

CITY OF HALLANDALE BEACH, FLORIDA

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NOVEMBER 11, 2020

LICENSE PLATE RECOGNITION PUBLIC SAFETY PROJECT

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HALLANDALE BEACH PUBLIC SAFETY PROJECT - LPR

1. Overview

This proposal addresses the City of Hallandale Beach's Public Safety License Plate Recognition (LPR) project. The City's personnel requested that Motorola Solutions provide a proposal for fixed equipment at eleven (11) sites including equipment, software and support.

After completing a competitive procurement process, the Sheriff of Broward County, Florida (hereinafter referred to as "BSO") entered into Contract No. RLI 19053JLS "Base Layer Integration Software Platform" effective March 13, 2020 referred to as the "BSO Contract" with Motorola Solutions. A copy of the BSO Contract is attached hereto as Exhibit B and incorporated herein by reference. This proposal utilizes pricing associated with the BSO Contract with Motorola Solutions.

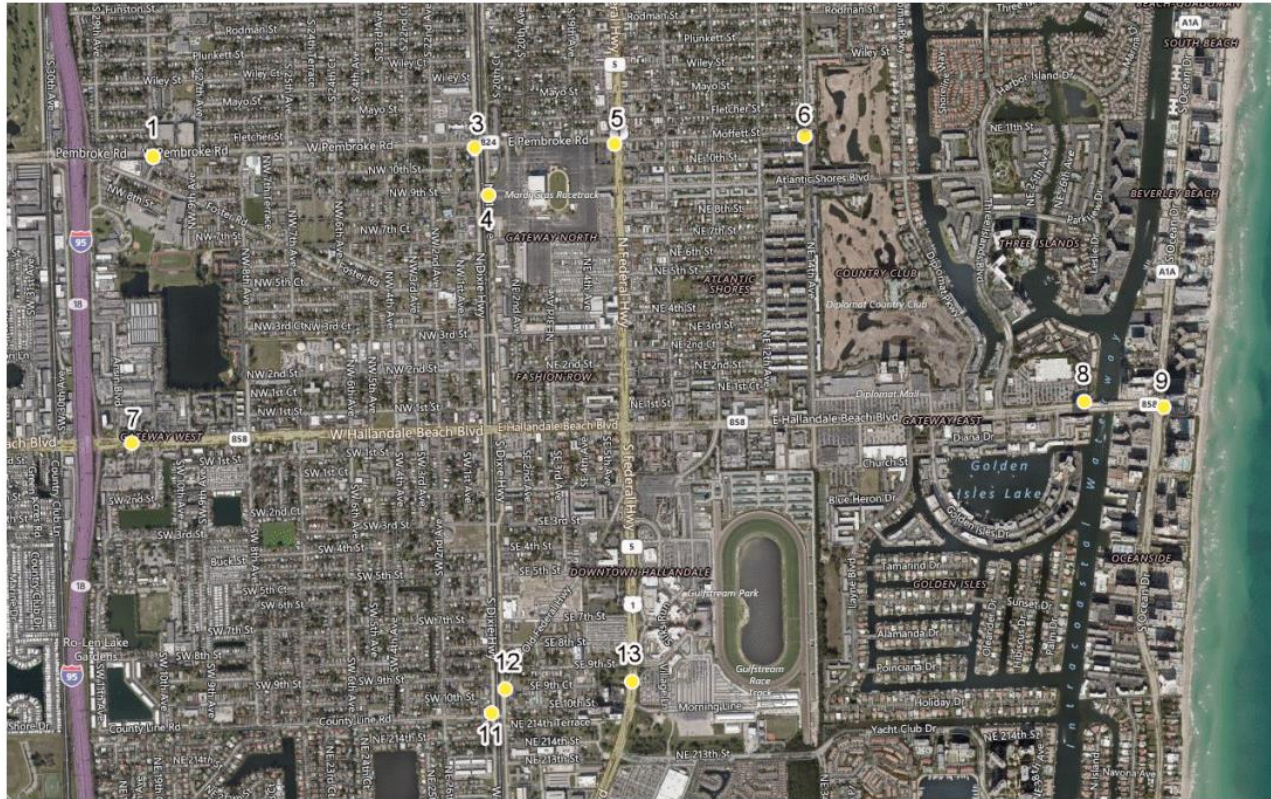
License plate recognition (LPR) cameras take photos of license plates capturing date, time and GPS coordinates of where the photo was taken. This data aids law enforcement agencies (LEAs) in investigations from beginning to end, helping them to solve both minor and serious crimes, ranging from traffic violations to kidnappings ultimately helping them keep communities safe.

Motorola's Vigilant LPR cameras paired with Vigilant PlateSearch software have been trusted by law enforcement for more than 10 years to locate suspect vehicles and solve crimes faster. Real-time hot list detections provide valuable situational awareness for officers in the field on a mobile computer or Smartphone, as well as

dispatchers in the call center. Billions of historical detections shared between agencies and from our commercial partner network can aid detectives in generating leads and even determining the probable location of vehicles of interest using patented analytics. With the addition of our Vigilant ClientPortal software your agency can even automate parking enforcement activities, allowing your team to focus on more value-added tasks. Time and time again, our customers have relied on our LPR solutions to not just simply detect hot plates, but generate actionable intelligence from that detection data to solve a case or save a life.

2. Site Locations

A site-walk was performed on October 21, 2020 for the proposed sites. Below you will find the locations of each site. NOTE: For clarification of the numbering scheme, there is no site 2 or 10.



3. Scope of Work and Equipment List

LOCATION	ADDRESS	TRAFFIC DIRECTION
1	I-95 and W. Pembroke Road	East
3	N Dixie Hwy and Pembroke Road	South
4	NE 1 Avenue and Pembroke Road	North
5	N. Federal and Pembroke Road	South
6	Atlantic Shores and NE 14 Avenue	North and South
7	I-95 and W. Hallandale Beach Blvd	East and West
8	2500 E. Hallandale Beach Blvd.	West
9	Ocean Drive/A1A	North
11	S. Dixie Hwy and Countyline	South, West and East

12	SE 1 Ave. and Countyline	North
13	S. Federal Hwy and Countyline	North and South

SITE 1		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X D3X101	Fixed ALPR 1 Main / 3 Reaper XD Cameras - 1 Reaper X10 Camera Potential for Occlusion from North Bound Traffic	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC -02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	4
Services		
Mfg. Part #	Item	Qty
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	4
	Fixed ALPR Installation	1
	Electrical Installation Using existing poles either FPL owned. Power is existing tapping off city or FPL infrastructure. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	1
SITE 3		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X D2	Fixed ALPR 1 Main / 2 Reaper XD Cameras	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC -02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	2
Services		
Mfg. Part #	Item	Qty
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	2
	Fixed ALPR Installation	1
	Electrical Installation Unsure of Pole Owner. City to Confirm. City responsible for 120VAC Power and Pole. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	1
SITE 4		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X 102	Fixed ALPR Dual Camera Enclosure (X10)	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC -02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	2
Services		
Mfg. Part #	Item	Qty
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	2

	Fixed ALPR Installation	1
	Electrical Installation Using existing poles either FPL owned. Power is existing tapping off city or FPL infrastructure. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	1
SITE 5		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X D1	Fixed ALPR 1 Main / 1 Reaper XD Camera	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	1
Services		
Mfg. Part #	Item	Qty
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	1
	Fixed ALPR Installation	1
	Electrical Installation Using existing city owned pole. Power is existing tapping off city or FPL infrastructure. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	1
SITE 6		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X 102	Fixed ALPR Dual Camera Enclosure (X10)	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	2
Services		
Mfg. Part #	Item	Qty
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	2
	Fixed ALPR Installation	1
	Electrical Installation Using FPL Pole. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	1
SITE 7		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X D4	Fixed ALPR 1 Main / 4 Reaper XD Camera	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	4
Services		
Mfg. Part #	Item	Qty
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	4
	Fixed ALPR Installation	1
	Electrical Installation	1

	Install Pole in Median. 20ft Concrete Pole. 3 Lanes each direction. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	
SITE 8		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X D2	Fixed ALPR 1 Main / 2 Reaper XD Cameras	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC -02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	2
Services		
Mfg. Part #	Item	Qty
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	2
	Fixed ALPR Installation	1
	Electrical Installation Using existing Walmart pole. City responsible for MOU with Walmart. 120VAC power at base of pole. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	1
SITE 9		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X D2	Fixed ALPR 1 Main / 2 Reaper XD Cameras	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC -02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	2
Services		
Mfg. Part #	Item	Qty
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	2
	Fixed ALPR Installation	1
	Electrical Installation Using existing poles either FPL owned. Power is existing tapping off city or FPL infrastructure. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	1
SITE 11		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X 102	Fixed ALPR Dual Camera Enclosure (X10)	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC -02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	2
Services		
Mfg. Part #	Item	Qty
SSU-SYS- COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	2
	Fixed ALPR Installation	1
	Electrical Installation	1

	Using existing poles FPL owned. Power is existing tapping off city or FPL infrastructure. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	
SITE 12		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X D2	Fixed ALPR 1 Main / 2 Reaper XD Cameras	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	2
Services		
Mfg. Part #	Item	Qty
SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	2
	Fixed ALPR Installation	1
	Electrical Installation Install 12ft Direct Burial Pole at Hallandale Sign. Tap existing power at Hallandale Sign. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	1
SITE 13		
Hardware		
Mfg. Part #	Item	Qty
VSSM1B0X D3	Fixed ALPR 1 Main / 3 Reaper XD Camera	1
Software		
Mfg. Part #	Item	Qty
VSBSCSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments	3
Services		
Mfg. Part #	Item	Qty
SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system	3
	Fixed ALPR Installation	1
	Electrical Installation New Gerhold 20ft Concrete Pole Install in Median. Tap Existing power in Median. FPL, CITY FEES, SPECIAL PERMITTING FEES ARE BY OTHERS AND NOT INCLUDED IN THIS ESTIMATE	1

4. Proposal Notes and Assumptions

- All prices are quoted in USD and will remain firm and in effect through December 31, 2020.
- This Quote does not include anything outside the above stated bill of materials.
- Complete system includes 5-years parts/labor extended warranty, 5-years of software licenses and 5-years of commercial data.
- The expected lead time for hardware and installation is 30-60 days.

- Connectivity is assumed Cellular on department supplied cell card to the MDC for real time connectivity to LEARN database.
- Florida Power and Light Fees, City Fees, Special Permitting Fees are not included in this estimate.
- If the project requires additional work, design or time outside of the scope described within this agreement and increases cost to the City, this must be documented via joint execution of a Change Order between Motorola and the City.

5. Pricing

Motorola Solutions is pleased to present the City of Hallandale Beach with this quote for quality license plate recognition hardware and software. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your public safety needs.

This proposal includes all necessary hardware, software and installation services for eleven sites. Included within the price are Vigilant Camera License Keys (software licenses) for 5 years, commercial LPR data for 5 years, and a hardware extended warranty for 5 years.

This proposal utilizes the pricing structure set forth in the BSO Contract as shown in Exhibit B; Contract No. RLI 19053JLS "Base Layer Integration Software Platform" effective March 13, 2020.

<u>DESCRIPTION</u>	<u>MSRP</u>	<u>CONTRACT PRICE (-5%)</u>	<u>EXTENDED PRICE</u>
VaaS Vigilant ALPR Equipment	\$ 379,756.44	\$ 360,768.62	\$ 360,768.62
Service Integration & Installation			\$ 118,673.10
Total Price			\$ 479,441.72

6. Payment Terms

Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. Payments will be made in accordance with the following milestones:

20% of Contract Price upon contract signature;

20% of Contract Price delivery of hardware;

30% of Contract Price upon installation of hardware;

15% of Contract Price upon System Acceptance after 30-day Acceptance Period;

15% of Contract Price upon Project Completion.

Definition of Project Completion:

All hardware has been installed and operational (receiving consistent 90 percent hit rate)

All Permits have been completed and closed

All police personnel have been trained on the software by Motorola Personnel.

Definition of Acceptance Period:

The system has been functioning by providing a consistent 90 percent hit rate for 30 days, without system failures or system issues, barring any acts of God. Should system failures or system issues occur, the 30-day trial period will restart to day one for the intersection or site that had the failure, following resolution.

Motorola shall submit all invoices to City of Hallandale Beach at ____"address"____ and/or Accounts_Payable__"email'____, referencing the applicable billing milestone(s) submitted for payment.

Motorola reserves the right to make partial shipments of equipment and to request payment upon shipment of such equipment. In addition, Motorola reserves the right to invoice for installations completed on a site-by-site basis, when applicable.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1 Vigilant Agreement

Enterprise Service Agreement (ESA)

This Enterprise Service Agreement (the "Agreement") is made and entered into as of this _____ Day of _____, 202__ by and between Motorola Solutions, Inc. ("Motorola"), a Delaware corporation, and _____, a law enforcement agency (LEA) or other governmental agency, having its principal place of business at _____ ("Customer").

WHEREAS, Motorola designs, develops, licenses and services advanced video analysis software technologies for the law enforcement and security markets;

WHEREAS, Motorola provides access to license plate data as a value-added component of the Vigilant law enforcement package of license plate recognition equipment and software;

WHEREAS, Customer will separately purchase License Plate Recognition (LPR) hardware components from Motorola for use with the Software Products (as defined below);

WHEREAS, Customer desires to license from and receive service for the Software Products provided by Motorola;

WHEREAS, Customer may elect to purchase professional or subscription services in addition to the license and service for the Software Products and related services. Any such services will be governed by the terms in the applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased;

THEREFORE, In consideration of the mutual covenants contained herein this Agreement, Customer and Motorola hereby agree as follows:

I. Definitions:

"Addendum (Addenda)" is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Software Products contemplated in the Enterprise Service Agreement. The terms in the Addendum are applicable only to the specific service or offering described therein.

“BOOKING IMAGES” REFERS TO BOTH LEA BOOKING IMAGES AND COMMERCIAL BOOKING IMAGES.

“CJIS Security Policy” means the FBI CJIS Security Policy document as published by the FBI CJIS Information Security Officer.

“CLK” or “Camera License Key” means an electronic key that will permit each license of Motorola’s CarDetector brand LPR software or FaceAlert brand facial recognition software (one CLK per camera) to be used with other Motorola approved and licensed LPR hardware components (i.e., cameras and other hardware components provided by Motorola) and Software Products. CLKs shall be not issuable and if issued in error shall be removed and immediately rendered null and void for cameras and other hardware components that are not Motorola-authorized cameras and other hardware.

“COMMERCIAL BOOKING IMAGES” REFERS TO IMAGES COLLECTED BY COMMERCIAL SOURCES AND AVAILABLE ON LEARN WITH A PAID SUBSCRIPTION.

“Commercial LPR Data” refers to LPR data collected by private sources and available on LEARN with a separately paid subscription.

“Criminal Justice Information Services Division” or “CJIS” means the FBI division responsible for the collection, warehousing, and timely dissemination of relevant CJ to the FBI and to qualified law enforcement, criminal justice, civilian, academic, employment, and licensing agencies.

“Effective Date” means sixty (60) days subsequent to the date set forth in the first paragraph of this Agreement.

“Enterprise License” means a non-exclusive, non-transferable license to install and operate the Software Products, on applicable media provided by Vigilant. This Enterprise Service Agreement allows Customer to install the Software Products on such devices, in accordance with the selected Service Package(s), and allow benefits of all rights granted hereunder this Agreement.

“LEA BOOKING IMAGES” REFERS TO IMAGES COLLECTED BY LEAS AND AVAILABLE ON THE SOFTWARE SERVICE FOR USE BY OTHER LEAS. LEA BOOKING IMAGES ARE FREELY AVAILABLE TO LEAS AT NO COST AND ARE GOVERNED BY THE CONTRIBUTING LEA’S POLICIES.

“LEA LPR Data” refers to LPR data collected by LEAs and available on LEARN for use by other LEAs. LEA LPR Data is freely available to LEAs at no cost and is governed by the contributing LEA’s retention policy.

“Service Fee” means the amount due from Customer prior to the renewal of this Agreement as consideration for the continued use of the Software Products and Service Package benefits according to

Section VIII of this Agreement.

“Service Package” means the Customer designated service option(s) which defines the extent of use of the Software Products, in conjunction with any service and/or benefits therein granted as rights hereunder this Agreement.

“Service Period” has the meaning set forth in Section III (A) of this Agreement.

“Software Products” means Motorola’s Law Enforcement & Security suite of Software Products including CarDetector, Law Enforcement Archival & Reporting Network (LEARN), PlateSearch, Mobile Companion for Smartphones, Target Alert Service (TAS) server/client alerting package, FaceSearch, FaceAlert, and other software applications considered by Motorola to be applicable for the benefit of law enforcement and security practices. Software Products shall only be permitted to function on approved Motorola cameras and other hardware components provided by Motorola. Software Products shall not be permitted to operate on third-party provided or not Motorola-authorized hardware components, and if found to be operating on third-party provided hardware components Software Products shall be promptly removed by Customer.

“Technical Support Agents” means Customer’s staff person specified in the Contact Information Worksheet of this Agreement responsible for administering the Software Products and acting as Customer’s Software Products support contact.

“User License” means a non-exclusive, non-transferable license to install and operate the LPR Software Products, on applicable media, limited to a single licensee.

“Users” refers to individuals who are agents and/or sworn officers of the Customer and who are authorized by the Customer to access LEARN on behalf of Customer through login credentials provided by Customer.

II. Enterprise License Grant; Duplication and Distribution Rights:

Subject to the terms and conditions of this Agreement, Motorola hereby grants Customer an Enterprise License to the Software Products for the Term provided in Section III below. Except as expressly permitted by this Agreement, Customer or any third party acting on behalf of Customer shall not copy, modify, distribute, loan, lease, resell, sublicense or otherwise transfer any right in the Software Products. Except as expressly permitted by this Agreement, no other rights are granted by implication, estoppels or otherwise. Customer shall not eliminate, bypass, or in any way alter the copyright screen (also known as the “splash” screen) that may appear when Software Products are first started on any computer. Any use or redistribution of Software Products in a manner not explicitly stated in this Agreement, or not agreed to in writing by Motorola, is strictly prohibited.

III. Term; Termination.

A. Term. The initial term of this Agreement is for one (1) year beginning on the Effective Date (the “Initial Term”), unless earlier terminated as provided herein. Sixty (60) days prior to the expiration of the Initial Term and each subsequent Service Period, Motorola will provide Customer with an invoice for the Service Fee due for the subsequent twelve (12) month period (each such period, a “Service Period”). This Agreement and the Enterprise License granted under this Agreement will be extended for a Service Period upon Customer’s payment of that Service Period’s Service Fee, which is due 30 days prior to the expiration of the Initial Term or the existing Service Period, as the case may be. Pursuant to Section XIII below, Customer may also pay in advance for more than one Service Period.

B. Customer Termination. Customer may terminate this Agreement at any time by notifying Motorola of the termination in writing thirty (30) days prior to the termination date and deleting all copies of the Software Products. If Customer terminates this Agreement prior to the end of the Initial Term, Motorola will not refund or prorate any license fees, nor will it reduce or waive any license fees still owed to Motorola by Customer. Upon termination of the Enterprise License, Customer shall immediately cease any further use of Software Products. Customer may also terminate this agreement by not paying an invoice for a subsequent year’s Service Fee within sixty (60) days of invoice issue date.

C. Motorola Termination. Motorola has the right to terminate this Agreement by providing thirty (30) days written notice to Customer. If Motorola’s termination notice is based on an alleged breach by Customer, then Customer shall have thirty (30) days from the date of its receipt of Motorola’s notice of termination, which shall set forth in detail Customer’s purported breach of this Agreement, to cure the alleged breach. If within thirty (30) days of written notice of violation from Motorola Customer has not reasonably cured the described breach of this Agreement, Customer shall immediately discontinue all use of Software Products and certify to Motorola that it has returned or destroyed all copies of Software Products in its possession or control. If Motorola terminates this Agreement prior to the end of a Service Period for breach, no refund for any unused Service Fees will be provided. If Motorola terminates this Agreement prior to the end of a Service Period for no reason, and not based on Customer’s failure to cure the breach of a material term or condition of this Agreement, Motorola shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365.

IV. Warranty and Disclaimer; Infringement Protection; Use of Software Products Interface.

A. Warranty and Disclaimer. Motorola warrants that the Software Products will be free from all Significant Defects (as defined below) during the term of this Agreement (the “Warranty

Period"). "Significant Defect" means a defect in a Software Product that impedes the primary function of the Vigilant Software Product. This warranty does not include products not manufactured by Motorola. Motorola will repair or replace any Software Product with a Significant Defect during the Warranty Period; *provided, however*, if Motorola cannot substantially correct a Significant Defect in a commercially reasonable manner, Customer may terminate this Agreement and Motorola shall refund to Customer an amount calculated by multiplying the total amount of Service Fees paid by Customer for the then-current Service Period by the percentage resulting from dividing the number of days remaining in the then-current Service Period, by 365. The foregoing remedies are Customer's exclusive remedy for defects in the LPR Software Product. Motorola shall not be responsible for labor charges for removal or reinstallation of defective software, charges for transportation, shipping or handling loss, unless such charges are due to Motorola's gross negligence or intentional misconduct. **MOTOROLA DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY DAMAGES WHATSOEVER ARISING OUT OF THE USE OF, OR INABILITY TO USE, THE SOFTWARE PRODUCTS.**

B. Infringement Protection. If an infringement claim is made against Customer by a third-party in a court of competent jurisdiction regarding Customer's use of any of the Software Products, Motorola shall indemnify Customer, and assume all legal responsibility and costs to contest any such claim. If Customer's use of any portion of the Software Products or documentation provided to Customer by Motorola in connection with the Software Products is enjoined by a court of competent jurisdiction, Motorola shall do one of the following at its option and expense within sixty (60) days of such enjoinder: (1) Procure for Customer the right to use such infringing portion; (2) replace such infringing portion with a non-infringing portion providing equivalent functionality; or (3) modify the infringing portion so as to eliminate the infringement while providing equivalent functionality.

C. Use of Software Products Interface. Under certain circumstances, it may be dangerous to operate a moving vehicle while attempting to operate a touch screen or laptop screen and any of their applications. It is agreed by Customer that Customer's users will be instructed to only utilize the interface to the Software Products at times when it is safe to do so. Motorola is not liable for any accident caused by a result of distraction such as from viewing the screen while operating a moving vehicle.

V. Software Support, Warranty and Maintenance.

Customer will receive technical support by submitting a support ticket to Motorola's company support website or by sending an email to Motorola's support team. Updates, patches and bug fixes of the Software Products will be made available to Customer at no additional charge, although charges may be assessed if the Software Product is requested to be delivered on physical media. Motorola will provide Software Products support to Customer's Technical Support Agents through e-mail, fax and telephone.

VI. Camera License Keys (CLKs).

Customer is entitled to use of the Software Products during the term of this Agreement to set up and install the Software Products on an unlimited number of media centers within Customer's agency in accordance with selected Service Options. As Customer installs additional units of the Software Products and connects them to LPR cameras, Customer is required to obtain a Camera License Key (CLK) for each camera installed and considered in active service. A CLK can be obtained by Customer by going to Motorola's company support website and completing the online request form to Motorola technical support staff. Within two (2) business days of Customer's application for a CLK, Customer's Technical Support Agent will receive the requested CLK that is set to expire on the last day of the Initial Term or the then-current Service Period, as the case may be.

VII. Ownership of Software.

A. Ownership of Software Products. The Software Products are copyrighted by Motorola and remain the property of Motorola. The license granted under this Agreement is not a sale of the Software Products or any copy. Customer owns the physical media on which the Software Products are installed, but Motorola retains title and ownership of the Software Products and all other materials included as part of the Software Products.

B. Rights in Software Products. Motorola represents and warrants that: (1) it has title to the Software Products and the authority to grant license to use the Software Products; (2) it has the corporate power and authority and the legal right to grant the licenses contemplated by this Agreement; and (3) it has not and will not enter into agreements and will not take or fail to take action that causes its legal right or ability to grant such licenses to be restricted.

VIII. Data Sharing, Access and Security.

If Customer is a generator as well as a consumer of LPR Data, Customer at its option may share its LEA LPR Data with similarly situated LEAs who contract with Motorola to access LEARN (for example, LEAs who share LEA LPR Data with other LEAs). Motorola will not share any LEA LPR Data generated by the Customer without the permission of the Customer.

Motorola has implemented procedures to allow for adherence to the FBI CJIS Security Policy. The hosting facility utilizes access control technologies that meet or exceed CJIS requirements. In addition, Motorola has installed and configured network intrusion prevention appliances, as well as ensured that the configuration of the Microsoft environment adhere to the Windows Server Security Guide.

IX. Ownership and use of Data.

Motorola retains all title and rights to Commercial LPR Data and all Commercial Booking Images. Users

shall not utilize Commercial LPR Data or Commercial Booking Images on the behalf of other local, state or Federal LEAs. Customer retains all rights to LEA LPR Data and LEA Booking Images generated by the Customer. Should Customer terminate agreement with Motorola, a copy of all LEA LPR Data and LEA Booking Images generated by the Customer will be created and provided to the Customer. After the copy is created, all LEA LPR Data and LEA Booking Images generated by the Customer will be deleted from LEARN at the written request of an authorized representative of the Customer or per the Customer's designated retention policy, whichever occurs first. Commercial LPR Data, Commercial Booking Images, LEA LPR Data and LEA Booking Images should be used by the Customer for law enforcement purposes only.

X. Loss of Data, Irregularities and Recovery.

Motorola places imperative priority on supporting and maintaining data center integrity. Using redundant disk arrays, there is a virtual guarantee that any hard disk failure will not result in the corruption or loss of the valuable LPR data that is essential to the LEARN system and clients.

XI. Data Retention and Redundancy.

LEA LPR Data and LEA Booking Images are governed by the contributing LEA's retention policy. LEA LPR Data that reaches its expiration date will be deleted from LEARN. Motorola's use of redundant power sources, fiber connectivity and disk arrays ensure no less than 99% uptime of the LEARN LPR database server system.

XII. Account Access.

A. Eligibility. Customer shall only authorize individuals who satisfy the eligibility requirements of "Users" to access LEARN. Motorola in its sole discretion may deny access to LEARN to any individual based on such person's failure to satisfy such eligibility requirements. User logins are restricted to agents and sworn officers of the Customer. No User logins may be provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Motorola.

B. Security. Customer shall be responsible for assigning an Agency Manager who in turn will be responsible for assigning to each of Customer's Users a username and password (one per user account). A limited number of User accounts is provided. Customer will cause the Users to maintain username and password credentials confidential and will prevent use of such username and password credentials by any unauthorized person(s). Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if Customer becomes aware of any other breach or attempted breach of the security of any of its Users' accounts.

C. CJIS Requirements. Customer certifies that its LEARN users shall comply with the CJIS

requirements outlined in Exhibit B.

XIII. Service Package, Fees and Payment Provisions.

A. Service Package. This Enterprise License Agreement is based on one (1) of the three (3) following Service Package Options. Please select one (1) Service Package below:

☐

Service Package - Basic LPR Service Package:

- Vigilant Managed/Hosted LPR server LEARN Account
- Access to all Vigilant Software including all upgrades and updates
- Unlimited user licensing for the following applications:
 - LEARN, CarDetector and TAS

☐

Service Package - Option # 1 – Standard LPR Service Package:

- All Basic Service Package benefits
- Unlimited use of CarDetector – Mobile Hit Hunter (CDMS-MHH)
- Unlimited use of Vigilant’s LPR Mobile Companion smartphone application

☐

Service Package - Option # 2 – ‘Intelligence-Led Policing (ILP)’ Service Package:

- All Service Package Option # 1 benefits
- Mobile LPR hardware up to level of Tier (see Exhibit A)
- Use of Vigilant Facial Recognition technologies up to level of Tier
 - FaceSearch Account
 - FaceSearch Mobile Companion
 - Templates up to limit for FaceSearch Account (details in Exhibit A)
- Tiered based on size of department (Tier 1A up to 50 sworn officers Tier 1 up to 100 sworn officers, Tier 2 up to 200 sworn officers, Tier 3 up to 500 sworn officers, Tier 4 up to 1,000 sworn officers, Tier 5 up to 1,500 sworn officers, Tier 6 up to 2,000 sworn officers)
- States, Federal Agencies, and Departments with greater than 2,000 sworn fall under a, “Custom” Tier which will be defined in the Annual Service Fee Schedule if applicable.

B. Service Fee. Payment of each Service Fee entitles Customer to all rights granted under this Agreement, including without limitation, use of the Software Products for the relevant Service Period, replacement of CLKs, and access to the updates and releases of the Software Products and associated

equipment driver software to allow the Software Products to remain current and enable the best possible performance. The annual Service Fee due for a particular Service Period is based on the number of current Motorola issued CLK's at the time of Service Fee invoicing, and which will be used by Customer in the upcoming Service Period. A schedule of annual Service Fees is shown below:

Annual Service Fee Schedule (multiplied by number of CLK's Issued)					
Total # of CLK's under this ESA	0-14 CLK's	15-30 CLK's	31-60 CLK's	Over 60	
Basic Service	\$525.00	\$450.00	\$400.00	\$275.00	
Standard (Option # 1)	\$750.00	\$640.00	\$565.00	\$390.00	
ILP Subscriber CLK Renewal Fees	\$525.00	\$450.00	\$400.00	\$275.00	

Intelligence-Led Policing Service Package Annual Fee Schedule			
Tier	Mobile	Fixed	
ILP Tier 1B (Option #2)	\$ 11,750.00	\$ 22,250.00	
ILP Tier 1A (Option #2)	\$ 15,250.00	\$ 25,750.00	
ILP Tier 1 (Option #2)	\$ 18,750.00	\$ 29,250.00	
ILP Tier 2 (Option #2)	\$ 34,250.00	\$ 55,250.00	
ILP Tier 3 (Option #2)	\$ 55,250.00	\$ 86,750.00	
ILP Tier 4 (Option #2)	\$ 84,750.00	\$126,750.00	
ILP Tier 5 (Options #2)	\$117,495.00	\$169,995.00	
ILP Tier 6 (Option #2)	\$144,995.00	\$207,995.00	
ILP Tier 7 (Option #2)	\$185,000.00	\$251,000.00	
ILP Tier 8 (Option #2)	\$292,500.00	\$369,000.00	

Payment of the Service Fee is due thirty (30) days prior to the renewal of the then-current Service Period. All Service Fees are exclusive of any sales, use, value-added or other federal, state or local taxes (excluding taxes based on Motorola's net income) and Customer agrees to pay any such tax. Service Fees may increase by no higher than 4% per year for years after the first year of this agreement. For ILP (Option # 2) Tier packages, the Tier amount is due for subsequent periods and Basic Service CLK fees are due for all cameras from previous periods (this is in addition to the Annual Subscription Fee).

Customer and Motorola agree that the number of CLKs issued as of the Effective Date of this Agreement

is____[Insert Quantity]. All future additions of CLKs shall only be those as provided for in the definitions provided above.

C. Advanced Service Fee Payments. Motorola will accept advanced Service Fee payments on a case by case basis for Customers who wish to lock in the Service Fee rates for subsequent periods at the rates currently in effect, as listed in the table above. If Customer makes advanced Service Fee payments to Motorola, advanced payments to Motorola will be applied in full to each subsequent Service Period's Service Fees until the balance of the credits is reduced to a zero balance. System based advanced credits shall be applied to subsequent Service Fees in the amount that entitles Customer continued operation of the designated camera unit systems for the following Service Period until the credits are reduced to a zero balance.

D. Price Adjustment. Motorola has the right to increase or decrease the annual Service Fee from one Service Period to another; *provided, however*, that in no event will a Service Fee be increased by more than 4% of the prior Service Period's Service Fees. If Motorola intends to adjust the Service Fee for a subsequent Service Period, it must give Customer notice of the proposed increase on or before the date that Motorola invoices Customer for the upcoming Service Period.

XIV. Miscellaneous.

A. Limitation of Liability. IN NO EVENT SHALL MOTOROLA BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL DAMAGES INCLUDING DAMAGES FOR LOSS OF USE, DATA OR PROFIT, ARISING OUT OF OR CONNECTED WITH THE USE OF THE SOFTWARE PRODUCTS, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, EVEN IF MOTOROLA HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. IN NO EVENT WILL MOTOROLA'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE FEES PAID BY CUSTOMER TO MOTOROLA FOR THE SOFTWARE PRODUCTS LICENSED UNDER THIS AGREEMENT.

B. Confidentiality. Customer acknowledges that Software Products contain valuable and proprietary information of Motorola and Customer will not disassemble, decompile or reverse engineer any Software Products to gain access to confidential information of Motorola.

C. Assignment. Neither Motorola nor Customer is permitted to assign this Agreement without the prior written consent of the other party. Any attempted assignment without written consent is void.

D. Amendment; Choice of Law. No amendment or modification of this Agreement shall be effective unless in writing and signed by authorized representatives of the parties. This Agreement shall be governed by the laws of the state of Colorado without regard to its conflicts of law.

E. Complete Agreement; Order of Precedence. This Agreement constitutes the final and complete agreement between the parties with respect to the subject matter hereof, and supersedes any prior or contemporaneous agreements, written or oral, with respect to such subject matter. In interpreting this Agreement and resolving any ambiguities: The applicable service Addendum for the services contemplated therein will take precedence over the main body of the Agreement.

F. Relationship. The relationship created hereby is that of contractor and customer and of licensor and Customer. Nothing herein shall be construed to create a partnership, joint venture, or agency relationship between the parties hereto. Neither party shall have any authority to enter into agreements of any kind on behalf of the other and shall have no power or authority to bind or obligate the other in any manner to any third party. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Each party hereto represents that it is acting on its own behalf and is not acting as an agent for or on behalf of any third party.

G. No Rights in Third Parties. This agreement is entered into for the sole benefit of Motorola and Customer and their permitted successors, executors, representatives, administrators and assigns. Nothing in this Agreement shall be construed as giving any benefits, rights, remedies or claims to any other person, firm, corporation or other entity, including, without limitation, the general public or any member thereof, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries, property damage, or any other relief in law or equity in connection with this Agreement.

H. Construction. The headings used in this Agreement are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement. Any term referencing time, days or period for performance shall be deemed calendar days and not business days, unless otherwise expressly provided herein.

I. Severability. If any provision of this Agreement shall for any reason be held to be invalid, illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, such provision shall be construed so as to make it enforceable to the greatest extent permitted, such provision shall remain in effect to the greatest extent permitted and the remaining provisions of this Agreement shall remain in full force and effect.

J. Federal Government. Any use, copy or disclosure of Software Products by the U.S. Government is subject to restrictions as set forth in this Agreement and as provided by DFARS 227.7202-1(a) and 227.7202-3(a) (1995), DFARS 252.227-7013(c)(1)(ii) (Oct 1988), FAR 12.212(a)(1995), FAR 52.227-19, or FAR 52.227 (ALT III), as applicable.

K. Right to Audit. Customer, upon thirty (30) days advanced written request to Motorola, shall have the right to investigate, examine, and audit any and all necessary non-financial books, papers, documents, records and personnel that pertain to this Agreement and any other Sub Agreements.

L. Notices; Authorized Representatives; Technical Support Agents. All notices, requests, demands, or other communications required or permitted to be given hereunder must be in writing and must be addressed to the parties at their respective addresses set forth below and shall be deemed to have been duly given when (a) delivered in person; (b) sent by facsimile transmission indicating receipt at the facsimile number where sent; (c) one (1) business day after being deposited with a reputable overnight air courier service; or (d) three (3) business days after being deposited with the United States Postal Service, for delivery by certified or registered mail, postage pre-paid and return receipt requested. All notices and communications regarding default or termination of this Agreement shall be delivered by hand or sent by certified mail, postage pre-paid and return receipt requested. Either party may from time to time change the notice address set forth below by delivering 30 days advance notice to the other party in accordance with this section setting forth the new address and the date on which it will become effective.

Motorola Solutions Attn: Sales 500 W Monroe St Chicago, IL 60661	Customer: _____ Attn: _____ Address: _____ _____
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M. Authorized Representatives; Technical Support Agents. Customer's Authorized Representatives and its Technical Support Agents are set forth below in the Contact Information Worksheet. Customer's Authorized Representative is responsible for administering this Agreement and Customer's Technical Support Agents are responsible for administering the Software Products and acting as Customer's Software Products support contact. Either party may from time to time change its Authorized Representative, and Customer may from time to time change its Technical Support Agents, in each case, by delivering 30 days advance notice to the other party in accordance with the notice provisions of this Agreement.

N. Facial Recognition Image Integration. Customer may elect, at its sole discretion, to have Motorola enable the ability for the Customer's existing facial recognition images to be imported into its FaceSearch gallery. This process requires some reformatting of the data for compatibility. The data remains property of the Customer, is maintained according to the retention policy set by the Customer and is shared to other agencies under the rules defined by the Customer. This service is at an additional cost. Motorola uses a third-party service from The Center for Law Enforcement Technology, Training, & Research, Inc. (LETTR) to deliver this service. If the Customer elects to use this service, it acknowledges that The Center for Law Enforcement Technology, Training, & Research, Inc. a non-profit, 501(c)(3)

corporation, working under contract with Motorola and acting on behalf of the Customer, will perform the described services for law enforcement information sharing purposes.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the Effective Date.

Company: Motorola Solutions, Inc.

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Customer Organization: _____

Authorized Agent: _____

Title: _____

Date: _____

Signature: _____

Enterprise Service Agreement Contact Information Worksheet

Please complete the following contact information for your Software Products Enterprise License program.

Enterprise License Agreement Holder	
Company / Agency Name:	
Company / Agency Type:	
Address:	

Primary Contact			
Name:			
Title:		Phone:	
Email:			
Supervisor Information			
Name:			
Title:		Phone:	
Email:			
Financial Contact (Accounts Payable)			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 1			
Name:			
Title:		Phone:	
Email:			
Technical Support Contact # 2			
Name:			
Title:		Phone:	
Email:			

For questions or concerns, please contact Motorola Solutions' sales team:

sales@vigilantsolutions.com

1-925-398-2079

Exhibit 1a: Option # 2 ILP Tier Package Components

ILP Bundle for Agencies of Up to 25 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	ILP Bundle for Agencies of Up to 50 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images
ILP Bundle for Agencies of 51 to 100 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - One (1) 3-Camera Mobile LPR System or Three (3) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 5,000 images 	ILP Bundle for Agencies of 101 to 200 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Two (2) 3-Camera Mobile LPR System or Six (6) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 20,000 images
ILP Bundle for Agencies of 201 to 500 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Three (3) 3-Camera Mobile LPR System or Nine (9) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 50,000 images 	ILP Bundle for Agencies of 501 to 1,000 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Four (4) 3-Camera Mobile LPR Systems or Twelve (12) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 75,000 images
ILP Bundle for Agencies of 1,000 to 1,500 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Five (5) 3-Camera Mobile LPR Systems or Fifteen (15) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion 	ILP Bundle for Agencies of 1,501 to 2,000 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Six (6) 3-Camera Mobile LPR Systems or Eighteen (18) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion

<ul style="list-style-type: none"> - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 100,000 images 	<ul style="list-style-type: none"> - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 200,000 images
ILP Bundle for Agencies up to 2,500 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Seven (7) 3-Camera Mobile LPR Systems or Twenty one (24) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 250,000 images 	ILP Bundle for Agencies up to 5,000 Sworn Includes: <ul style="list-style-type: none"> - Agency license for LEARN SaaS - Unlimited access to Commercial LPR data - Eight (8) 3-Camera Mobile LPR Systems or Twenty four (24) Fixed Camera Systems - First year of Basic and Standard Service Packages - LEARN-Mobile Companion - Mobile Hit Hunter - Agency license for FaceSearch - Image gallery up to 500,000 images

Exhibit 1b: CJIS Requirements

Motorola and the Customer agree on the importance of data security, integrity and system availability and that these security objectives will only be achieved through shared responsibility. Motorola and the Customer agree they will more likely be successful with information security by use of the Motorola supplied technical controls and client Customer use of those controls; in conjunction with agency and personnel policies to protect the systems, data and privacy.

Motorola and the Customer agree that Customer owned and FBI-CJIS supplied data in Motorola systems does not meet the definition of FBI-CJIS provided Criminal Justice Information (CJI). Regardless, Motorola agrees to treat the Customer-supplied information in Motorola systems as CJI. Motorola will strive to meet those technical and administrative controls; ensuring the tools are in place for the proper protection of systems, information and privacy of individuals to the greatest degree possible.

Motorola and the Customer agree that information obtained or incorporated into Motorola systems may be associated with records that are sensitive in nature having, tactical, investigative and Personally Identifiable Information. As such, that information will be treated in accordance with applicable laws, policies and regulations governing protection and privacy of this type of data.

Motorola and the Customer agree that products and services offered by Motorola are merely an investigative tool to aid the client in the course of their duties and that Motorola make no claims that direct actions be initiated based solely upon the information responses or analytical results. Further, Motorola and the Customer agree that the Customer is ultimately responsible for taking the appropriate actions from results, hits, etc. generated by Motorola products and require ongoing training, human evaluation, verifying the accuracy and currency of the information, and appropriate analysis prior to

taking any action.

As such, the parties agree to do the following with respect to Software Products, and the obligations contained herein do not apply to any products, software or services supplied by Motorola other than the Software Products

Motorola:

1. Motorola has established the use of FBI-CJIS Security Policy as guidance for implementing technical security controls in an effort to meet or exceed those Policy requirements.
2. Motorola agrees to appoint a CJIS Information Security Officer to act as a conduit to the client Contracting Government Agency, Agency Coordinator, to receive any security policy information and disseminate to the appropriate staff.
3. Motorola agrees to adhere to FBI-CJIS Security Policy Awareness Training and Personnel Screening standards as required by the Customer.
4. Motorola agrees, by default, to classify all client supplied data and information related to client owned infrastructure, information systems or communications systems as "Criminal Justice Data". All client information will be treated at the highest level of confidentiality by all Motorola staff and authorized partners. Motorola has supporting guidance/policies for staff handling the full life cycle of information in physical or electronic form and has accompanying disciplinary procedures for unauthorized access, misuse or mishandling of that information.
5. Motorola will not engage in data mining, commercial sale, unauthorized access and/or use of any of Customer owned data.
6. Motorola and partners agree to use their formal cyber Incident Response Plan if such event occurs.
7. Motorola agrees to immediately inform Customer of any cyber incident or data breach, to include DDoS, Malware, virus, etc. that may impact or harm client data, systems or operations so proper analysis can be performed and client Incident Response Procedures can be initiated.
8. Motorola will only allow authorized support staff to access the Customer's account or Customer data in support of Customer as permitted by the terms of contracts.
9. Motorola agrees to use training, policy and procedures to ensure support staff use proper handling, processing, storing, and communication protocols for Customer data.
10. Motorola agrees to protect client systems and data by monitoring and auditing staff user activity to ensure that it is only within the purview of system application development, system maintenance or the support roles assigned.
11. Motorola agrees to inform the Customer of any unauthorized, inappropriate use of data or systems.
12. Motorola will design software applications to facilitate FBI-CJIS compliant information handling, processing, storing, and communication of Customer.

13. Motorola will advise Customer when any software application or equipment technical controls are not consistent with meeting FBI-CJIS Policy criteria for analysis and due consideration.
14. Motorola agrees to use the existing Change Management process to sufficiently plan for system or software changes and updates with Rollback Plans.
15. Motorola agrees to provide technical security controls that only permit authorized user access to Customer owned data and Motorola systems as intended by the Customer and data owners.
16. Motorola agrees to meet or exceed the FBI-CJIS Security Policy complex password construction and change rules.
17. Motorola will only provide access to Motorola systems and Customer owned information through Customer managed role-based access and applied sharing rules configured by the Customer.
18. Motorola agrees to provide technical controls with additional levels of user Advanced Authentication in Physically Non-Secure Locations.
19. Motorola agrees to provide compliant FIPS 140-2 Certified 128-bit encryption to Customer owned data during transport and storage ("data at rest") while in the custody and control of Motorola.
20. Motorola agrees to provide firewalls and virus protection to protect networks, storage devices and data.
21. Motorola agrees to execute archival, purges and/or deletion of data as configured by the data owner.
22. Motorola agrees to provide auditing and alerting tools within the software applications so Customer can monitor access and activity of Motorola support staff and Customer users for unauthorized access, disclosure, alteration or misuse of Customer owned data. (Motorola support staff will only have access when granted by the Customer.)
23. Motorola will only perform direct support remote access to Customer systems/infrastructure when requested, authorized and physically granted access to the applications/systems by the Customer. This activity will be documented by both parties.
24. Motorola creates and retains activity transaction logs to enable auditing by the Customer data owners and Motorola staff.
25. Motorola agrees to provide physical protection for the equipment-storing Customer data along with additional technical controls to protect physical and logical access to systems and data.
26. Motorola agrees to participate in any Information or Technical Security Compliance Audit performed by the Customer, state CJIS System Agency or FBI-CJIS Division.

27. Motorola agrees to perform independent employment background screening for its' staff and participate in additional fingerprint background screening as required by Customer.
28. Motorola agrees that the Customer owns all Customer contributed data to include "hot-lists", scans, user information etc., is only shared as designated by the client and remains the responsibility and property of the Customer.

Customer:

1. Customer agrees to appoint an Agency Coordinator as a central Point of Contact for all FBI-CJIS Security Policy related matters and to assign staff that are familiar with the contents of the FBI-CJIS Security Policy.
2. Customer agrees to have the Agency Coordinator provide timely updates with specific information regarding any new FBI-CJIS, state or local information security policy requirements that may impact Motorola compliance or system/application development and, to facilitate obtaining certifications, training, and fingerprint-based background checks as required.
3. Customer agrees to inform Motorola when any FBI-CJIS Security Awareness Training, personnel background screening or execution of FBI-CJIS Security Addendum Certifications are required.
4. Customer agrees to immediately inform Motorola of any relevant data breach or cyber incident, to include DDoS, Malware, virus, etc. that may impact or harm Motorola systems, operations, business partners and/or other Customers, so proper analysis can be performed, and Incident Response Procedures can be initiated.
5. Customer agrees that they are responsible for the legality and compliance of information recorded, submitted or placed in Motorola systems and use of that data.
6. Customer agrees that they are responsible for proper equipment operation and placement of equipment.
7. Customer agrees that they are responsible for vetting authorized user access to Motorola systems with due consideration of providing potential access to non-Customer information.
8. Customer agrees that responsibility and control of persons granted access to purchased Motorola systems, along with data stored and transmitted via Motorola systems, is that of the Customer.
9. Customer agrees that they have responsibility for all data security, handling and data protection strategies from point of acquisition, during transport and until submission ("Hotlist upload") into Motorola systems.
10. Customer agrees to reinforce client staff policies and procedures for secure storage and protection of Motorola system passwords.

11. Customer agrees to reinforce client staff policies for creating user accounts with only government domain email addresses. Exceptions will be granted in writing.
12. Customer agrees to reinforce client staff policies for not sharing user accounts.
13. Customer agrees to use Motorola role-based access as designed to foster system security and integrity.
14. Customer agrees that they control, and are responsible for, appropriate use and data storage policies as well as procedures for the data maintained outside the Motorola systems. This includes when any information is disseminated, extracted or exported out of Motorola systems.
15. Customer agrees that they control and are responsible for developing policies, procedures and enforcement for applying deletion/purging and dissemination rules to information within and outside the Motorola systems.
16. Customer agrees that it is their responsibility to ensure data and system protection strategies are accomplished through the tools provided by Motorola for account and user management features along with audit and alert threshold features.
17. Customer agrees to use the “virtual escorting” security tools provided for managing client system remote access and monitor Motorola support staff when authorized to assist the client.
18. Customer agrees that the Motorola designed technical controls and tools will only be effective in conjunction with Customer created policies and procedures that guide user access and appropriate use of the system.
19. Customer agrees that information and services provided through Motorola products do not provide any actionable information, Customer users are responsible for the validity and accuracy of their data and developing procedures to verify information with the record owner and other systems (NCIC) based upon the potential lead generated.

Exhibit 2

EQUIPMENT SALE ADDENDUM

This Addendum is to the Enterprise Service Agreement (“Primary Agreement”) and provides additional or different terms and conditions to govern the sale of equipment and related software provided by Motorola. The terms in this Addendum are integral to and incorporated into the Primary Agreement. 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, as to the inconsistency only.

1. Exhibits

The Exhibits listed below are incorporated into and made a part of this Addendum. In interpreting this Addendum and resolving any ambiguities, the main body of this Addendum takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order. Documents included in the proposal and listed below as Exhibits are incorporated by this reference.

Exhibit 1	Motorola “Software License Agreement”
Exhibit 2	Equipment List.(as shown in Section 3 of proposal)

2. DEFINITIONS

All capitalized terms not otherwise defined herein shall have the same meaning as defined in the Primary Agreement.

2.1. “Product Price” means the price for the equipment and related Software and installation or related services, excluding applicable sales or similar taxes and freight charges.

2.2. “Effective Date” means that date upon which the last Party executes the Primary Agreement or, the date on which the last Party executes the Addendum, whichever is later.

2.3. “Equipment” means the equipment listed in the Equipment List that Customer purchases from Motorola pursuant to this Addendum.

2.4 “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.

2.5. “Motorola Software” means Software that Motorola or its affiliated company owns.

2.6. “Non-Motorola Software” means Software that another party owns.

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

2.8. “Products” mean the Equipment and Software sold by Motorola under this Addendum.

2.9. “Proprietary Rights” means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, ideas and concepts, moral rights, processes, methodologies, tools, techniques, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Addendum and any corrections,

bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

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

2.11. "Specifications" means the functionality and performance requirements that are described in the Proposal/Quote or Technical and Implementation Documents (as applicable).

2.12 "Warranty Period" means one (1) year from the date of shipment of the Products.

3. SCOPE AND TERM

3.1. SCOPE OF WORK. Motorola will provide and install (if applicable) the Products, and perform its other contractual responsibilities, all in accordance with this Addendum.

3.2. CHANGE ORDERS. Either Party may request changes within the general scope of this Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. TERM. Unless terminated in accordance with other provisions of the Primary Agreement or extended by mutual agreement of the Parties, the term of this Addendum begins on the Effective Date and continues until the expiration of the Warranty Period or three (3) years from the Effective Date, whichever occurs last.

3.4. ADDITIONAL EQUIPMENT OR SOFTWARE. During the Term of this Addendum, Customer may order additional Equipment or Software if it is then available. Each order must refer to the Primary Agreement and Addendum and must specify the pricing and delivery terms. Notwithstanding any additional or contrary terms in the order, the applicable provisions of this Addendum (except for pricing, delivery, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Payment is due within thirty (30) days after the invoice date, and Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed

3.5. MAINTENANCE SERVICE. This Addendum does not cover maintenance or support of the Products except as provided under the warranty. If Customer wishes to purchase maintenance or support, Motorola will provide a separate maintenance and support proposal upon request.

3.6. MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.7. NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to Customer 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. Upon request by Customer, 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 Customer a copy of the applicable standard license (or specify where that license may be found); and provide to Customer 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).

3.8 SUBSTITUTIONS. At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

Section 4 ACCEPTANCE, PERFORMANCE SCHEDULE AND DELAYS

4.1 Acceptance of the Products will occur upon delivery to Customer.

4.2 If this Addendum includes the performance of services relating to the Product, the proposal/quote or statement of work will describe the performance schedule, or if there is no performance schedule, within a reasonable period of time.

Section 5 CONTRACT PRICE, PAYMENT, AND INVOICING

5.1. PRODUCT PRICE. The Product Price in U.S. dollars is set forth in Exhibit B and is due and payable upon Acceptance.

5.2. INVOICING AND PAYMENT. Motorola will submit invoices to Customer for Products and for installation or related services when they are performed. Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For Customer's reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800

5.3 FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

SECTION 6 SITES AND SITE CONDITIONS

6.1. ACCESS TO SITES. If Motorola is providing installation or other services, Customer will provide all necessary construction and building permits, licenses, and the like; 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 contractual duties.

6.2. SITE CONDITIONS. If Motorola is providing installation or other services at Customer's sites, Customer will ensure that these work sites be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer 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 Products.

Section 7 REPRESENTATIONS AND WARRANTIES

7.1. EQUIPMENT WARRANTY. During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

7.2. **MOTOROLA SOFTWARE WARRANTY.** Unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.

7.3. **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; Customer'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.

7.4. **WARRANTY CLAIMS.** To assert a warranty claim, Customer 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 Customer) 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 Customer 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.

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

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

SECTION 2SECTION 8 INDEMNIFICATION

8.1. **GENERAL INDEMNITY BY MOTOROLA.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Addendum, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Addendum.

SECTION 38.2. PATENT AND COPYRIGHT INFRINGEMENT INDEMNIFICATION

8.2.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to

Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

8.2.2. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

8.2.3. Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Addendum; or (f) the failure by Customer 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.

8.2.4. This Section 8.2 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Addendum or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 8 are subject to and limited by the restrictions set forth in Section 9.

SECTION 9 LIMITATION OF LIABILITY

Except for personal injury, death or damage to tangible property, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services 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 ADDENDUM, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS ADDENDUM.** This limitation of liability provision survives the expiration or termination of the Addendum and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Addendum may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

Section 10 GENERAL

10.1. **TAXES.** The Contract Price does not include excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the

date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

10.2 MISCELLANEOUS. This addendum may be executed in multiple 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 a 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 Addendum shall be treated as and shall have the same effect as an original signed copy of this document.

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

The Parties hereby enter into this Addendum as of the Effective Date.

Motorola Solutions, Inc.

Customer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT 2a
MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and _____ ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Camera License Key" or "CLK" means an electronic key that will permit each license of Software to be used with license plate recognition ("LPR") cameras obtained from Motorola. Each LPR camera must have a valid CLK.

1.2 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.3 "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).

1.4 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.5 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.6 "Primary Agreement" means the Addendum to which this exhibit is attached.

1.7 "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.

1.8 "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 proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the continued payment of applicable CLK fees, Motorola grants to Licensee during the Term of the Enterprise Software Agreement, 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. Except with prior written approval from Motorola, Licensee may not use the Software on or in connection with any LPR cameras other than the Equipment purchased from Motorola.

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 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; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THIS SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

4.1.1 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 as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Licensee must obtain a valid CLK for each LPR camera installed and considered in active service during the term of the Enterprise Software Agreement. Payment for the CLK must be received in advance, and will entitle Licensee to use the Software in connection with such camera. Unless otherwise

provided in this Agreement, each CLK is good for one year. CLK's shall not be issuable, and if issued in error shall be null and void, for cameras and other hardware components that are not Motorola-approved.

4.4 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.

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. Unless otherwise stated in the Primary Agreement, 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. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

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.

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.

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 term of the Enterprise Software Agreement, provided that applicable CLK fees are received.

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 COMMERCIAL COMPUTER SOFTWARE

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s)

authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

4.1.2 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 Equipment Sale Addendum.

4.1.3 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 to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. 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, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

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.

