



# SERVICE AGREEMENT

Attn: National Service Support  
 1299 E Algonquin Rd  
 Schaumburg, IL 60196

Date: 6/18/2019

Service Agreement # : USC000006667

Company Name: <u>Fauquier County, Virginia</u>
Attn: <u>Communications Center</u>
Billing Address: <u>78 W. Lee Street, Suite 102</u>
City, State, Zip: <u>Warrenton, VA 20186</u>
Customer Contact: <u>Chuck Kuhler</u>
Phone: <u>(540) 422-8644</u>
Fax: _____

Required P.O.: Yes  
 Customer # : 1011244431  
 Bill to Tag # : 0002  
 Contract Start Date: 07/01/2019  
 Contract End Date: 12/31/2019  
 Payment Cycle: Immediate  
 Tax Exempt: Yes  
 PO # : TBD

Qty	Model/Option	Description	Monthly Ext	Extended
	SVC02SVC0666A	Dispatch Service		
	SVC02SVC0667A	Onsite Infrastructure Response Standard Service		
	SVC01SVC1423C	Local Radio Support Service		
	SVC02SVC0665A	Technical Support Service		
	SVC02SVC0001C	SP Microwave Services		
<b>TOTAL</b>				<b>\$153,432.58</b>

**SPECIAL INSTRUCTIONS**

This Service Agreement is issued in accordance with and subject to the Maintenance Terms and Conditions and Statements of Work attached. This quote expires 07.30.19

THIS SERVICE AMOUNT IS SUBJECT TO STATE & LOCAL TAXING JURISDICTIONS, TO BE VERIFIED BY MOTOROLA.

The prices quoted via this service contract renewal are valid only until expiration of the current service contract. If the Customer does not provide to MSI a valid, executed contract renewal within 30 days of contract expiration, a one-time administrative fee equal to 5% of the subsequent year's annual contract rate will be billed to the Customer upon reestablishment of the expired service contract. Price with 5% Administrative fee once delinquent = \$161,104.21

SUBCONTRACTOR(S)	CITY	STATE
Motorola System Support Center	Elgin	IL
Motorola System Support Ctr - Call Center DO066	Schaumburg	IL
Wireless Communications, Inc. 0399619	Arlington	VA

X Susan R. Morales  
 Authorized Customer Representative.

X 540-422-8348  
 PHONE

X 6/24/2019  
 Date

X Ryan E. DePa  
 Motorola Representative.

X 301-758-8059  
 PHONE

X 06.18.19  
 Date

## **Service Terms and Conditions**

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

### **Section 1. APPLICABILITY**

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

### **Section 2. DEFINITIONS AND INTERPRETATION**

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

### **Section 3. ACCEPTANCE**

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

### **Section 4. SCOPE OF SERVICES**

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer's product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

### **Section 5. EXCLUDED SERVICES**

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry

standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

#### **Section 6. TIME AND PLACE OF SERVICE**

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customers location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

#### **Section 7. CUSTOMER CONTACT**

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

#### **Section 8. PAYMENT**

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

#### **Section 9. WARRANTY**

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customers sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### **Section 10. DEFAULT/TERMINATION**

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

#### **Section 11. LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED

TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

## **Section 12. EXCLUSIVE TERMS AND CONDITIONS**

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

## **Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS**

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

## **Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS**

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

## **Section 15. COVENANT NOT TO EMPLOY**

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

## **Section 16. MATERIALS, TOOLS AND EQUIPMENT**

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

## **Section 17. GENERAL TERMS**

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State

in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorolas then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document.

Revised Oct 15, 2015



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This Statement of Work (SOW), including all of its subsections and attachments is an integral part of the Services Agreement or other signed agreement between Motorola Solutions, Inc. (Motorola) and Customer (“Agreement”) and is subject to the terms and conditions set forth in the Agreement.

### **Custom Support Agreement Description**

A Custom Support Agreement is designed for customers operating their SmartNet or SmartZone 4.1 system beyond December 31, 2016 (“End of Support Date”) by extending support service for a limited time while preparing for system migration. By entering into this Agreement, Customer agrees to migrate to a release that is within the Standard Support Period of the Software Support Policy by the end of the Custom Support Agreement Term.

The services described in this SOW will be performed in accordance with the Customer Support Plan (CSP) agreed upon by the parties.

The CSP will define the system elements covered under this agreement. The division of responsibilities between Motorola and Customer shall be defined and documented in the Appendices of this SOW, the CSP and other portions of the Agreement.

### **Customer Support Plan (CSP)**

Since individual customer technologies, systems, operating environments and operational capabilities differ, the outlined services approach in the Custom Support Agreement SOW will be adapted to each Customer’s own environment and unique needs via the CSP. The CSP is a critical component of this SOW and, once created, will automatically become integrated into this SOW by this reference. Motorola and Customer will collaborate to define the Customer-specific processes, procedures, network information, and other relevant support details required to perform the Services set forth in the Custom Support Agreement SOW.

### **Scope**

Services available under this Custom Support Agreement include: Technical Support, Dispatch and On-Site Support, Local Radio Support, and Microwave Services. Each of these services are expanded upon in appendices A, B, C and D.

This agreement provides an extension of support services for 6 months beyond the end date of the Customer’s current service contract term.

MSI reserves the right to review this agreement annually to determine the viability of any and all support services contained in this agreement. MSI further reserves the right to reduce

the scope of any service and/or any associated Service Level Agreements (SLAs) at any time without approval from the Customer. This contract will not auto-renew without a written agreement between MSI and the Customer.

Due to the age of the SmartNet or Smartzone 4.1 system to include the Microwave system, all Services are provided using commercially reasonable efforts, and without guarantee that these services will resolve problems or restore operation of the network or products. Motorola Solutions reserves the right to cancel a service without notice which may become unavailable due to non-recoverable equipment failure.

Software and hardware defect repair is limited to known issues under this Custom Support Agreement. Resolution to new defects requires the Customer to migrate to a currently supported technology platform and system release. No root cause analysis will be provided as part of this agreement. Software updates, system expansions, security patching and security monitoring are not provided under the Custom Support Agreement.

See each individual services section for corresponding Service Level Agreements (SLAs), Limitations, and Exclusions.



## **Appendix A: Technical Support Statement of Work**

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of SmartZone and SmartNet network knowledge and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola Solutions System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues.

Motorola applies leading industry standards in recording, monitoring, escalating and reporting for Technical Support calls from its contracted customers, reflecting the importance of maintaining mission critical systems.

### **1.1 Description of Technical Support Services**

Motorola Solutions System Support Center's (SSC) primary goal is Customer Issue Resolution (CIR), providing Incident Restoration and Service Request Fulfillment on Motorola's infrastructure. This team of highly skilled, knowledgeable, and experienced specialists is available to the customer as an integrated part of the support and technical issue resolution process.

Technical Support is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Critical and High Priority Incidents. Technical Support availability for Medium and Low Priority incidents is outlined in the [Priority Level Response Goals](#). Calls requiring incidents or service requests will be logged in Motorola's Customer Relationship Management (CRM) system. This helps ensure that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. Technical Support Operations assigns the impact level in accordance with the agreed [Priority Level Definitions](#) stated in this document.

Motorola will track the progress of each incident from initial capture to resolution. Motorola will advise and inform the customer of the incident progress and tasks that require further investigation and assistance from the customer's technical resources.

This service requires the customer to provide a suitably trained technical resource that delivers maintenance and support to the customer's system, and who is familiar with the operation of that system. Motorola provides technical consultants to support the local resource in the timely closure of infrastructure, performance and operational issues.

### **1.2 Scope**

Technical Support service is available Monday - Friday 8:00am - 5:00pm local site time and 24 hours a day, 7 days a week for Severity 1 Incidents. See Priority Level Response Goals Level Definitions.

### **1.3 Inclusions**

Technical Support service will be delivered on Motorola sold infrastructure including integrated 3<sup>rd</sup> party products.

### **1.4 Limitations and Exclusions**

The following activities are outside the scope of the Technical Support service, but are optional services that are available to remote Technical Support customers at an additional cost:

- 1.4.1 Emergency on-site visits required to resolve technical issues that cannot be resolved with the SSC working remotely with the local customer technical resource.
- 1.4.2 Third party support for equipment not sold by Motorola.
- 1.4.3 System installations, upgrades, and expansions.
- 1.4.4 Customer training.
- 1.4.5 Hardware repair and/or exchange.
- 1.4.6 Network security services.
- 1.4.7 Network transport management.
- 1.4.8 Motorola services not included in this statement of work.
- 1.4.9 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

### **1.5 Motorola has the following responsibilities:**

- 1.5.1. Provide availability to the Motorola Solutions System Support Center (800-221-7144), 24 hours a day, 7 days a week to respond to Customer's requests for Critical and High Priority Incidents. Refer to [Priority Level Response Goals](#) for Medium and Low Priority response times.
- 1.5.2. Respond initially to Incidents and Technical Service Requests in accordance with the response times set forth in the [Priority Level Response Goals](#) section of this document and the severity level defined in the [Priority Level Definitions](#) section of this document.
- 1.5.3. Provide caller a plan of action outlining additional requirements, activities or information required to achieve restoral/fulfillment. Under the Custom Support Agreement, Technical Support Services will be delivered using commercially reasonable efforts and without guarantee that these services will resolve problems or restore operation of the network or products.
- 1.5.4. Maintain communication with the customer in the field as needed until resolution of the incident.
- 1.5.5. Coordinate technical resolutions with agreed-upon third-party vendors, as needed, depending on reasonable availability of third-party support.

1.5.6. Manage functionally escalated support issues to additional Motorola technical resources, as applicable.

1.5.7. Determine, in its sole discretion, when an incident requires more than the Technical Support services described in this SOW and notify customer of an alternative course of action.

**1.6. The Customer has the following responsibilities:**

1.6.1. Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).

1.6.2. Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).

1.6.3. Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.

1.6.4. Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.

1.6.5. Supply suitably skilled and trained on-site presence when requested by the SSC.

1.6.6. Validate issue resolution prior to close of the incident in a timely manner.

1.6.7. Acknowledge that incidents will be handled in accordance with the times and priorities as defined in the [Priority Level Definitions](#) and in the [Priority Level Response Goals](#) section in this document.

1.6.8. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support.

1.6.9 Obtain at Customer's cost all third party consents or licenses required to enable Motorola to provide the Service.

### 1.7 Priority Level Definitions

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
<b>Critical</b>	<b>Core:</b> Controller failure <b>Sites/Subsites:</b> Entire Simulcast Not Wide Trunking >= 33% of Sites/Subsites Down
<b>High</b>	<b>Consoles:</b> >= 33% Console Positions Down <b>Sites/Subsites:</b> < 33% of Sites/Subsites Down
<b>Medium</b>	<b>Consoles:</b> < 33% Console Positions Down <b>Sites/Subsites:</b> < 33% of channels down
<b>Low</b>	<b>Minor events and warnings in the system</b> Preventative & Planned Maintenance Activities (Scheduled Work)

**1.8 Priority Level Response Goals**

The response times are based on the defined Incident Priority levels as follows:

Incident Priority	Response Time
<b>Critical</b>	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
<b>High</b>	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
<b>Medium</b>	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
<b>Low</b>	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

## Appendix B: Dispatch and OnSite Support Statement of Work

Motorola's OnSite Support service provides incident management and escalation for onsite technical service requests. The service is delivered by the Motorola Solutions System Support Center (SSC) in conjunction with a local service provider. The SSC is responsible for opening an incident for onsite support and monitoring the status of that incident to maintain response time conformance.

The terms and conditions of this Statement of Work (SOW) are an integral part of Motorola's Service Agreement or other applicable agreement to which it is attached and made a part thereof by this reference.

### 1.0 Description of Services

The Motorola SSC will receive customer request for OnSite service provider and dispatch a servicer. The servicer will respond to the customer location based on Priority Levels set forth in the [Priority Level Definitions](#) table and response times set forth in the [Priority Level Response Goals](#) table in order to restore the system.

Motorola will provide incident management as set forth herein. The SSC will maintain contact with the on-site Motorola Service Shop until system restoral and incident closure. The SSC will continuously track and manage incidents from creation to close through an automated incident tracking process.

### 1.1 Scope

OnSite Support is available 24 hours a day, 7 days a week in accordance with [Priority Level Definitions](#) and [Priority Level Response Goals](#) tables.

### 1.2 Inclusions

Onsite Support can be delivered on Motorola-sold infrastructure.

### 2.0 Motorola has the following responsibilities:

- 2.1. Receive service requests.
- 2.2. Create a incident as necessary when service requests are received. Gather information to characterize the issue, determine a plan of action and assign and track the incident to resolution.
- 2.3. Dispatch a field servicer ("Servicer") as required by Motorola's standard procedures and provide necessary incident information.
- 2.4. Provide the required personnel access to relevant customer information as needed.
- 2.5. Servicer will perform the following on-site:
- 2.6. Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
- 2.7. Replace defective Infrastructure or FRU, as supplied by customer.

- 2.8. Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
- 2.9. If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the customer's premises.
- 2.10. Verify with customer that restoration is complete or system is functional, if required by customer's repair verification in the Customer Support Plan. If verification by customer cannot be completed within 20 minutes of restoration, the incident will be closed and the Servicer will be released.
- 2.11. Escalate the incident to the appropriate party upon expiration of a response time.
- 2.12. Close the incident upon receiving notification from customer or servicer, indicating the incident is resolved.
- 2.13. Notify customer of incident status as defined by the Customer Support Plan:
  - 2.13.1 Open and closed; or
  - 2.13.2 Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- 2.14. Provide incident activity reports to customer if requested.

**3.0 Customer has the following responsibilities:**

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide Motorola with the following pre-defined customer information and preferences prior to start date necessary to complete Customer Support Plan (CSP):
  - 3.2.1. Incident notification preferences and procedure.
  - 3.2.2. Repair verification preference and procedure.
  - 3.2.3. Database and escalation procedure forms.
  - 3.2.4. Submit changes in any information supplied in the CSP to the Customer Support Manager (CSM).
- 3.3. Provide the following information when initiating a service request:
  - 3.3.1. Assigned system ID number.
  - 3.3.2. Problem description and site location.
  - 3.3.3. Other pertinent information requested by Motorola to open an incident.
- 3.4. Allow Servicers access to equipment.
- 3.5. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
- 3.6. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.7. Maintain and store in an easily accessible location proper system backups.
- 3.8. For E911 systems, test the secondary/backup Public Safety Answering Point (PSAP) connection to be prepared in the event of a catastrophic failure of a system. Train appropriate personnel on the procedures to perform the function of switching to the backup PSAP.
- 3.9. Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.

3.10. Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide these services.

3.11. Obtain and provide applicable third party consents or licenses at Customer cost to enable Motorola to provide the Services.

**4.0 Priority Level Definitions**

The following Priority level definitions will be used to determine the maximum response times of the Incidents:

Incident Priority	Definition
<b>Critical</b>	<b>Core:</b> Controller failure <b>Sites/Subsites:</b> Entire Simulcast Not Wide Trunking >= 33% of Sites/Subsites Down
<b>High</b>	<b>Consoles:</b> >= 33% Console Positions Down <b>Sites/Subsites:</b> < 33% of Sites/Subsites Down
<b>Medium</b>	<b>Consoles:</b> < 33% Console Positions Down <b>Sites/Subsites:</b> < 33% of channels down
<b>Low</b>	<b>Minor events and warnings in the system</b> Preventative & Planned Maintenance Activities (Scheduled Work)



### **5.0 Priority Level Response Goals**

The response times are based on the defined Incident Priority levels as follows:

<b>Incident Priority</b>	<b>Response Time</b>
<b>Critical</b>	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
<b>High</b>	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
<b>Medium</b>	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, hours which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
<b>Low</b>	A Motorola SSC Technician will make contact with the customer technical representative within next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

## **Appendix C: Local Radio Support Service**

### **1.0 Description of Service**

Local Radio Support provides an operational check of Equipment. An operational check is an analysis of the Equipment to identify external or internal defects.

If the Equipment has an external defect, or can be Restored without opening the radio case, the Equipment will be Restored and returned to Customer. If the Equipment has an internal defect, or is not serviceable without opening the radio case, then the Equipment will require additional service provided by the Servicer and not described in this Statement of Work.

Local Radio Support includes service on standard palm microphones and single mobile controls heads, provided that they are required for normal operation of the two-way mobile and are included at the point of manufacture.

Local Radio Support excludes repairs to: optional accessories; iDEN accessories; iDEN mobile microphones; non-standard mobile microphones, mobile external speakers; optional or additional control heads, single and multiple unit portable chargers; batteries, mobile antennas; mobile power & antenna cables and power supplies.

The following services are excluded from Local Radio Support service unless they are purchased for an additional fee. The services are Pick-up & delivery, Subscriber Preventative Maintenance, Portable Remote Speaker Microphones, Portable Antenna Replacements and Mobile Remote Control Heads.

Service is only included on Equipment specifically named in the applicable Agreement to which this Statement of Work is attached. The terms and conditions of this SOW are an integral part of Motorola's Service Terms and Conditions or other applicable agreement to which it is attached and made a part thereof by this reference.

### **2.0 Motorola has the following responsibilities:**

- 2.1** Service to be performed at the Servicer facility during Standard Business Days.
- 2.2** Perform an operational check on Equipment to determine the nature of the problem.
- 2.3** Remove/reinstall mobile or data Equipment from/to vehicle as needed for servicing.

### **3.0 Customer has the following responsibilities:**

- 3.1** Deliver and pick up Equipment to/from the Servicer facility.
- 3.2** Inform Servicer of description of problem for Equipment brought in for service.

Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Local Radio Support service to Customer.

## Appendix D: SP Microwave Services

### 1.0 Description of Services

Microwave Services provides repair service of equipment named on the Customer Equipment list by the Servicer. At the Servicer's discretion and responsibility, Equipment may be sent to Motorola, original equipment manufacturer, or other facility for repair.

Customer is responsible for repair costs of the malfunctioning component if sent out for repair.

### 2.0 Service provider has the following responsibilities:

- 2.1. Repair equipment at the servicer facility or customer location determined by Motorola. Servicer is responsible for travel costs to a customer location to repair equipment.
- 2.2. Perform the following on Microwave equipment
  - 2.2.1 Perform an operational check on Microwave equipment to determine the nature of the problem.
  - 2.2.2 Replace malfunctioning components with new or reconditioned assemblies, as supplied by customer.
  - 2.2.3 Verify that the Microwave equipment is returned to Microwave manufactured specifications.

### 3.0 Customer has the following responsibilities:

- 3.1. Contact Motorola, as necessary, to request service.
- 3.2. Provide the following information when initiating a service request:
  - 3.2.1 Assigned system ID number.
  - 3.2.2 Problem description and site location.
  - 3.2.3 Other pertinent information requested by Motorola to open a case.
- 3.3. Allow Servicers access to equipment.
- 3.4. Supply infrastructure or FRU, as applicable, in order for Motorola to restore the system.
- 3.5. Maintain and store in an easily accessible location any and all software needed to restore the system.
- 3.6. Costs for malfunctioning components when sent out for repair.

### Severity Definitions Table Severity Level - Problem Types:

Severity 1 - Major equipment failure, 33% of equipment down, 33% of Site channels down, Site Environment alarms (smoke, access, temp, AC power). This level is meant to represent a major issue that results in an unusable system, sub-system, Product, or critical features from the Customer's perspective. No Work-around or immediate solution is available. Response is provided continuously.

**Severity 2 - Significant Equipment Impairment not to exceed 33% of system down, System problems presently being monitored. This level is meant to represent a moderate issue that limits a Customer's normal use of the system, sub-system, product, or major non-critical features from a Customer's perspective. Response is provided Standard Business Day.**

**Severity 3 - Intermittent system issues, Information questions, Upgrades/preventative maintenance. This level is meant to represent a minor issue that does not preclude use of the system, sub-system, product, or critical features from a Customer's perspective. It may also represent a cosmetic issue, including documentation errors, general usage questions, recommendations for product enhancements or modifications, and scheduled events such as preventative maintenance or product/system upgrades. Response is provided Standard Business Day.**

**Response Times Table (Customer's Response Time Classification is designated in the Service Agreement). SEVERITY - RESPONSE**

**Regular Response Time:**

**Severity 1 - Within 4 hours from receipt of Notification - Continuously**

**Severity 2 - Within 4 hours from receipt of Notification - Standard Business Day Severity 3 -**

**Within 24 hours from receipt of Notification - Standard Business Day**

**Premier Response Time:**

**Severity 1 - Within 2 hours from receipt of Notification - Continuously**

**Severity 2 - Within 4 hours from receipt of Notification - Standard Business Day Severity 3 -**

**Within 24 hours from receipt of Notification - Standard Business Day**

**Limited Response Time:**

**Severity 1 - Within 4 hours from receipt of Notification - Standard Business Day Severity 2 -**

**Within 4 hours from receipt of Notification - Standard Business Day Severity 3 - Within 24 hours from receipt of Notification - Standard Business Day**