

City of Hallandale Beach CCTV Citywide Expansion - Phase 2 Budgetary





MOTOROLA
SOLUTIONS

Capt. Raul Rivera
City of Hallandale Beach Police Dept.
City Hall, 400 N Federal Hwy,
Hallandale Beach, FL 33009

Subject: City of Hallandale Beach CCTV Citywide Expansion - Phase 2 Budgetary

Dear Capt. Raul Rivera,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide the City of Hallandale with high-quality communications equipment and services. Included in this proposal are the Hardware, Software, and Installation services for CCTV Cameras.

Project Summary

This proposal is for the City of Hallandale Beach Citywide CCTV Expansion Project. The proposal includes the latest generation of Motorola Avigilon CCTV cameras to be installed at various locations throughout the city with live and recorded video surveillance, video, and vehicle analytics.

This offer described herein shall be provided under the terms and conditions of the Agreement by and between the Broward Sheriff's Office and Motorola Solutions, Inc. for Broward Sheriff's Office Contract - RLI / RFP 19053JLS and the additional terms included in this proposal. The City of Hallandale Beach may accept this proposal by signing the acknowledgement in section 2.3 (Contractual Documentation) of this proposal.

Should you have any questions, please do not hesitate to contact Josh Trifiletti, Area Sales Manager at 954-736-9056 or email at jtrif@motorolasolutions.com

Daniel Sanchez
Territory Vice-President
MOTOROLA SOLUTIONS, INC.

1. Summary

- Provide and install Avigilon CCTV Camera equipment listed in Table 1: Locations
- All Hardware listed in Table 2: Pricing Table comes with a 5-Year Manufacturer's Warranty, 1-Year Labor Warranty.
- All Avigilon Alta Cameras are licensed for 5 Years
- CCTV Smarthubs come with 5 Years of LTE Data Connectivity

2. Scope of Work

2.1. Streetlight Cameras

- Provide, install, and configure 37 Avigilon CCTV Cameras at specified locations.

2.2. Bridge Park Cameras

- Provide, install, and configure 3 Avigilon CCTV Cameras.
- Provide, install, and configure 3 Outdoor PoE++ Switches with LTE Connectivity

3. Motorola Responsibilities

- Provide, install & configure equipment.
- Provide and install required materials.

4. Customer Responsibilities

- Provide access to the site.
- LTE SIM card for Data connectivity

Table 1: Locations

Site #	Site Address	Scope
1	SW 4th Terrace and 11th St	Avigilon Multisensor Camera with Smarhub
2	SW 4th Terrace and 9th St	Avigilon Multisensor Camera with Smarhub
3	SW 6th Ave and 9th St	Avigilon Multisensor Camera with Smarhub
4	SW 8th Ave and 11th St	Avigilon Multisensor Camera with Smarhub
5	SW 11th Ave and 11th St	Avigilon Multisensor Camera with Smarhub
6	SW 10th Ave and 3rd St	Avigilon Multisensor Camera with Smarhub
7	SW 11th Ave and 3rd St	Avigilon Multisensor Camera with Smarhub
8	SW 8th Ave and 2nd St	Avigilon Multisensor Camera with Smarhub
9	SW 6th Ave and 2nd St	Avigilon Multisensor Camera with Smarhub
10	SW 6th Ave and 1st St	Avigilon Multisensor Camera with Smarhub
11	SW 4th Ave and 1st St	Avigilon Multisensor Camera with Smarhub
12	SW 4th Ave and 2nd St	Avigilon Multisensor Camera with Smarhub
13	SW 2nd Ave and 3rd St	Avigilon Multisensor Camera with Smarhub
14	SW 2nd Ave and 7th St	Avigilon Multisensor Camera with Smarhub
15	SW 6th Ave and 4th St	Avigilon Multisensor Camera with Smarhub
16	SW 8th Ave and 4th Ct	Avigilon Multisensor Camera with Smarhub
17	SW 8th Ave and 8th St	Avigilon Multisensor Camera with Smarhub
18	SW 10th Ave and 8th St	Avigilon Multisensor Camera with Smarhub
19	NW 11th Ave and 7th Ct	Avigilon Multisensor Camera with Smarhub
20	NW 3rd Ct and 3rd Ave	Avigilon Multisensor Camera with Smarhub
21	NW 4th Ave and 3rd St	Avigilon Multisensor Camera with Smarhub
22	NW 2nd Ave and NW 3rd St	Avigilon Multisensor Camera with Smarhub
23	N Dixie Hwy and 3rd St	Avigilon Multisensor Camera with Smarhub
24	NW 6th Ave and 3rd St	Avigilon Multisensor Camera with Smarhub
25	NE 1st Ave and 3rd St	Avigilon Multisensor Camera with Smarhub
26	NE 3rd Ave and 3rd St	Avigilon Multisensor Camera with Smarhub
27	Three Islands Blvd and Parkview Dr	Avigilon Multisensor Camera with Smarhub
28	NE 25th Ave and Parkview Dr	Avigilon Multisensor Camera with Smarhub
29	Atlantic Shores Blvd and Three Islands Blvd	Avigilon Multisensor Camera with Smarhub
30	Three Islands Blvd and NE 11th St	Avigilon Multisensor Camera with Smarhub
31	S Dixie Hwy and SE 3rd St	Avigilon Multisensor Camera with Smarhub
32	SE 1st Ave and 3rd St	Avigilon Multisensor Camera with Smarhub
33	S Dixie Hwy and County Line	Avigilon Multisensor Camera with Smarhub
34	SW 10th Ave and 2nd St	Avigilon Multisensor Camera with Smarhub
35	NE 14th Ave and Atlantic Shores Blvd	Avigilon Multisensor Camera with Smarhub

36	NE 8th Ave and Atlantic Shores Blvd	Avigilon Multisensor Camera with Smarhub
37	Hallandale Beach Blvd Bridge Park	(3) Avigilon Multisensor Cameras with Outdoor PoE Switch and LTE Router

5. Pricing & Payment Milestones

Table 2: Pricing Table

Pricing Table				
Cameras				
Item #	Description	Qty	Unit Price	Line Total
32C-H5A-4MH-30	8MP 4 head H5A Multisensor Camera; Alta 30 Day	40	\$3,409.00	\$136,360
Accessories				
Item #	Description	Qty	Unit Price	Line Total
PLMT-1001	Pole Mount for Large Pendant WLMT-1001	3	\$115.00	\$345.00
WLMT-1001	Wall Mount for large pendant camera	3	\$121.00	\$363.00
H4AMH-AD-IRIL1	Optional IR illuminator ring, for use with H5AMH-DO-COVR1	3	\$389.40	\$1,168.20
NPTA-1001	1.5 inch NPT Adapter for Large Pendant Mount Camera	37	\$65.67	\$2,429.79
H5AMH-AD-PEND1	Outdoor pendant mount adapter	40	\$199.28	\$7,971.20
H5AMH-DO-COVR1	Dome bubble and cover	40	\$199.28	\$7,971.20
Networking				
Item #	Description	Qty	Unit Price	Line Total
GS-O5G-4	Outdoor Managed PoE++ Switch w/ LTE Modem	3	\$3,997.00	\$11,991.00
HUB-01-SHS	Outdoor Streetlight SmartHub w/ 5 Year Warranty and 5 Year Data Connectivity	37	\$17,279.00	\$639,323.00
Software Subscription				
Item #	Description	Qty	Unit Price	Line Total
AWA-CLD-5Y	Alta Aware License - 5 Year	40	\$799.00	\$31,960.00
Services				
Item #	Description	Qty	Unit Price	Line Total
Services	"See Scope of Work"	1	\$439,207.00	\$439,207.00
MSRP Subtotal				\$1,279,089
BSO Contract Discount				-\$63,954
Volume Incentive (Expires 10/2025)				-\$77,894
Grand Total				\$1,137,241

Table 3: Payment Milestones Table

Payment Milestones			
Milestone Payment 1	Contract Signature & Execution	20%	\$227,448
Milestone Payment 2	Shipment of Equipment	30%	\$341,172
Milestone Payment 3	Installation of 20 Sites	20%	\$227,448
Milestone Payment 4	Installation of the final 20 Sites	20%	\$227,448
Milestone Payment 5	Final Acceptance	10%	\$113,724
		Total	\$1,137,241.00

When customer signs off on acceptance, the completed work transitions into warranty and service and is no longer tied to the project. Accepted completed installs will not be subject to subsequent milestone signoff.

Motorola Solutions shall invoice the CITY in accordance with the Table 4: Payment Milestones. Motorola Solutions shall submit all invoices referencing the applicable billing milestone(s) submitted for payment to Capt. Raul Rivera, City of Hallandale Beach Police Dept., at 400 S Federal Hwy, Hallandale Beach, FL 33009, rrivera@hallandalebeachfl.gov. The CITY will make payments to MOTOROLA within thirty (30) days after the date of each invoice. The CITY will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution.

6. Pricing Validity

Pricing is valid for 60 days from the date on this proposal.

7. Contractual Documentation

This proposal shall be provided under the terms and conditions of the Agreement by and between the Broward Sheriff's Office and Motorola Solutions, Inc. for Broward Sheriff's Office Contract - RLI / RFP 19053JLS ("Primary Agreement") and the terms set out below.

The Parties agree that this proposal shall be governed by the terms and conditions set out in this proposal

Motorola Solutions, Inc.

Customer: City of Hallandale Beach, FL

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Avigilon Alta Terms of Service

These Avigilon Alta Terms of Service (this “Agreement”) govern your use of the Avigilon Alta security suite as a service, software as a service or other hosted offering (the “Services”) made available to you under this Agreement. This Agreement is a binding legal contract between you or the entity on whose behalf you accept this Agreement (“you” and “your”) and Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661, including affiliated companies (“Motorola”). You and Motorola may each be referred to as a “Party” and collectively as the “Parties.” By accessing or using the Services, you agree that you have read, understood and agree to be bound by this Agreement, as amended from time to time. If you do not or cannot agree to be bound by this Agreement, you may not access or use the Services. If you are accessing or using the Services on behalf of a person or an organization, you are agreeing to this Agreement for that person or organization and representing to Motorola that you have authority to bind that person or organization to this Agreement.

1. **Services.** Subject to your continued compliance with this Agreement, you may access and use the Services for your internal business purposes only, in accordance with the Documentation. The Services include access to Motorola’s generally available documentation for use and operation of the Services (the “Documentation”). “Order” means each ordering document (e.g. an order or order form) that references this Agreement or the Services and is between you and one of Motorola’s authorized distributors or resellers pursuant to which you purchase a term-based right to use the Services.
2. **Authorized Users.** Unless otherwise specified in an Order, you will only permit the individuals you authorize (“Authorized Users”) to utilize a username and password (“Account Information”). If you are an employer, you will ensure that all of your Authorized Users comply with the terms of this Agreement and you will be jointly and severally liable for all acts and omissions of Authorized Users related to their access or use of the Services, and any failure by such Authorized User to comply with the terms of this Agreement will constitute a breach by you. You will ensure the security and confidentiality of each Authorized Users’ Account Information, and you are responsible for all activities performed in the Services with the Account Information.
3. **Modifications.** Motorola may, at any time and in its sole discretion, modify, upgrade or release a new version of the Services, or any portion of its features and functions. Unless otherwise expressly and separately agreed to by Motorola, any modification or new version of the Service will be subject to the terms of this Agreement. Documentation for any Service may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Service may be subject to additional Fees. Motorola will use commercially reasonable efforts to notify you of any material detrimental change to or discontinuation of the Services. If you establish that a change made by Motorola pursuant to this Section has a materially adverse effect on your authorized use of the Services, you may notify Motorola in writing, and Motorola may propose resolutions or work-arounds. If Motorola is unable to provide you with a resolution or work-around reasonably satisfactory to you, then notwithstanding anything to the contrary, you may terminate this Agreement upon written notice to Motorola.
4. **Beta Services.** If Motorola makes any beta version of a Service (“Beta Service”) available to you, you may choose to use such Beta Service at your own discretion, provided that you will use the Beta Service solely for purposes of your own internal evaluation of such Beta Service. You acknowledge and agree that all Beta Services are offered “as-is” and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. You acknowledge that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.
5. **License Grant; Software.** Subject to the terms of this Agreement and the applicable Order, Motorola grants you a limited, non-exclusive license for the Term to access and use the Services for your internal business purposes in a manner consistent with the Documentation. The Services may require the downloading, use, or installation of software (“Software”) to function (e.g. software embedded at your location or on your equipment or systems). Software provided to you as part of the Service may be

provided under the end user license agreement included with such software or applicable terms of service. If the Software is not provided with an end user license agreement, Motorola grants you a limited, non-exclusive, non-sublicensable license for the Term to use such Software only to access and use the Services subject to this Agreement. You are responsible for downloading and installing the current version of such Software, as it may be updated from time to time. The Software may periodically check for updates that will be automatically installed on your equipment or systems without providing any additional notice or requiring any additional consent from you. By accepting this Agreement, you agree to receive these types of automatic updates without any additional notice, and you consent to these automatic updates. If you do not want updates, you must stop using the Services and Software and terminate your account; otherwise, you will receive these updates automatically. You acknowledge that installing updates may be required for continued use of the Services and the Software, and you agree to promptly install any updates provided by Motorola.

6. **Availability Service Level.** Unless a different Services availability level is set forth in the Order, Motorola shall use commercially reasonable efforts to make the Services available twenty four (24) hours a day, seven (7) days a week, except for unavailability of Beta Services and unavailability due to (a) system maintenance and planned downtime (of which Motorola shall use reasonable efforts to give prior notice) and (b) any unavailability caused by: (i) your software or hardware or Third Party Software or hardware; (ii) circumstances beyond Motorola's reasonable control, including but not limited to internet service provider and mobile carrier service availability; and (iii) misuse of the Services or other violations of this Agreement by you.
7. **Restrictions.** You will not (and will not allow others, including the Authorized Users, to) (a) access or use the Services in any manner or for any purpose other than as expressly permitted by this Agreement; (b) make the Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (c) reverse engineer, decompile, disassemble, or reprogram the Software or any portion thereof to a human-readable form; (d) modify, alter, tamper with, copy, reproduce or create derivative works of, or merge the Services; (e) publish, distribute, license, lend, sell, lease, host or otherwise commercially exploit the Services; (f) take any action that would cause the Services be placed in the public domain; (g) use the Services to compete with Motorola; (h) remove, alter, or obscure, any copyright, trademark, proprietary rights, disclaimer or warning notice; (i) share user credentials (including among Authorized Users); (j) use the Services to store or transmit that contains or is used to initiate a denial service attack, software viruses or other harmful or malicious code; (k) work around any technical or security restrictions or limitations in the Services; or (l) access or attempt to gain unauthorized access to any Service by means other than an interface provided by Motorola.
8. **Third-Party Products.** The Services may permit access to products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible Services ("Third-Party Products"). You agree to comply with, and agree to be bound to, the terms and conditions, including the applicable third party licenses or other agreements, associated with the Third Party Products, in addition to the terms and restrictions contained in this Agreement. Do not install, access, or use such Third-Party Products if you do not accept their terms. If Third-Party Products include open source software, Customer may have the right to receive source code for such software; a copy of such source code may be obtained free of charge by contacting Motorola.
9. **Compliance with Laws.** You will ensure your use of the Services and Software (as applicable) complies with all foreign, federal, state and local laws, rules and regulations applicable laws applicable to your use. By accessing or using the Services, you warrant that you have obtained all necessary rights and permissions required for your use of the Services. Motorola may, at its discretion, cease providing or otherwise modify the Services or Software in order to comply with any changes in applicable law. You will ensure that you have all necessary rights and permissions to use any Customer Data that you submit to or otherwise use in connection with the Services.
10. **Export Control.** You may not (and your Authorized Users may not) access or use the Software or Services in any jurisdiction in which the provision of such Software and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and you will not provide access to the Software or Services to any government, entity, or individual located in a Prohibited Jurisdiction. You represent and warrant that (a) you and your Authorized Users are not named on any U.S. government

list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) you and your Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) you will not permit your Authorized Users to access or use the Software or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) you and your Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which you, your employees, and your Authorized Users are located.

11. **Term and Termination.** This Agreement will commence on (a) the date you first access or use the Service; or (b) thirty (30) days from the date of initial invoice for the Services, whichever occurs earlier (the "Effective Date") and will remain in effect for the term set forth in the Order (the "Initial Term"). Unless sooner terminated in accordance with the provisions of this Agreement, your subscription shall continue to renew for the same length as the Initial Term (each a "Renewal Term" and together with the Initial Term, the "Term") unless and until either party provides at least thirty (30) days written notice to the other of their intent to terminate at the end of the Term. Either Party may terminate the Agreement on written notice if the other Party breaches a material obligation under the Agreement and does not cure such breach within thirty (30) days after receipt of notice of the breach or fails to produce a cure plan within such period of time. Motorola may terminate any Service, in whole or in part, in the event Motorola plans to cease offering the applicable Service to customers. Upon termination of this Agreement for any reason, your use of and access to the Services will automatically terminate. YOUR PURCHASE IS FINAL. IF YOU CANCEL YOU WILL NOT RECEIVE A REFUND OF OR CREDIT FOR ANY PORTION OF THE FEES PAID FOR THE THEN CURRENT SERVICES PERIOD. If Motorola terminates your Services, Motorola will refund any payment you have already remitted to Motorola for such Services. Without limiting the foregoing, you may cancel your Services at any time, but such cancellation will be effective at the end of the Term. You will be responsible for all Fees (plus any applicable taxes and other charges) incurred until expiration of the Term. If you cancel, your right to use the Services will continue until the end of the Term and will then terminate without further charges, unless otherwise instructed by you to terminate sooner. Upon termination of this Agreement, Motorola will have no obligation to maintain or provide any Customer Data and may thereafter, unless legally prohibited, delete all Customer Data in its systems or otherwise in its possession in accordance with the [Privacy Statement](#).
12. **Suspension.** Motorola may suspend your access to or use of the Service, in whole or in part, immediately and without notice to you, if Motorola determines that (a) you are in breach of this Agreement; (b) any amounts owed by you remain past due; (c) your or your Authorized Users' access or use of the Service poses a security or other risk or adverse impact to the Service, to Motorola or Motorola's systems, or to any third party (including other Motorola customers); or (d) your agreement with a reseller for the Services terminates or expires.
13. **Effect of Termination or Expiration.** Upon termination for any reason or expiration of this Agreement, you and your Authorized Users will stop use of the Services and return or destroy (at Motorola's option) all Motorola Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If you have any outstanding payment obligations under this Agreement under an Order, Motorola may accelerate and declare all such obligations of yours immediately due and payable by you. Notwithstanding the reason for termination or expiration, you must pay Motorola or Motorola's reseller, as applicable, for Services already delivered. You have a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and your termination of this Agreement.
14. **Fees & Taxes.** Unless otherwise agreed by Motorola, you will pay Motorola's reseller any fees specified for Services in accordance with the applicable Order (the "**Fees**"). Fees are due within thirty (30) days of the invoice date, or as otherwise specified in the Order. Late payments will be subject to interest charges at the rate of 1.5% per month or maximum rate permitted by law, whichever is less. To the extent permitted by applicable law, your Order is noncancelable and the sums paid nonrefundable, except as otherwise provided in this Agreement or your Order. Unless otherwise set forth in an applicable Order, any renewal of the Services will be at the then-applicable list price. You acknowledge and agree that a purchase order or other notice to proceed is not required for payment for Services. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "**Taxes**"), all of which will be paid by you, except as exempt by law, unless otherwise specified in an Order. If Motorola is required to pay any

Taxes, you will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after your receipt of an invoice therefore. Motorola will be solely responsible for reporting taxes on its income and net worth. You will pay all court costs, fees, expenses, and reasonable attorneys' fees incurred by Motorola in collecting delinquent Fees. If you purchase Services from an entity that ceases to be an authorized Motorola reseller, then Motorola may notify you and may either refer you to another reseller or may charge you for access to and use of the Service pursuant to this Agreement.

15. **Customer-Provided Equipment.** Certain components, including equipment and software, not provided by Motorola may be required for use of the Software and Services ("**Customer-Provided Equipment**"). You will be responsible, at your sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. You represent and warrant that you have all rights in Customer-Provided Equipment to provide the Software and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). You (and not Motorola) will be fully liable for Customer-Provided Equipment, and you will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Software and Services under this Agreement.
16. **LIMITED WARRANTY; DISCLAIMER.** Motorola warrants that the Services will perform substantially in conformance with its Documentation throughout the Term. Except to the extent prohibited by applicable law, Motorola's sole obligation and your sole and exclusive remedy for breach of the foregoing warranty shall be that Motorola will use commercially reasonable efforts to correct the non-conforming Service functionality without charge. Motorola shall not be liable for warranty nonconformance caused by use or combination with hardware and software not provided by Motorola, misuse of the Service, or your negligence or willful misconduct. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES, BETA SERVICES, SOFTWARE, THIRD-PARTY SOFTWARE AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES ARE PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE SOFTWARE AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE SOFTWARE AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET YOUR PARTICULAR REQUIREMENTS.
17. **Indemnification by Motorola.** Motorola will defend any third-party claim brought against you alleging that the Services (the "**Infringing Product**") directly infringe a United States patent or copyright ("**Infringement Claim**"), and Motorola will pay all damages finally awarded by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Motorola's duties under this section are conditioned upon: (a) you promptly notifying Motorola in writing of the Infringement Claim; (b) Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and (c) you cooperating with Motorola and, if requested by Motorola, providing reasonable assistance in the defense of the Infringement Claim. If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for you the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant you a pro-rated refund of any amounts pre-paid for the Infringing Product. In addition to the other damages disclaimed under this Agreement, Motorola will have no duty to defend any Infringement Claim that arises from or is based upon or arises out of the following ("**Excluded Claims**"): (a) Customer Data, Customer-Provided Equipment, non-Motorola content, or third-party equipment, hardware, software, data, or other third-party materials; (b) the combination of the Services with any products or materials not provided by Motorola; (c) any Service designed, modified, or manufactured in accordance with your designs, specifications, guidelines or instructions; (d) a modification of the Service by a party other than Motorola; (e) use of the Service in a manner for Service was not designed or that is inconsistent with the terms of this Agreement; or (f) your failure to use or install an update to any Software or Services that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable

royalty based upon revenue derived by Motorola from you from sales or license of the Infringing Product. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE PROVISIONS OF THIS SECTION STATE THE SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY OF MOTOROLA FOR ANY INFRINGEMENT CLAIM. FOR CLARITY, THE RIGHTS AND REMEDIES PROVIDED IN THIS SECTION ARE SUBJECT TO, AND LIMITED BY, THE RESTRICTIONS SET FORTH IN THE LIMITATION OF LIABILITY SECTION BELOW.

18. **Indemnification by You.** You will defend, indemnify, and hold Motorola and its subcontractors, subsidiaries and other affiliates harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual or threatened third-party claim, demand, action, or proceeding arising from or related to (a) Excluded Claims; (b) your failure to meet the minimum requirements set forth in the applicable Documentation or match the applicable specifications provided to Motorola in connection with the Services; (c) your (or your service providers, agents, employees, or Authorized User's) negligence or willful misconduct; and (d) any breach of this Agreement. This indemnity will not apply to the extent any such claim is caused by Motorola's use of Customer-Provided Equipment, Customer Data, or non-Motorola content in violation of the Agreement. Motorola will give you prompt, written notice of any claim subject to the foregoing indemnity. Motorola will, at its own expense, cooperate with you in its defense or settlement of the claim.
19. **Limitation of Liability.** You acknowledge and agree that any agreement with a reseller sets forth your remedies in the event you or any of your Authorized Users or other third party experiences any damages or losses arising from or in connection with the Software and Services or any other products or services provided by Motorola or the reseller, and therefore you should look solely to such reseller (and not to Motorola) for recourse for such losses or damages and for any other claims or remedies. Without limiting the foregoing, you further agree that Motorola's liability with respect to the Software and Services and this Agreement is limited as set forth in this Section. TO THE MAXIMUM EXTENT PERMITTED BY LAW, MOTOROLA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE "MOTOROLA PARTIES") WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER MOTOROLA'S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR, ANY (A) INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES; (B) LOST PROFITS, REVENUES, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; AND (C) BUSINESS INTERRUPTION. THE TOTAL AGGREGATE LIABILITY OF THE MOTOROLA PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL FEES PAID FOR THE SERVICE TO WHICH THE CLAIM IS RELATED DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. THE FOREGOING LIMITATION APPLIES EVEN IF MOTOROLA HAS BEEN ADVISED BY YOU OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, MOTOROLA WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) CUSTOMER DATA, INCLUDING ITS TRANSMISSION TO MOTOROLA, OR ANY OTHER DATA AVAILABLE THROUGH THE SERVICES; (B) CUSTOMER-PROVIDED EQUIPMENT, NON-MOTOROLA CONTENT, CUSTOMER'S SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF THE SERVICES WITH ANY OF THE FOREGOING; (C) LOSS OF DATA OR HACKING, RANSOMWARE, OR OTHER THIRD-PARTY ATTACKS OR DEMANDS; (D) MODIFICATION OF SERVICES BY ANY PERSON OTHER THAN MOTOROLA; (E) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE SERVICES; (F) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; (G) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (H) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL

OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (I) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICES, OR INTERPRETATION, USE, OR MISUSE THEREOF; (J) TRACKING AND LOCATION-BASED SERVICES; (K) BETA SERVICES; OR (L) CUSTOMER'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE SERVICES.

20. **Confidentiality.** "Confidential Information" means any and all non-public information provided by one Party ("Discloser") to the other ("Recipient") that is disclosed under this Agreement in oral, written, graphic, machine recognizable, or sample form, being clearly designated, labeled or marked as confidential or its equivalent or that a reasonable business person would consider non-public and confidential by its nature. During the Term and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (a) not disclose Confidential Information to any third party, except as expressly permitted in this Section; (b) restrict disclosure of Confidential Information to only those employees (including, employees of any wholly-owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must access the Confidential Information for the purpose of, and who are bound by confidentiality terms substantially similar to those in, this Agreement; (c) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (d) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (e) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (f) only use the Confidential Information as needed to fulfill its obligations and secure its rights under this Agreement. Recipient may disclose Confidential Information to the extent required by law, including a judicial or legislative order or proceeding.
21. **Data.** You acknowledge and consent to Motorola's collection, processing, and use of the Customer Data as described in this Section.
1. **Data Security.** Motorola is committed to protecting the security and integrity of the Customer Data. Motorola will maintain an information security program that is proportionate to the multiple and diverse risks associated with networked technologies.
 2. **Customer Data.** You own all right, title and interest in and to the Customer Data. You grant to Motorola and its affiliates and subcontractors a non-exclusive, worldwide, sublicensable, perpetual, paid-up right and license to use the Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform, provide, maintain and protect the Services under the Agreement, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. You will secure and maintain all legally required consents and rights and have provided all legally required notices to provide the Customer Data to Motorola. You are solely responsible for all Customer Data including the creation or maintaining of backups and copies of all Customer Data and the accuracy, integrity, quality, legality, and appropriateness of the Customer Data. Motorola does not make any representations and warranties with respect to the Customer Data. "Customer Data" means data you or anyone acting on your behalf, runs on the Services, causes to interact with the Services or submits through the use of the Services.
 3. **De-Identified Data.** Notwithstanding the other terms in this Agreement, Motorola may use or disclose De-Identified Data for any purpose. "De-Identified Data" means Customer Data that does not identify you directly or by inference.
 4. **Aggregated Statistics.** Motorola may monitor your use of the Services to gather data and information related to your use of the Services and/or information compiled from Customer Data that Motorola may use in an aggregate and anonymized manner (collectively, the "Aggregated Statistics"), for one or more of the following purposes: (i) to compile statistical and performance information related to the provision and operation of the Services; (ii) to provide routine or subscriber-requested maintenance, repairs, analytical or diagnostic services related to the Services; (iii) to ensure compliance with, or provide updates or revisions to, this Agreement or

the Services, and policies and protocols related thereto; or (iv) to compile analytical and statistical information for purposes of developing and improving our products and services.

5. **Location of Data.** Customer Data may be transferred to or stored and/or processed in the United States or other countries in which Motorola or its affiliates or subcontractors operate. Motorola will act in accordance with the requirements of this Agreement regardless of where Motorola stores or processes the Customer Data.
6. **Legal Purpose Disclosure.** Notwithstanding the other terms of this Section, Motorola may use or disclose Customer Data as Motorola believes in good faith to be necessary or appropriate: (i) under applicable law, including laws outside your country of residence; (ii) to comply with legal process; (iii) to respond to lawful requests from public or government authorities; and (iv) to enforce this Agreement or allow Motorola to pursue available remedies or limit the damages that Motorola may sustain.
7. **Personal Information.** Motorola is dedicated to safeguarding personal information and processing it in a manner consistent with user expectations. The data processing addendum at <https://www.avigilon.com/global-data-processing-agreement> (the "DPA") is incorporated by reference herein and will apply to the extent any Customer Data is Personal Data (as defined in the DPA). In regards to other Personal Data, if any, Motorola will comply with the Privacy Statement at <https://www.avigilon.com/about/privacy> as may be updated from time to time.
22. **Intellectual Property Ownership; Feedback.** As between you and Motorola, (a) Motorola owns all right, title, and interest, including all intellectual property rights, in and to the Software and Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents send or transmit any communications or materials to Motorola suggesting or recommending changes to the Services, including without limitation, new features or functionality relating thereto, or including any comments, questions, suggestions, or the like ("Feedback"), Motorola is free to use such Feedback irrespective of any other obligation or limitation between you and Motorola governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to Motorola on your behalf, and shall cause your representatives to assign to us on their behalf, all right, title, and interest in any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, without any attribution or compensation to you, your representatives, or any third party. The Parties agree that, notwithstanding any provision of this agreement to the contrary, all fixes, modifications and improvements to the Services conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. All trademarks, logos, and service marks ("Marks") displayed on the Services are the property of Motorola or of their respective owners. You are not permitted to use any of the Marks without the applicable prior written consent of Motorola or such respective owners.
23. **Force Majeure.** Except for payment obligations hereunder, neither Party will be responsible for nonperformance or delayed performance due to events outside of its reasonable control. If performance will be significantly delayed, the affected Party will provide notice to the other Party, and the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule.
24. **Governing Law; Dispute Resolution.** All matters relating to or arising out of the Agreement are governed by the laws of the State of Illinois, unless the customer is the United States Government (or an agency thereof), in which case all matters relating to or arising out of the Agreement will be governed by the laws of the State in which the Services are provided. The terms of the U.N. Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act will not apply. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "Dispute"). Either Party may initiate Dispute resolution procedures by sending a notice of Dispute to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute. If a Dispute is not resolved through negotiation, either Party may initiate mediation by sending a notice of mediation to the other Party. The Parties will choose an independent mediator within thirty (30) days of such notice of mediation. Neither Party may unreasonably withhold consent to the selection of a mediator, but if the Parties are unable to agree

upon a mediator, either Party may request that the American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute. All in person meetings under this Section will take place in Chicago, Illinois, and all communication relating to the Dispute resolution will be maintained in strict confidence by the Parties. Notwithstanding the foregoing, any Dispute arising from or relating to Motorola's intellectual property rights will not be subject to negotiation or mediation in accordance with this Section, but instead will be decided by a court of competent jurisdiction, in accordance with Section 24(a) below.

1. **Litigation, Venue.** If the Dispute has not been resolved by mediation within sixty (60) days from the notice of mediation, either Party may submit the Dispute exclusively to a court in Cook County, Illinois. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute and to enforce the outcome of any mediation.
2. **Equitable Remedy.** You acknowledge that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Services Documentation, and that your breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If you breach this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).
3. **Bar on Claims.** You may not bring any claims against a Motorola Party in connection with this Agreement or the Software and Services more than one (1) year after the date of accrual of the cause of action.

25. General.

1. **Assignment and Subcontracting.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Motorola may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
2. **Waiver.** A delay or omission by either Party to exercise any right under this Agreement will not be construed to be a waiver of such right. A waiver by either Party of any of the obligations to be performed by the other, or any breach thereof, will not be construed to be a waiver of any succeeding breach or of any other obligation. All waivers must be in writing and signed by the Party waiving its rights.
3. **Severability.** If any provision of the Agreement is found by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.
4. **Third-Party Beneficiaries.** The Agreement is entered into solely between, and may be enforced only by, the Parties. Each Party intends that the Agreement will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the Software or Services will be a direct and intended third-party beneficiary of this Agreement.
5. **Interpretation.** The section headings in this Agreement are included only for convenience. The words "including" and "include" will be deemed to be followed by the phrase "without limitation". This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.
6. **Notices.** Motorola may need to communicate with you from time to time regarding this Agreement or the Services. Motorola may provide such notice to you via email to the email

address you provided to Motorola, or through the user interface for the Services, or on the site on which this Agreement is posted. Copies of any legal notices should be sent to Motorola Solutions, Inc., 600 W. Monroe St., Chicago, IL 60661 USA; Attn: Legal Department.

7. **Cumulative Remedies.** Except as specifically stated in this Agreement, all remedies provided for in this Agreement will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this Agreement, the election by a Party of any remedy provided for in this Agreement or otherwise available to such Party will not preclude such Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.
8. **Survival.** The following Sections will survive the expiration or termination of this Agreement for any reason: 9, 10, 11, 13, 16 – 25.
9. **Entire Agreement; Electronic Acceptance.** This Agreement constitutes the entire agreement of the Parties regarding the subject matter hereto, and supersedes all previous agreements and understandings, whether written or oral, relating to this subject matter. This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent), and your acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records, when produced in hard copy form, shall constitute business records and shall have the same validity as any other generally recognized business records.
10. **Change to this Agreement.** Except to the extent prohibited by applicable laws, Motorola may modify this Agreement by posting a revised version on the site where the applicable Agreement terms are posted, via the Services, by email to the email address associated with your account, or any means permitted under this Agreement. Any changes to this Agreement will be effective upon posting (or such later effective date as may be indicated at the top of the revised Agreement terms). You should ensure that you have read and agree with our most recent Agreement when you use the Service. If you do not agree to the Agreement as amended, you must stop using the Services and cancel your account. Your continued use of the Services after the date the amended Agreement is posted will constitute your acceptance of the amended Agreement.