

Communications Systems Addendum

This Communications Systems Addendum (this “**CSA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Customer Agreement entered into between the Parties, effective as the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document (as defined below) between the Parties (the “**MCA**”). Capitalized terms used in this CSA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

If you are purchasing Maintenance or Support services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as “Customer” to this Agreement; (b) you have read and understand this Agreement; and (c) on behalf of the Customer that you represent, you agree to this Agreement. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Agreement, please do not complete the purchase of Maintenance or Support services from Motorola.

1. Addendum. This CSA governs Customer’s purchase of certain Motorola radio Products, including Communications Systems, and will form part of the Parties’ Agreement. A “**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. In addition to the MCA, other Addenda may be applicable to the Communications System or other software Products, including the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, and the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, as further described below. This CSA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Communications System or other software Products purchased under this CSA and not with respect to other Products and Services.

2. Communications Systems; Applicable Terms and Conditions.

2.1. Communications System. If Customer purchases a Communications System, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites, including on devices sold to Customer by Motorola or on Customer-Provided Equipment, are subject to the EPSLA. Communications Systems described in this Section qualify for the System Warranty as described in **Section 5.2 – Communications System Warranty** (the “**System Warranty**”). In connection with a Communications System, Customer may also purchase additional Subscription Software that integrates with its Communications System (e.g., Critical Connect) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. Services.

2.2.1. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Communications System are subject to the MCA, and as described in the applicable Ordering Document.

2.2.2. 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 pursuant to the applicable maintenance and support Ordering Document. Support for the Motorola Licensed Software will be in accordance with Motorola's established Software Support Policy (“**SwSP**”). Copies of the SwSP can be found at

https://www.motorolasolutions.com/content/dam/msi/secure/services/software_policy.pdf and will be

sent by mail, email or fax to Customer upon written request. 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 Lifecycle Management Services ("**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 an Ordering Document. Unless otherwise agreed by the Parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation, and/or LMS, will be included in the Maintenance and Support Addendum, LMS Addendum, the applicable Ordering Documents, and the proposal (if applicable). These collective terms will govern the provision of such Services.

2.2.3. To obtain any additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference.

3. Communications System Acceptance.

3.1. Acceptance. Any Communications System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon successful completion of the acceptance procedures ("**Acceptance Tests**") set forth in the Acceptance Test Plan attached as **Exhibit B-4 – Acceptance Test Plan** hereto ("**System Acceptance**"). Motorola will notify Customer at least ten (10) days before the Communications System testing commences. Upon System Acceptance, the Parties will memorialize this event by promptly executing a certificate documenting such System Acceptance as set forth in **Exhibit C**. If the Acceptance Test Plan includes separate tests for individual sub-Systems or phases of the Communications System, acceptance of the individual sub-System or phase will occur upon the successful completion of the Acceptance Tests for the sub-Communications System or phase, and the Parties will promptly execute an acceptance certificate for the sub-Communications System or phase. If Customer believes the Communications System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the Communications System that do not materially impair the operation of the Communications System as a whole will not postpone System Acceptance or sub-Communications System acceptance, but will be corrected according to a mutually agreed punch list schedule. This Section applies to Products purchased as part of a Communications System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

3.2. Beneficial Use. Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the Communications System before System Acceptance. Therefore, Customer will not commence using the system before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for Communications System performance deficiencies that occur prior to System Acceptance or use of the Communications System is otherwise authorized in writing by Motorola. Upon such date that Customer begins using the Communications System, Customer assumes responsibility for the use and operation of the Communications System.

4. Payment. Customer will pay invoices for the Products and Services covered by this CSA in accordance with the invoice payment terms set forth in the MCA. Additional payment terms are set forth hereto in **Exhibit A – Payment**.

5. Warranty.

5.1. Radio Products Warranty. The warranties applicable to Motorola-manufactured Equipment set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA shall be applicable to all radio Equipment purchased hereunder whether or not such Equipment was manufactured by Motorola.

5.2. Communications System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the date of System Acceptance, (a) such Communications System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such on-Communications System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon System Acceptance (the “**Warranty Period**”) instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this CSA.

6. Additional Equipment or Software with a Communications System. Following the date of System Acceptance, Customer may order additional Equipment or Software that is intended for use with the Communications System for an additional three (3) years, if it is then available. Each purchase order must refer to the Agreement, and must specify the pricing and delivery terms.

7. Broadband Enabled Devices. The terms set forth in this **Section 7 – Broadband Enabled Devices** apply to broadband-enabled devices.

7.1. Subscription Services. Customer’s purchase of any broadband-enabled radio devices, such as ApxNext radios, includes certain Subscription Software all of which are subject to the SSA. Customer’s purchase of any such broadband enable devices may include an initial or trial subscription to the Subscription Software included with purchase of the device; following expiration of such initial or trial term, Customer must purchase a subscription for continued use of such Subscription Software.

7.2. Flow-Down Terms. Additional license terms apply to third-party broadband services purchased in connection with a broadband enable Communications System, which are available online at: https://www.motorolasolutions.com/en_us/about/legal/motorola-solutions-customer-terms/flow-down-terms.html. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms.

8. Critical Connect. The terms set forth in this **Section 8 – Critical Connect** apply to Motorola’s Critical Connect Product. Motorola’s Critical Connect Product is Subscription Software, and any purchase of such Product will be subject to the SSA.

8.1. Term. Notwithstanding the SSA, the Initial Subscription Period of the Critical Connect service shall be for a period of three (3) years from the date of delivery. Renewal Subscription Years shall be for subsequent three (3) year periods rather than twelve (12) month periods as set forth in the **Section 4 – Term** of the SSA, with such renewals to automatically occur unless one party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term.

8.2. Cancellation Fees. If Customer terminates the Critical Connect subscription prior to the end of the then-current Subscription Term, Customer will be obligated to pay a cancellation fee of fifty percent (50%) of the remaining three (3) year Initial Subscription Period or Renewal Subscription Year at list price.

8.3. Service Tiers. Customer can upgrade the Critical Connect Subscription Software to higher tiers or downgrade to a lower tier. Additionally, Customer can stack multiple tiers together (additional setup fees may be required if upgrading to higher capacity levels). When Customer performs a tier upgrade or downgrade, the Subscription Term will be reset and a new three (3) year Initial Subscription Period will commence.

8.4. Port Restrictions. The Motorola on-premise gateway utilizes an ISSI connection and port. This connection is to be used only by the Motorola on-premise gateway in accordance with this service. Use of this ISSI connection and port with any other non-approved gateway is strictly prohibited.

9. Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Ordering Document. In additions to the terms of this CSA, transport connectivity services shall also be governed by the terms of Motorola’s standard Transport Connectivity Addendum.

10. Attachments. In the case of any Communications System sale, the Exhibits listed below will be attached hereto and incorporated into and made a part of this CSA:

- Exhibit A “Payment”
- Exhibit B Technical and Implementation Documents
 - B-1 “System Description” dated _____
 - B-2 “Pricing Summary & Equipment List” dated _____
 - B-3 “Implementation Statement of Work” dated _____
 - B-4 “Acceptance Test Plan” or “ATP” dated _____
 - B-5 “Performance Schedule” dated _____
- Exhibit C “System Acceptance Certificate”

11. Survival. The following provisions will survive the expiration or termination of this CSA for any reason: **Section 1 – Addendum; Section 2 – Communications Systems; Applicable Terms and Conditions; Section 7 – Broadband Services; Section 8 – Critical Connect; Section 11– Survival.**