s sole discretion. Subscriber may retrieve and store copies of eContracts for storage outside of the System at any time during the Term of the Service Plan when Subscriber is in good financial standing under these Terms and Conditions, and may delete or purge eContracts from the System at its own discretion. DocuSign may, at its sole discretion, delete an uncompleted eContract from the System immediately and without notice upon earlier of: (i) expiration of the Envelope (where Subscriber has established an expiration for such Envelope, not to exceed 365 days); or (ii) expiration of the Term. DocuSign assumes no liability or responsibility for a party's failure or inability to electronically sign any eContract within such a period of time. DocuSign may retain Transaction Data for as long as it has a

business purpose to do so. 9. BUSINESS AGREEMENT BENEFITS You may receive or be eligible for certain pricing structures, discounts, features, promotions, and other benefits (collectively, "Benefits") through a business or government Subscriber's agreement with us (a "Business Agreement"). Any and all such Benefits are provided to you solely as a result of the corresponding Business Agreement and such Benefits may be modified or terminated without notice. If you use the Subscription Service where a business or government entity pays your charges or is otherwise liable for the charges, you authorize us to share your account information with that entity and/or its authorized agents. If you are enrolled in a Service Plan or receive certain Benefits tied to a Business Agreement with us, but you are liable for your own charges, then you authorize us to share enough account information with that entity and its authorized agents to verify your continuing eligibility for those Benefits and the Service Plan. 10. FEES AND PAYMENT TERMS The Service Plan rates, charges, and other conditions for use are set forth in the Site. Subscriber will pay DocuSign the applicable charges for the Services Plan as set forth on the Site. If you add more Authorized Users than the number of Seats you purchased, we will add those Authorized Users to your Account and impose additional charges for such additional Seats on an ongoing basis. Charges for pre-paid Service Plans will be billed to Subscriber in advance. Charges for per use purchases and standard Service Plan charges will be billed in arrears. When you register for an Account, you will be required to provide DocuSign with accurate, complete, and current credit card information for a valid credit card that you are authorized to use. You must promptly notify us of any change in your invoicing address or changes related to the credit card used for payment. By completing your registration for the Services Plan, you authorize DocuSign or its agent to bill your credit card the applicable Service Plan charges, any and all applicable taxes, and any other charges you may incur in connection with your use of the Subscription Service, all of which will be charged to your credit card. Each time you use the Subscription Service, or allow or cause the Subscription Service to be used, you reaffirm that we are authorized to charge your credit card. You may terminate your Account and revoke your credit card authorization as set forth in the Term and Termination section of these Terms and Conditions. We will provide you with one invoice in a format we choose, which may change from time to time, for all Subscription Service associated with each Account and any charges of a third party on whose behalf we bill. Payment of all charges is due and will be charged to your credit card upon your receipt of an invoice. Billing cycle end dates may change from time to time. When a billing cycle covers less than or more than a full month, we may make reasonable adjustments and/or prorations. If your Account is a qualified business account and is approved by us in writing for corporate billing, charges will be accumulated, identified by Account identification number, and invoiced on a monthly basis. You agree that we may (at our option) accumulate charges incurred during your monthly billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that we may delay obtaining authorization from your credit card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your credit card issuer. If DocuSign does not receive payment from your credit card provider, you agree to pay all amounts due upon demand. DocuSign reserves the right to correct any errors or mistakes that it makes even if it has already requested or received payment. Your credit card issuer's agreement governs your use of your credit card in connection with the Subscription Service, and you must refer to such agreement (not these Terms and Conditions) with respect to your rights and liabilities as a cardholder. You are solely responsible for any and all fees charged to your credit card by the issuer, bank, or financial institution including, but not limited to, membership,

overdraft, insufficient funds, and over the credit limit fees. You agree to notify us about any billing problems or discrepancies within 20 days after they first appear on your invoice. If you do not bring them to our attention within 20 days, you agree that you waive your right to dispute such problems or discrepancies. We may modify the price, content, or nature of the Subscription Service and/or your Service Plan at any time. If we modify any of the foregoing terms, you may cancel your use of the Subscription Service. We may provide notice of any such changes by e-mail, notice to you upon log-in, or by publishing them on the Site. Your payment obligations survive any termination of your use of the Subscription Service before the end of the billing cycle. Any amount not paid when due will be subject to finance charges equal to 1.5% of the unpaid balance per month or the highest rate permitted by applicable usury law, whichever is less, determined and compounded daily from the date due until the date paid. Subscriber will reimburse any costs or expenses (including, but not limited to, reasonable attorneysâ€™ fees) incurred by DocuSign to collect any amount that is not paid when due. DocuSign may accept any check or payment in any amount without prejudice to DocuSignâ€™s right to recover the balance of the amount due or to pursue any other right or remedy. Amounts due to DocuSign under these Terms and Conditions may not be withheld or offset by Subscriber for any reason against amounts due or asserted to be due to Subscriber from DocuSign. Unless otherwise noted and Conditions are denominated in United States dollars, and Subscriber will pay all such amounts in United States dollars. Other than federal and state net income taxes imposed on DocuSign by the United States, Subscriber will bear all taxes, duties, VAT and other governmental charges (collectively, â€œtaxesâ€?) resulting from these Terms and Conditions or transactions conducted in relation to these Terms and Conditions. Subscriber will pay any additional taxes as are necessary to ensure that the net amounts received and retained by DocuSign after all such taxes are paid are equal to the amounts that DocuSign would have been entitled to in accordance with these Terms and Conditions as if the taxes did not exist. 11. DEPOSITS, SERVICE LIMITS, CREDIT REPORTS, AND RETURN OF BALANCES You authorize us to ask consumer reporting agencies or trade references to furnish us with employment and credit information, and you consent to our rechecking and reporting personal and/or business payment and credit history if, in our sole discretion, we so choose. If you believe that we have reported inaccurate information about your account to a consumer reporting agency, you may send a written notice describing the specific inaccuracy to the address provided in the Notices section below. For you to use the Subscription Service, we may require a deposit or set a service limit. The deposit will be held as a partial guarantee of payment. It cannot be used by you to pay your invoice or delayed payment. Unless otherwise required by law, deposits may be mixed with other funds and will not earn interest. We reserve the right to increase your deposit if we deem appropriate. You may request that we reevaluate your deposit on an annual basis, which may result in a partial or total refund of the deposit to you or credit to your account. If you default or these Terms and Conditions are terminated, we may, without notice to you, apply any deposit towards payment of any amounts you owe to us. After approximately 90 days following termination of these Terms and Conditions, any remaining deposit or other credit balance in excess of amounts owed will be returned without interest, unless otherwise required by law, to you at your last known address. You agree that any amounts under $15 will not be refunded to cover our costs of closing your account. If the deposit balance is undeliverable and returned to us, we will hold it for you for one year from the date of return and, during that period, we may charge a service fee against the deposit balance. You hereby grant us a security interest in any deposit we require to secure the performance of your obligations under these Terms and

Conditions. 12. TERM AND TERMINATION The term of these Terms and Conditions for each Account begins on the date you register for an Account and continues for the term specified by the Service Plan you purchase (the â€œTermâ€?). You may terminate your Account at any time upon 10 days advance written notice to DocuSign following the Notice procedures set forth in these Terms and Conditions. Unless you terminate your Account or you set your Account to not auto renew, your Service Plan will automatically renew at the end of its Term (each a â€œRenewal Termâ€?), and you authorize us (without notice) to collect the then-applicable fee and any taxes for the renewed Service Plan, using any credit card we have on record for you. Service Plan fees and features may change over time. Your Service Plan for a Renewal Term will be the one we choose as being closest to your Service Plan from the prior Term. For any termination (including when you switch your Account), you will be responsible for payment of all fees and charges through the end of the billing cycle in which termination occurs. If you terminate your annual Service Plan Account within the first 30 days of the Term, you may submit written request to DocuSign following the Notice procedures set forth in these Terms and Conditions, for a full refund of the prepaid fees paid by you to DocuSign. You will be limited to one refund. You agree that termination of an annual Service Plan after the first 30 days will not entitle you to any refund of prepaid fees. You will be in default of these Terms and Conditions if you: (a) fail to pay any amount owed to us or an affiliate of ours or any amount appearing on your invoice; (b) have amounts still owing to us or an affiliate of ours from a prior account; (c) breach any provision of these Terms and Conditions; (d) violate any policy applicable to the Subscription Service; (e) are subject to any proceeding under the Bankruptcy Code or similar laws; or (f) if, in our sole discretion, we believe that your continued use of the Subscription Service presents a threat to the security of other users of the Subscription Service. If you are in default, we may, without notice to you, suspend your Account and use of the Subscription Service, withhold refunds and terminate your Account, in addition to all other remedies available to us. We may require reactivation charges to reactivate your Account after termination or suspension. The following provisions will survive the termination of these Terms and Conditions and your Account: Sections 3, 9-11, and 15-23. 13. SUBSCRIBER WARRANTIES You hereby represent and warrant to DocuSign that: (a) you have all requisite rights and authority to use the Subscription Service under these Terms and Conditions and to grant all applicable rights herein; (b) the performance of your obligations under these Terms and Conditions will not violate, conflict with, or result in a default under any other agreement, including confidentiality agreements between you and third parties; (c) you will use the Subscription Service for lawful purposes only and subject to these Terms and Conditions; (d) you are responsible for all use of the Subscription Service in your Account; (e) you are solely responsible for maintaining the confidentiality of your Account names and password(s); (f) you agree to immediately notify us of any unauthorized use of your Account of which you become aware; (g) you agree that DocuSign will not be liable for any losses incurred as a result of a third party's use of your Account, regardless of whether such use is with or without your knowledge and consent; (h) you will not use the Subscription Service in any manner that could damage, disable, overburden or impair the System, or interfere with another's use of the Subscription Service by others; (i) any information submitted to DocuSign by you is true, accurate, and correct; and (j) you will not attempt to gain unauthorized access to the System or the Subscription Service, other accounts, computer systems, or networks under the control or responsibility of DocuSign through hacking, cracking, password mining, or any other unauthorized means. 14. DOCUSIGN WARRANTIES DocuSign represents and warrants that: (a) the Subscription Service as delivered to Subscriber

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