



MOTOROLA SOLUTIONS



Proposal

Ventura County

CirrusCentral Core and Management

Change Order #1: Exhibit 1

December 6, 2024

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December 6, 2024

Jim Norris
Ventura County
1937 Eastman Ave
Ventura, CA 93003

Subject: CirrusCentral Core and Management

Dear Mr. Norris,

Motorola Solutions, Inc. ("Motorola") is pleased to have the opportunity to provide Ventura County with quality communications equipment and services. The Motorola project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the CirrusCentral Core Solution and provides:

- CirrusCentral Core Direct Connect and Hub Site Equipment
- Site Router Equipment for the FCC Fire Dispatch Site
- Implementation Services to Deploy the CirrusCentral Core and Management Solution
- CirrusCentral Core Subscription Services
- CirrusCentral Management Subscription Package Options
- ASTRO Connectivity Services, including a One-Time Set-Up Charge

This proposal is subject to the existing Communications System and Services Agreement between Ventura County and Motorola, executed on June 20, 2023, plus the terms and conditions of the enclosed Transport Connectivity Addendum ("TCA"). This proposal shall remain valid for a period of 60 days from the date of this cover letter. Ventura County may accept the proposal by delivering to Motorola the TCA signed by Ventura County. Alternatively, Motorola would be pleased to address any concerns Ventura County may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Mark Streker, our Account Executive, at (805) 249-8391.

We thank you for the opportunity to furnish Ventura County with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,



Jerry Burch
MSSSI Vice President
Motorola Solutions, Inc.

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Section 1

System Description

1.1 Introduction

Based on the request from Ventura County, Motorola Solutions Inc. (“Motorola”) is presenting this solution for implementing Motorola’s CirrusCentral Core: A cloud-based fallback core that provides capabilities to enhance ASTRO 25 system resilience and protect mission critical communications, along with the requisite CirrusCentral Management.

1.2 CirrusCentral Core Solution Overview

The CirrusCentral Core provides cloud-based fallback capabilities to enhance ASTRO® 25 system resilience and protect mission critical communications. Should an on-premise ASTRO 25 core become unavailable, CirrusCentral will automatically reroute critical call processing functions. Each site will switch on its own, and an active indicator timestamp will appear in the CirrusCentral UI when the cloud core goes active. This geo-redundant cloud backup maintains P25 communications, keeping dispatchers and first responders connected and informed.

CirrusCentral Core is easy to deploy, with a small footprint and minimal hardware requirements. Backhaul equipment is the only hardware needed to securely connect to the cloud service. Motorola Solutions’ trained professionals monitor and maintain CirrusCentral in the cloud, keeping the solution secure and up-to-date with security patches. After login, system managers and other personnel have complete visibility into the status of the system and site links to the cloud core. This allows personnel to act with the knowledge that the CirrusCentral Core is ready to perform whenever needed. A high level drawing of the CirrusCentral architecture with respect to the ASTRO 25 Radio System is shown below:

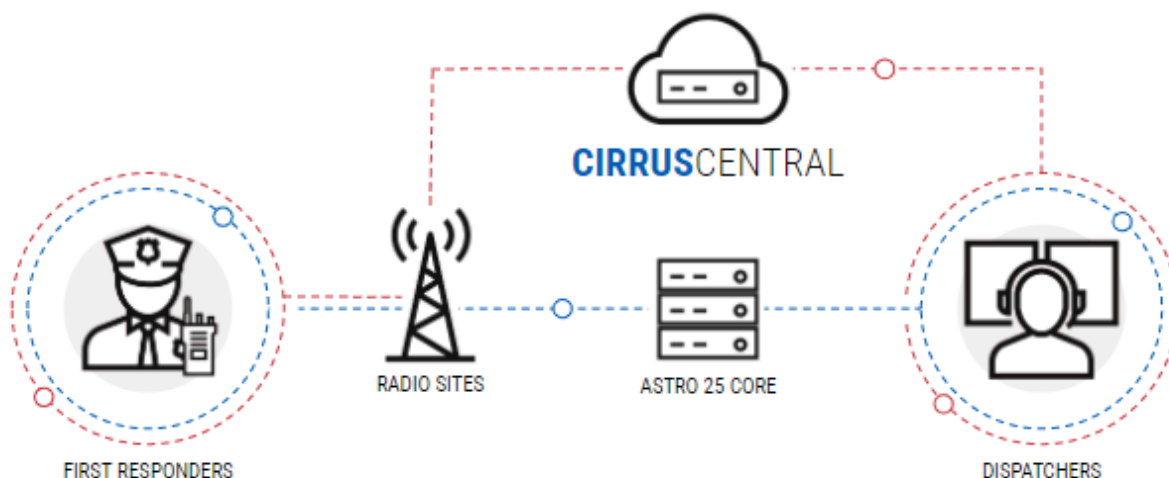


Figure 1-1: High Level CirrusCentral Core Architecture

1.2.1 Supported Call Types

CirrusCentral Core supports the most important ASTRO 25 call types and features, including the following:

Group Voice Call Services

- FDMA / TDMA group voice call.
- Dynamic Dual Mode.
- Analog and P25 Conventional.

Supplementary Services

- Emergency alarm.
- Emergency group call.
- Conventional Status Message / Message Update.
- Conventional Call Alert / Channel Marker.

Console Services

- Console Emergency alarm acknowledge.
- Console Emergency call setup.
- Console priority.
- Console patch.

1.3 Design Approach for Ventura County

Ventura County is a single zone system that once implemented, as part of the Trunked Expansion project, will consist of 5 simulcast cells (16 sub-sites) and 3 dispatch sites operating on 2020.1 release version. Motorola understands that Ventura County's ASTRO 25 system is scheduled for an upgrade to system release version 2022.1 or later after the 700 MHz expansion sites are implemented. This proposal is designed with an assumption that CirrusCentral Core will be implemented and functional after this upgrade is complete. The CirrusCentral Core solution requires the ASTRO 25 system to be at the 2022.1 release or later release. It is important to note that this CirrusCentral Core is designed to support only the simulcast cells and dispatch sites listed in the table below. Further discussion will be required to revise and expand the design if more sites are added. Please note that the entire simulcast cells (with all 16 sub-sites) is supported by the proposed CirrusCentral Core design.

Simulcast Cells and Sub-Sites	Dispatch Sites
Cell 1: Frazier Mtn, Lockwood	FCC Fire Dispatch Site
Cell 2: Red Mtn, Rincon Pk	SCC Dispatch Site
Cell 3: South Mtn West, Hall Mtn, Laguna Pk, Point Mugu	EVSO Dispatch Site
Cell 4: South Mtn East, Castro Pk, McCoy, Rasnow, Rocketdyne, Santa Susana, Torrey Hill	
Cell 5: Sisar (in progress)	

The proposed CirrusCentral Core architecture requires that Ventura County provide IP connectivity between the simulcast prime site to the CirrusCentral Hub sites to support the additional tunnels. The additional tunnels are for voice, call control and management and are generally used only when the connectivity to the master site is lost. The IP connectivity is also required for the two dispatch sites (SCC Dispatch Site and EVSO Dispatch Site).

It is also to be noted that CirrusCentral Core requires an active subscription to CirrusCentral Management, which is included in the scope of this proposal. It is Motorola's assumption that Ventura County will also be purchasing a CirrusCentral Management subscription.

1.3.1 FCC Fire Dispatch Site

Currently, the Fire dispatch positions at FCC are logically connected to the Core using fan-out switches and will require the addition of two (2) SRX 345 site routers enabling a connection to the cloud for the CirrusCentral Core solution. As such, the FCC Fire Dispatch site will be reconfigured as a logical dispatch site.

1.4 Theory of Operation

CirrusCentral Core protects P25 systems against 2 failure scenarios:

- A complete Core site failure and no other ASTRO fallback capabilities are available
- When sites (minimum 2) lose connection to the Core site.

In the unlikely event that Ventura County's ASTRO 25 Core fails, the RF sites and consoles will automatically switch via the on-premise CirrusCentral hardware to a cloud-based call processing service to enable communication between the RF sites and consoles. They will stay in this mode until the ASTRO 25 zone core becomes available, at which point the sites and consoles will automatically switch back to the on-premise core.

The radio user will not be aware that the system has switched over between the on-premise Core to the CirrusCentral Cloud Core. However, on CirrusCentral Management, system managers can see the switchover occur from "Wide-trunking" to "Cloud Trunking". In the event that sites lose connection it is important to note that on the ASTRO Core applications, it will indicate the sites to be in a failure mode because they have access to the cloud-core only.

If there is a partial failure, cloud-enabled sites that have lost connection to the ASTRO 25 zone core will switch over to the cloud core if 2 or more sites (with a minimum of 1 RF Site and 1 Dispatch) lose connection. If only 1 site loses connection, it will stay in Site Trunking, as there is no benefit for putting a single site into Cloud Trunking mode.

It is important to understand how the "Split Brain" operation works in case of partial failure. Let's assume that one Dispatch site #1 and one simulcast prime site #1 experience a failure. As per the CirrusCentral Failure Rule, the cloud core will be activated with the Dispatch site #1 and simulcast prime site #1 in CirrusCentral Wide Area Trunking. The rest of the sites (which are not experiencing ASTRO core failure) shall operate in ASTRO Wide Area Trunking. These two wide area systems in this case will operate separately with no communication between them.

The existing ASTRO 25 system can be enhanced to support CirrusCentral Core by the addition of Firewalls and a Cirrus node at each RF site, or at a centralized location other than the master site. These two deployments are called the Direct Connect and Hub Connect deployment models. Ventura

The design drawing for Ventura County CirrusCentral Core is as shown below:

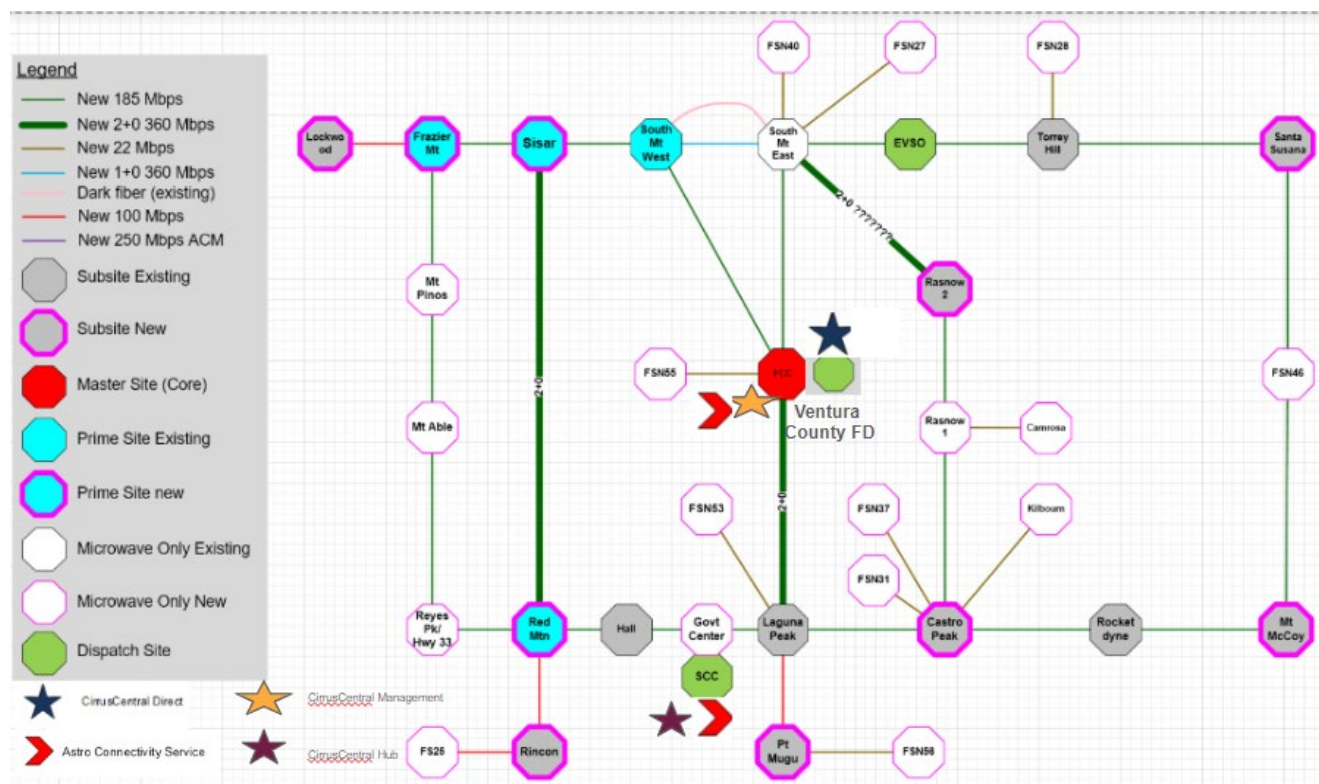


Figure 1-2: Ventura County CirrusCentral Core Design

The proposed CirrusCentral Core Resilience subscription package includes the cloud capabilities described above and support for an initial 24 sites (including the simulcast prime sites) to connect to the cloud core. In terms of subscription costs, 10 sites are included with the base CirrusCentral Core Resilience package. In addition to that, 14 sites will be added to the subscription to accommodate the proposed design. This budget-friendly resilience solution features a flexible cost model with lower upfront investment. As your operations expand and needs change, CirrusCentral Core's pay-per-site pricing allows CirrusCentral to easily scale and support your operations.

System Description

1.6 CirrusCentral Core: Components

CirrusCentral Core features multiple configuration options. Hardware requirements vary depending on the system design (Direct Connect, Hub Connect, or Mixed Deployment). An active CirrusCentral Core subscription includes the hardware refresh required to connect to the cloud core. A mixed deployment is proposed for Ventura County.

The proposed CirrusCentral Core solution connects the Ventura County FCC Fire Dispatch Site as a direct connection deployment as detailed in the figure below.

CIRRUSCENTRAL CORE DIRECT CONNECT DEPLOYMENT

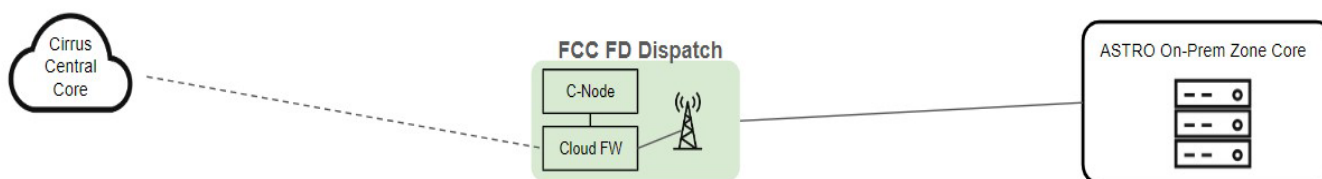


Figure 1-3: FCC Fire Dispatch Site: Direct Connect Deployment

A hub connection deployment is proposed for the RF sites and the 2nd Dispatch Site as detailed in the figure below. The Government Center/SCC site will function as the hub site for all the RF sites and the SCC Dispatch Site on the Ventura County system.

CIRRUSCENTRAL CORE HUB SITE DEPLOYMENT

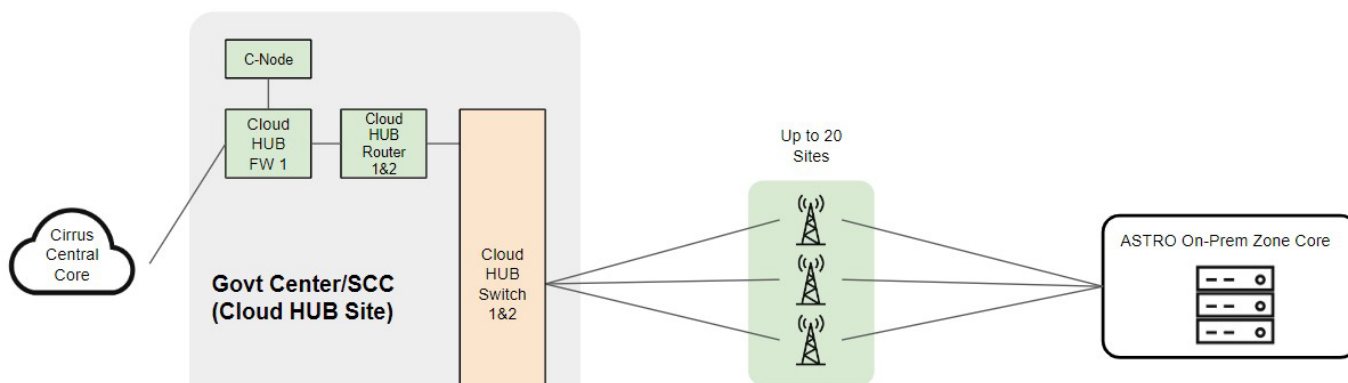


Figure 1-4: Government Center/SCC: Hub Site Deployment

The proposed CirrusCentral Core solution includes the following hardware components:

CirrusCentral Node

A server (Dell 3930 XL) with Cirrus specific software that translates ASTRO data into information friendly for the Cirrus cloud. The basic functions of this node is to either forward System Management to the cloud or terminate ASTRO sitelink by converting multicast to unicast enabling PTT signalling and audio routing to the cloud. It also adds link security and mutual authentication between the node and the cloud, providing higher link security. This server comes in 3 different flavors depending on where the node is deployed and which subscription it is enabling.

- Site Node: The node that sits at a single site with connectors to support CirrusCentral Core operations and CirrusCentral Management faults when in Cloud Trunking operation.
- Hub Node: The node that sits at a hub location with connectors to support multiple sites for CirrusCentral Core operations and CirrusCentral Management faults when in Cloud Trunking operation.

Cloud Site Firewall

A Juniper firewall (SRX345) that protects and enables allowed traffic from ASTRO to Cirrus and vice versa. It acts to safeguard the ASTRO system from Internet connectivity threats. This is the same AC power model as ASTRO 25 Site Router and cannot be shared with the site router.

Juniper Site Routers

Redundant site routers (SRX1500) are required for customers leveraging a Hub Connect design.

HP Switch

Redundant site switches (EX4100) are required for customers leveraging a Hub Connect design.

Table 1-1: Hardware Components by Site

Site	Connection Type	Equipment at Site	Additional Notes
FCC Dispatch Site	Direct Connect	1 Cirrus Node 1 Cloud Firewall	Link terminates in cloud.
Gov. Center / SCC Site (Cirrus Hub Site)	Cirrus Hub	1 Cirrus Node 1 Cloud Firewall 2 SRX 1500 Site Routers 2 EX4100 Switches	Link terminates in cloud.
Simulcast Prime Sites and Sub-Sites	Cirrus Hub	No Equipment Needed	Link terminates at Gov. Center/SCC site.

Please note that Motorola has also included two (2) 24 port LAN Switches (to be utilized as backhaul switches) for the Cirrus Hub site.

1.7 Internet Connection for CirrusCentral Core

An internet connection is required to connect every site (that has a firewall) to the CirrusCentral Core in cloud. In Ventura County's case, there are two locations that need such internet connection. These two sites are summarized as below. One new connection will be required for the FCC site.

Table 1-2: Internet Connection Requirements

Site Name and Type	Site Address	Number of Connections
Government Center / SCC: Hub Site	General Services Agency Service Building, Ventura, CA 93009	1
FCC: Direct Connect Site	160 Durley Ave, Camarillo, CA 93010	1

The proposed solution includes Motorola's ASTRO Connectivity Services (ACS) to provide the required connections. Ventura County can optionally provide and take responsibility for connectivity meeting the required specifications.

1.7.1 Motorola's ACS (ASTRO Connectivity Services) Links

Motorola's ACS links are a Motorola-managed dedicated backhaul solution providing inter-connectivity for ASTRO System and ASTRO Cloud services. ACS is an annual -subscription based service where Motorola is responsible for providing a fully managed connectivity service between ASTRO system and cloud services. Motorola also provides on-prem transport hardware as well as full Tech/Field support to make this an end to end offering. ACS is recommended by Motorola to connect to the CirrusCentral Core.

Pricing for the required ACS links are included in the Pricing section and a detailed description of ACS is included in Appendix A and the ACS Statement of Work is included in Appendix B. Major benefits of ACS include:

- **Secure Cloud Connection (SCI):** A secure and private connection over Verizon directly into the Azure Government Cloud. This means that customers' data will never travel over the internet to get to CirrusCentral.
- **End to End Visibility:** Motorola will provide the backhaul for secure and transparent monitoring.

1.7.2 Internet Link Specifications

As mentioned earlier, Ventura County can opt out of the ACS link option and take responsibility for the Transport Network. An Opt-out agreement must be signed ensuring that the correct specifications for this service will be provided. **The required capacity is based on 50 talkpaths for both the dispatch console site bandwidth and the RF site bandwidth.**

The link requirements are summarized as below:

Bandwidth:

- 20 Mbps for CirrusCentral hub site location
- 20 Mbps for Dispatch Direct connect site location

Jitter:

- Average jitter 5 ms

Latency:

- One Way Latency of 25 ms

Packet Loss:

- Packet Loss < 0.01% end to end (Site to cloud to site).

1.8 CirrusCentral Management Overview

CirrusCentral Management is a cloud-based solution that complements and strengthens the system management suite for an ASTRO® 25 system. CirrusCentral's modern interface improves response time by providing a more efficient way to monitor, troubleshoot, and optimize public safety communications. CirrusCentral requires minimal hardware and is therefore simple to deploy and keep up-to-date via remote security patching.

1.9 CirrusCentral Management: Better Insights, Better Decisions

CirrusCentral Management provides benefits for all user types, from a system manager who wants to dig into their system's performance details, to an E911 director who wants to see the system performance at a high level. These benefits center on a single dashboard that provides access to all the reporting tools and detailed trends an ASTRO 25 system administrator needs for efficient management.

The live dashboard offers a full overview of system health and performance. It also can display specific points of interest with minimal input from administrators. Reporting capabilities help system managers assess the performance of their network. This helps identify anomalies and determine the need for system configuration changes or expansions.

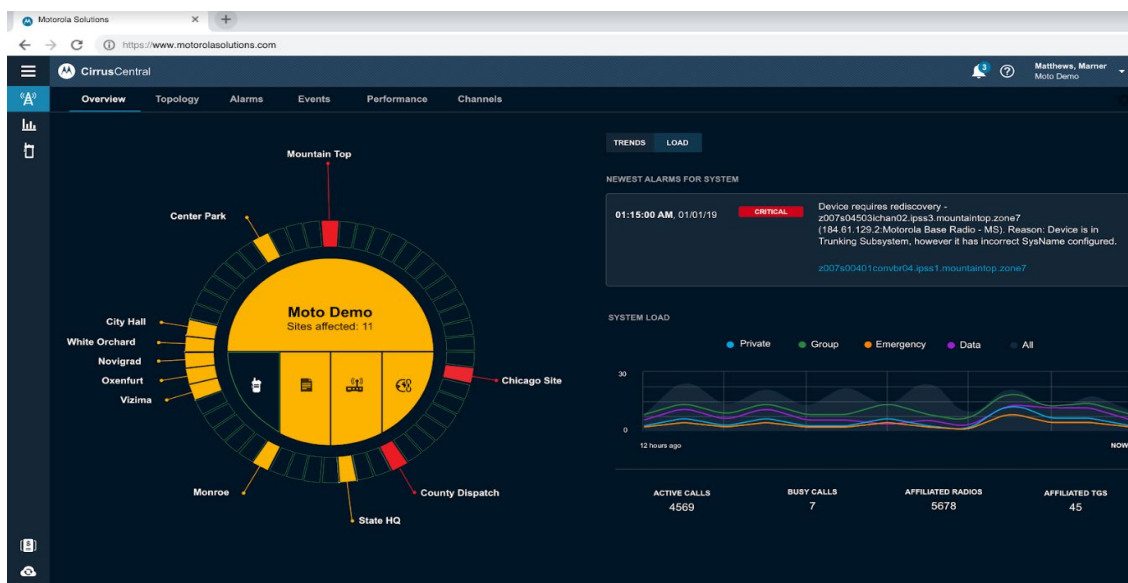


Figure 1-5: CirrusCentral Dashboard Overview

CirrusCentral Management provides better insights into operations and system health with varying features depending on the package purchased. Refer to the table below for applicable feature options by package. The following CirrusCentral features are available:

- **System Health Dashboard** - View system health metrics and at-a-glance status of voice, data, links, and network services from the dashboard. This helps identify issues and improve system restore times.
- **Reporting** - A collection of reports to help triage call failures and inspect radio activity: Availability, System Utilization, Billing, Radio Activity, Communications Issues and Clone Radios.
- **Scheduled Reports** - Allows users to schedule their repeatable reporting activities to save time. Once a report is generated, an email notification is sent to download the report from CirrusCentral Management.
- **Anomaly Detection** - Alerts for abnormal activity on your radio system. Analyze everyday patterns, recognize unusual events, and present them for your investigation.
- **Site Load View** - View real-time site loading capacity at a glance.
- **System Performance Trends** - See call trends including group, private, emergency, and data.
- **Call Monitoring** - View a full operating picture that combines real-time call activity, channel usage, faults, and affiliations per site.

Table 1-3: CirrusCentral Management Features by Package

Feature	Basic	Advanced
User Accounts	5	Unlimited
Site Monitoring (Additional Sites Can Be Added)	10	20
Historical Data Storage (Additional Storage Can Be Added Per Year)	90 Days	1 Year
System Health Dashboard	Included	Included
System Performance Trends	Included	Included
System Topology Drill Down	Included	Included
Diagnostic Commands	Included	Included
Alarm and Events List	Included	Included
Provisioning	Included	Included
Secure, Single Sign-On	Included	Included
Site Load View	Optional	Included
Call Monitoring	Optional	Included
Reporting	Optional	Included
Alarm Aggregation	Optional	Included
Email and SMS Fault Notifications	Optional	Included
Anomaly Detection	Not Available	Included

1.9.1 Historical Data Storage

The CirrusCentral Management solution includes 90 days of Historical Data storage for the Basic Package. Additional data storage is available as an a la carte option for purchase for both Basic and Advanced Packages. For the Advanced Package, one year of Historical Data storage is included. Note that the pricing section provides pricing for the Advanced Package, per guidance provided by Ventura County as the desired package.

1.10 CirrusCentral Management: Operate and Troubleshoot Efficiently

CirrusCentral Management's interface offers more information at a glance to help system managers troubleshoot and resolve events on site or remotely. This cloud-based view improves the ASTRO 25 Fault Management suite with time-saving features and deeper diagnostic visibility. CirrusCentral Management delivers the following:

- **System Topology Drill Down** - Navigate your system tree and view device details in a topology drill-down menu. This view shows fault data and devices with reported issues.
- **Always Up-to-Date Security** - Receive rapid access to the latest security releases from the cloud.
- **Provisioning** - Search for radios and edit them within the application.
- **Diagnostic Commands** - Perform remote diagnostics, verify device status, change device state, and reset devices remotely.
- **Alarm & Events** - See chronological list of the alarms and events on the radio system in the CirrusCentral platform.
- **Alarm Aggregation** - Group related alarms to reduce alarm flooding, streamline issue triage, diagnostics, and resolution.
- **Agency Partitioning** - Share system resources while giving autonomous control over each agency's data and resources.

1.11 CirrusCentral Management: Access Anywhere

CirrusCentral Management provides system managers secure, web-based access to fault and performance management from anywhere. This enables personnel to employ critical tools and deal with emergencies from fixed or mobile locations. The CirrusCentral Cloud is accessed from ASTRO 25 RNI through the DMZ Firewall and CirrusCentral Modem. Users securely log in via Chrome browser. Easy access to SMS and email fault notifications alerts users of potential issues even when they are not signed in.

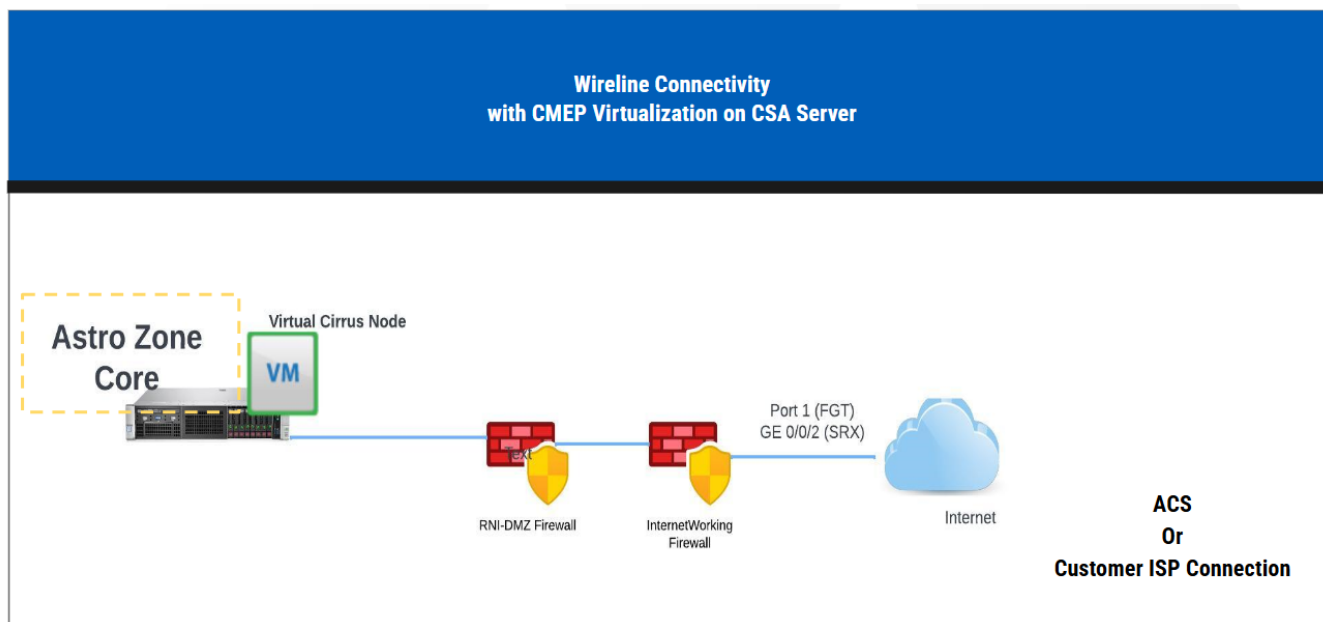


Figure 1-6: CirrusCentral Implementation

CirrusCentral's cloud-based architecture provides the following capabilities:

- **Single Secure Sign-on** - Access all your system management tools with a secure, two-factor authentication single sign-on.
- **Scalable Access** - Give more users access and visibility. CirrusCentral grows and adapts alongside operations without the need for additional hardware.
- **Mobile View** - Access CirrusCentral capabilities from anywhere in the field via mobile phone.
- **Email and SMS Notifications** - Get immediate awareness of critical events even when users are not in front of the computer or logged in.

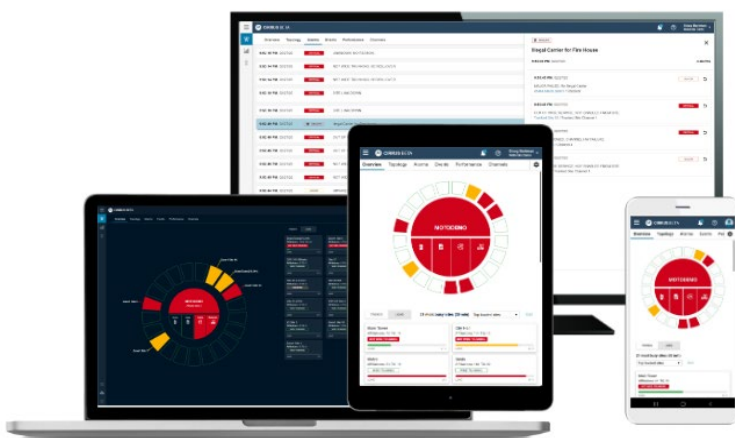


Figure 1-7: Access CirrusCentral Across Devices via Chrome Browser

1.12 CirrusCentral Management: Proposed Subscription Package

The proposed CirrusCentral Management subscription is budget-friendly and scalable. This annual subscription also includes security patching updates for CirrusCentral hardware and software bug fixes to keep your system management suite up-to-date and secure.

The proposed CirrusCentral Management solution requires at a minimum the purchase of the Basic package. Ventura County has elected to purchase the Advanced package which includes:

- Unlimited User Accounts.
- Monitoring for up to 20 Sites.
- One Year of Historical Data Storage.

A la carte options can also be purchased along with the Advanced Package, as described in earlier sections. The purchase of necessary additional sites will be required, as detailed in the Pricing section. Refer to the Pricing section for detailed pricing breakdown of the CirrusCentral Management Subscription Services package.

1.13 CirrusCentral Management: Components

The CirrusCentral subscription includes the CirrusCentral hardware enablement package. This package contains the following elements:

- **CirrusCentral Node**
 - Dell Rackstation.
 - Motorola Solutions Hardened Redhat OS.
 - Proxy for UEM, ATIA, and Provisioning data.
- **Access to the Cirrus Cloud**
 - Microsoft Azure built for Public Safety and Government solutions.
 - US-based Data Centers.

Section 2

Equipment List

QTY	NOMENCLATURE	DESCRIPTION
2	T8555	EDGE & HUB ROUTER & FIREWALL - DC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03446AA	ADD: ENCRYPTION
2	CA03448AA	ADD: STATEFUL FIREWALL
2	CA03452AA	ADD: FIPS 140-2 LEVEL 2 ENCRYPTION CERTIFICATION FOR SRX1500
2	T8639A	JUNIPER CONTROL ROOM FIREWALL
2	T8773A	CIRRUSCENTRAL NODE - CORE
2	CLN9066A	SWITCH, SWITCH, EX4100 24-PORT SWITCH NON TAA
2	T8547A	SITE ROUTER & FIREWALL- DC
2	CA03445AA	ADD: MISSION CRITICAL HARDENING
2	CA03446AA	ADD: ENCRYPTION
2	CA03448AA	ADD: STATEFUL FIREWALL
2	LSV01S02560A	SRVC ENTITLEMENT EDGE & HUB ROUTER & FIREWALL - DC
2	LSV01S02571A	SRVC ENTITLEMENT JUNIPER FIREWALL APPLIANCE
2	LSV01S02570A	SRVC ENTITLEMENT CIRRUSCENTRAL NODE - CORE
14	SSV01S02422A	ADD 1 SITE*
1	SSV01S02413A	BASE RESILIENCE PCKG*
4	SSV01S01932A	CIRRUS MNTRNG FOR 1 RF SITE*
4	SSV01S01934A	CIRRUS 1 YR HIST DATA STG*
1	SSV01P02987A	CIRRUSCENTRAL MGMT ADV SUA PROMO*

Section 3

CirrusCentral Core: Statement of Work

Motorola is proposing to Ventura County the installation and configuration of the following equipment at the specified locations.

Site Name	Major Equipment
FCC Site	1 Cirrus Node 1 Cloud Firewall 2 SRX 345 Site Routers (for the logical FCC Fire Dispatch Site)
Government Center / SCC Site	1 Cirrus Node 1 Cloud Firewall 2 SRX 1500 Site Routers 2 EX4100 Switches

The document delineates the general responsibilities between Motorola and Ventura County as agreed to by contract.

3.1 Overview

This Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions (Motorola) and Ventura County during a CirrusCentral Core deployment. The deployment process is a collaborative effort between Ventura County system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Step	Description
Project Initiation	Formal project kickoff and planning session.
ASTRO 25 System Preparation	Assure ASTRO 25 system has the correct version and components.
ASTRO 25 Site Preparation	Assure the ASTRO 25 sites are configured correctly for the CirrusCentral Core.
CirrusCentral Account Setup	Configuration of account on the cloud platform.
License Entitlements	Provide users with ASTRO 25 Provisioning Manager and Northbound interface entitlements.
System Configuration	Configure hardware for CirrusCentral Management.
Demonstration	Demonstrate CirrusCentral Management operation.
Project Finalization	Outline support channels and software delivery schedule.

These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables both Motorola and Ventura County are responsible to complete (outlined in this SOW).

Motorola Solutions' project manager will use the SOW to guide the deployment process and coordinate the activities of all Motorola resources and teams. The project manager will also work closely with Ventura County's project manager to clearly communicate the required deployment activities and schedule tasks involving Ventura County resources.

Upon completion of Project Finalization, Services are delivered through centralized resources within Motorola Solutions Managed Services Operations Center.

3.2 Project Roles

Motorola Solutions Project Manager – The Motorola Solutions Project Manager is the single point of contact with the Ventura County Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is responsible for the Ventura County transition to Motorola Solutions Customer Support post deployment.

Motorola Solutions System Technologist (ST) – Installs and configures the ASTRO 25 software components of the system. Configures ASTRO 25 network components to provide connectivity to the cloud platform. The ST will also deploy the CirrusCentral equipment at the sites.

Motorola Solutions Systems Integration (SI)/Field Engineer – Requires engineering input on system design, connection points for backhaul, impact of split controller scenarios, communication with consultant (if necessary) and Ventura County.

Motorola Solutions Support Organization – Provides varying levels of service up to and including technical support services. Following project finalization, Motorola Solutions Support provides ongoing service.

Ventura County Project Manager – Schedules and coordinates Ventura County /agency resources and task completion. The Ventura County Project Manager works collaboratively with the Motorola Solutions PM to assure completion of Ventura County tasks in accordance with the project schedule.

Ventura County Network Administrator – Assists with firewall configuration, as well as providing system access to the ASTRO 25 Field Engineer. Additionally, they will work with the SI Engineer to provide and verify network connectivity between the ASTRO 25 system and the cloud platform.

3.3 Project Documentation

Motorola delivers the following documents during the deployment process. Some documents are standard product documentation with detailed instructions, while others are project specific and will be produced during the project.

Product Training Documentation

CommandCentral (CC) Admin Guide – Explains how to create users in the CirrusCentral portal.

Product Video Tutorials – Shows the features and capabilities of CirrusCentral Management that will be available in the CirrusCentral portal.

3.4 Initiation

Project initiation occurs after procurement of CirrusCentral deployment services and notice to proceed is received. During this phase, the Motorola Solutions and Ventura County project managers are assigned, assemble their teams, and establish a working relationship. The managers jointly review the project plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for specific deployment activities.

Motorola Solutions Responsibilities

- Schedule a kick-off call between the Ventura County and Motorola Solutions project managers.
- Establish a communications plan.
- Review project work plan, schedule, and resources.
- Provide standard product collateral, including the Command Central Admin Guide, Video Tutorials, and FAQ Document.

Ventura County Responsibilities

- The Ventura County project manager identifies the subject matter experts, and network administrators that will participate in the project and complete Customer tasks.
- Review the Solution Description and prerequisites with the customer project team. Assure that all required components are in place or initiate procurement.
- Schedule personnel time to participate in the deployment process.

Completion Criteria

Complete when Motorola Solutions and Customer project teams are identified and deployment tasks are assigned and scheduled.

3.5 Data Collection and Planning Session

Motorola Solutions will conduct a working session with the Customer's System Administrators and agency user representatives to provide an overview of CirrusCentral Management operation and collect provisioning data. This activity is performed remote or in-person, depending on the project. Information could include the following:

- System Configuration Information: System ID & WACN ID.
- Transport and Network Configuration: Current backhaul set-up and equipment configurations.
- Install Specific Information: Location of Site & Core Addresses.
- User Access: Roles and responsibilities of users who should be provisioned for Cirrus use.

Motorola Solutions Responsibilities

- Motorola Solutions Project Manager, System Technologist, and System Integration Engineer will conduct a one-hour planning session with the Customer's System Management representatives who will be using CirrusCentral Management.
- Review CirrusCentral Core functionality and configuration options.
- Review how CirrusCentral Core integrates with CirrusCentral Management.

- Document system configuration, failure scenarios and initial CirrusCentral users.
- Provide estimations on installation time and ASTRO 25 configuration set-up.
- Review architecture reconfiguration of the FCC Fire Dispatch site.

Ventura County Responsibilities

- Coordinate with Motorola Project Manager on time for planning session.
- Provide user information for provisioning.

Completion Criteria

Planning sessions completed. User information and configuration documented.

3.6 Customer Administrator Account Setup

The Customer must be provisioned within the Cloud Platform using the CommandCentral Admin tool.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer within the cloud platform. This activity is initiated during the order process.

Ventura County Responsibilities

- Identify System Administrator(s).
- Understand how to provision new users once the Motorola team leaves.

Completion Criteria

The Customer is provisioned in the Command Central Admin tool.

3.7 ASTRO 25 Infrastructure Preparation

Operation of CirrusCentral Core requires a minimum ASTRO 25 infrastructure software version and specific hardware components. These elements are not included with CirrusCentral Core and must be in place prior to deployment. CirrusCentral Core requires the following ASTRO 25 infrastructure version and equipment:

- ASTRO 25 version 7.18 or later.
- DSR must not be installed on the Customer network.
- TSUB must not already be enabled at sites connecting to the CirrusCentral Core.

Motorola Solutions Responsibilities

- Review the current ASTRO 25 system and document the configuration of the components required for CirrusCentral Core deployment.
- Identify any software upgrades or additional equipment required to support CirrusCentral Core.
- Provide Ventura County with the appropriate system interconnect specifications.

Ventura County Responsibilities

- Procure and implement the ASTRO 25 infrastructure upgrades required for CirrusCentral Management operation (if any).
- Provide all buildings, equipment shelters, and towers required for system installation.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide required system interconnections.
- Ventura County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s).
- Coordinate the activities of all Ventura County vendors or other contractors.

Completion Criteria

The Customer's ASTRO 25 infrastructure is operational with the required software version and equipment required for CirrusCentral Management deployment.

3.8 ASTRO 25 System Configuration

CirrusCentral Core specific hardware components and network configurations must be added to the ASTRO 25 system. Motorola Solutions System Technologist will install and configure these items during the deployment. The configuration time is determined during the data collection and planning phase.

Motorola Solutions Responsibilities

- Install the Dispatch Site routers at FCC for the Fire Dispatch Site.
- Configure the new Dispatch site routers at FCC Fire Dispatch Site.
- Ensure CirrusCentral nodes are configured appropriately.
- If responsible for the backhaul, determine the correct bandwidths, QOS and paths to implement the changes in the backhaul to provide connectivity from the cloud firewall to the demarcation point.
- Install Hardware (rack mount server, cloud firewall, hub switch and site routers) at the designated ASTRO 25 site that should be enabled for cloud connectivity.
- Configure ASTRO 25 site to allow access to CirrusCentral Hardware:
 - Configure Cloud Firewall.
 - Set-up CirrusCentral Node with Core connectors.
- Provide ports and protocols to Customer IT, if needed.

Ventura County Responsibilities

- Coordinate and schedule hardware installation to minimize the impact on production operation.
- Provide rack location and power for where CirrusCentral hardware can reside at the Customer's primary site.
 - Two Rack Units (RUs) of space for each direct connect set-up.

- Minimum four RUs of space for a hub connect set-up. Additional space will be calculated based on how many sites the Customer will be connecting to the cloud.
- Network Administrator to provide access to the on-premise configuration applications (UEM, PM, AD).

Completion Criteria

The Customer's ASTRO 25 infrastructure is operational with the required software versions, configured to support CirrusCentral Core operation and all new hardware has been installed appropriately. This can be verified in the CirrusCentral Management application.

3.9 Operational Demonstration

After solution deployment, Motorola Solutions will provide an operational demonstration as part of an acceptance test plan to the Customer project manager and system administrator. Motorola and customer will perform the demonstration on a mutually agreed upon date as it will potentially impact user operations.

Motorola Solutions Responsibilities

- Demonstrate the FCC Fire Dispatch Site operates as a logical dispatch site.
- Clearly communicate and educate the customer on the failure scenarios and how the system switches over to the CirrusCentral Core.
 - Please note that support cases raised during the ATP should be addressed by Service Installation teams not the traditional Motorola Service Desk.
- Demonstrate CirrusCentral Core operation.
 - View CirrusCentral Core configured on CirrusCentral Management
 - If the Customer is comfortable with performing a switchover test, a few types of test can be performed.
 - Disconnect at least two sites from the on-premise core (primary site).
 - Disconnect the on-premise core (primary site) from all sites.
 - Demonstrate that calls for this site are being completed
- Reconnect the sites and the on-premise core to trigger restoration of on-premise wide-area communications.

Ventura County Responsibilities

- Participate in CirrusCentral Management demonstration.
- Ensure that there are test Talk Groups and radios available to use for the demonstration.

Completion Criteria

Complete after successful demonstration of CirrusCentral Core & Management operation. Both parties sign off on the Acceptance Test Plan (ATP).

3.10 CirrusCentral Core and Management Training

CirrusCentral Management video tutorials will be made available to customers either via the CirrusCentral portal or Motorola Learning Management Site.

Motorola Solutions Responsibilities

- Provide Ventura County access to all training videos for CirrusCentral Management.
- Provide Ventura County frequently asked questions help guide.

Ventura County Responsibilities

- All individuals who will be using CirrusCentral Management will review training materials.

Completion Criteria

Motorola Solutions has provided training collateral to Ventura County and Ventura County has reviewed the material.

3.11 Project Finalization and Handover to Support

Finalization is the process of confirming that all project activities are completed and project documentation is delivered. During this activity, Motorola Solutions will transition responsibility for CirrusCentral Core from the Project Manager to the Motorola Solutions support team. The Customer's Project Manager will transition support to the Customer System Managers(s).

Motorola Solutions Responsibilities

- Verify project deliverables were received by the Customer's Project Manager.
- Confirm with Customer that CirrusCentral Core is available for the Customer's beneficial use.
- Conduct a teleconference introducing the Customer to Motorola Solutions Support organization. The purpose of the teleconference is to review the CirrusCentral support process and obtain contact information with the Customer's assigned system administrator(s) and the Motorola Solutions Support Team.
- Onboard the customer for post installation Cirrus support services.

Ventura County Responsibilities

- Provide confirmation of receipt of project deliverables with the Motorola Solutions Project Manager.
- Participate in the support hand over teleconference. Assure that System Administrator(s) understand the support process and have the correct contact information.

Completion Criteria

Project finalization is complete upon delivery of the final CirrusCentral Management Documentation and the conclusion of the teleconference with Motorola Solutions' Support organization.

3.12 CirrusCentral Core Subscription Agreements

Motorola Solutions Responsibilities

- Provide authorized access to CirrusCentral Core via an identity management system.
- Maintain, update and monitor the CirrusCentral cloud platform including the on premise CirrusCentral cloud hardware.

- Provide technical support, security control and service improvements related to CirrusCentral Core. Customer Data may be accessed by Motorola Solutions employees residing outside of the Customer's country for the sole purpose of providing such support.

Ventura County /Partner Responsibilities

- Order and maintain a CirrusCentral Core subscription under a Subscription Service Agreement.
- Order and maintain a CirrusCentral Management subscription for the full duration of the CirrusCentral Core subscription.
- Deploy all integrated hardware components of the solution within the Customer environment and maintain in working condition.
- Maintain all hardware components and ASTRO 25 system on a supported version.
- Subscription must be renewed prior to termination of the existing Subscription Service Agreement or notify Motorola Solutions at least 30 days in advance if electing not to renew the CirrusCentral subscription.

Exclusions

- Does not include the cost and support of modifications to deployment model or connectivity configuration.
- Setup, operational support and securing of Customer Backhaul connectivity networks.
- Infrastructure configuration changes beyond the cloud and on-premise CirrusCentral software, security and anti-virus patches.

3.13 CirrusCentral Core Service Level Agreements

Commercially reasonable efforts will be made to provide monthly cloud core availability of 99.9% with the exception of maintenance windows as described below. There are many factors beyond Motorola Solutions' control that may impact Motorola Solutions' ability to achieve this goal, including but not limited to a Force Majeure event.

For cloud-based elements, the following priority level definitions and response times apply. Initial Technical Response is defined as acknowledgement to the Customer that an incident has occurred.

Description	Initial Technical Response Time
Critical P1	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. Functional failures affecting more than 50% of devices. 	1 hour 24/7
High P2	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. Functional failures affecting more than 15% of devices. 	4 hours 24/7
Medium P3	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. Functional failures affecting LESS than 15% of devices. 	24 hours 8 x 5 business hours
Low P4	
Items include: <ul style="list-style-type: none"> Documentation questions. General informational questions. Other Investigations not marked as a higher priority level. 	7 business days
<p><i>For issues deemed to be Critical P1, High P2, and Medium P3, the Customer will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).</i></p>	

For all other issues, Motorola Solutions will respond to calls within two hours during the support days. Support hours are 7am to 7pm CST Monday through Friday, excluding US holidays. In addition, Customers may contact the Call Management Center (800-MSI-HELP) at any time (24/7) and a Motorola Solutions representative will log a technical request on Motorola Solutions Case Management System on the Customer's behalf.

For scheduled maintenance windows, Motorola Solutions will use commercially reasonable efforts to notify the customer via the CirrusCentral portal within 48 hours of a planned maintenance window.

CirrusCentral Node support will align to the Customer's existing ASTRO 25 Customer Support Plan. Please refer to the section on Hardware Refresh and Replacements.

Unless otherwise identified in this SOW, the Customer's existing ASTRO 25 Service Agreement (e.g. Essential, Advanced, Premier) will apply in regards to pre-existing support services.

3.14 Centralized Managed Support Operations

Motorola Solutions' support is provided by the Centralized Managed Support Operations ("CMSO") organization, which includes the Service Desk and technical support teams. The CMSO is staffed 24/7/365 by experienced staff, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service incidents, change requests, and dispatching, and communicates with stakeholders in accordance with predefined response times. All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

Unless otherwise identified in this SOW, the Customer's existing ASTRO 25 Service Agreement (Essential, Advanced, Premier) will apply in regards to pre-existing support services.

3.15 Hardware Refresh and Replacements

Description of Service and Obligations

At Motorola's discretion, during Ventura County's CirrusCentral Core subscription, hardware upgrades, such as end of life or hardware failure, and associated implementation services will be provided to continue operations with CirrusCentral Core. Motorola agrees to provide the Customer with the hardware refresh and replacement up to one time in a 12-month period for their CirrusCentral Core hardware components.

Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality. Hardware will be upgraded and/or replaced if required to maintain the existing features and functionality. Any updates to hardware versions and/or replacement hardware required to support other features not proposed or those not specifically required to maintain existing functionality are not included.

The following Motorola provided hardware components are eligible for full product replacement.

CirrusCentral Core Hardware Components

- CirrusCentral Node - Dell 3930 XL Rackstation.
- Cloud Firewall - Juniper SRX 345.
- Hub Site Router - Juniper SRX 1500 Hub Router.
- Hub Site Switch – EX4100 Switch.

Motorola Solutions Responsibilities

- Identify system equipment needed to implement a system release, if applicable.
- Inform the Customer of equipment and implementation requirements.
- Assign upgrade operations engineering labor required to perform the system upgrade.
- Perform hardware upgrade.
- Validate all system upgrade deliverables are complete as contractually required.
- Obtain implementation completion sign off from the Customer.

Ventura County Responsibilities

- Coordinate with Motorola Solutions to schedule and engage the appropriate Motorola resources for a hardware upgrade.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola to provide upgrade services.
- Provide Motorola Solutions with upgrade completion sign off.

Exclusions and Limitations

- This agreement does not cover any hardware purchased or provided by the Customer from a third party.
- Implementation services that are not directly required to restore CirrusCentral Core operation are not included in this agreement.
- This agreement does not cover software support for virus attacks or other applications that are not part of the CirrusCentral core hardware components, or unauthorized modifications or other misuse of those hardware components. Motorola Solutions is not responsible for management of antivirus or other security applications (such as Norton).
- Motorola's service levels may be reduced compared to the Customer's underlying ASTRO 25 support agreement during Cloud Fallback operations. The impact depends on the ASTRO 25 core failure condition and is most impactful for systems remotely Network Monitored by Motorola Solutions. Full network monitoring capabilities and SLAs will be restored upon restoration of the Customer's ASTRO 25 core to specified operating conditions.

3.16 Assumptions

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage, and site grounding to support the requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of Ventura County.
- CirrusCentral core will be implemented after Ventura County's upgrade to a release of 2022.1 or later is complete.
- Ventura County will purchase CirrusCentral Management as part of this proposal. CirrusCentral Management is required for the CirrusCentral Core solution.
- Logging recorders are not included or factored into the proposed CirrusCentral Core solution or the FCC Fire Dispatch site reconfiguration.

Section 4

CirrusCentral Management: Statement of Work

4.1 Overview

This Statement of Work (SOW) defines the principal activities and responsibilities of Motorola Solutions and the Customer during a CirrusCentral Management deployment. The deployment process is a collaborative effort between the Customer's system administrators, subject matter experts, and the Motorola Solutions deployment team. Deployments involve the following steps:

Step	Description
Project Initiation	Formal project kickoff and planning session.
ASTRO 25 Preparation	Ensure ASTRO 25 system has the correct version and components.
CirrusCentral Account Setup	Configuration of account on the cloud platform.
License Entitlements	Provide users with ASTRO 25 Provisioning Manager and Northbound interface entitlements.
System Configuration	Configure hardware for CirrusCentral Management.
Demonstration	Demonstrate CirrusCentral Management operation.
Project Finalization	Outline support channels and software delivery schedule.

These project steps are logical groupings of related activities required to complete the project. Each step includes tasks and deliverables both Motorola Solutions and the Customer are responsible to complete. These are described in detail in the SOW.

Motorola Solutions' project manager will use the SOW to guide the deployment process and coordinate the activities of all Motorola Solutions resources and teams. The project manager will also work closely with the Customer's project manager to clearly communicate the required deployment activities and schedule tasks involving Customer resources.

4.2 Project Roles

Motorola Solutions Project Manager – Acts as the single point of contact with the Customer Project Manager and is responsible for scheduling and coordinating Motorola Solutions resources and task completion. The Motorola Solutions Project Manager assures the delivery of contracted components in accordance with the project schedule and is responsible for the transition of the Customer to Motorola Solutions Customer Support post deployment.

Motorola Solutions ASTRO 25 System Technologist – Installs and configures the ASTRO 25 software components of the system. They also configure ASTRO 25 network components to provide connectivity to the cloud platform.

Motorola Solutions Support Organization – Provides varying levels of service up to and including technical support services. Following project finalization, ongoing service will be provided by Motorola Solutions Support in accordance with the Customer support plan.

Customer Project Manager – Schedules and coordinates Customer/agency resources and task completion. The Customer Project Manager works collaboratively with the Motorola Solutions PM to assure completion of Customer tasks in accordance with the project schedule.

Customer Network Administrator – Assists with firewall configuration and provides system access to the ASTRO 25 Field Engineer. Additionally, they will work with the ASTRO 25 Field Engineer to provide and verify network connectivity between the ASTRO 25 system and the cloud platform.

4.3 Project Documentation

The following documents are delivered during the deployment process. Some are standard product documentation and others are project specific and are produced during the project.

Product Training Documentation

CommandCentral Admin Guide – Explains how to create users in the CirrusCentral portal.

Product Tutorial Videos – Shows the features and capabilities of CirrusCentral Management.

Frequently Asked Questions Document – Provides a list of frequently asked questions about CirrusCentral Management

Project Documentation

CirrusCentral Configuration Document describes the CirrusCentral Management configuration including:

- System Onboarding in the cloud.
- CirrusCentral Node Preparation.
- CirrusCentral Node Installation.
- ASTRO 25 Configurations.
- CirrusCentral Node Configuration Updates.

The CirrusCentral Configuration document is provided as a guide for what steps are needed to successfully connect the ASTRO 25 network with the CirrusCentral cloud platform.

4.4 Initiation

Project initiation occurs after procurement of CirrusCentral deployment services and notice to proceed is received. During this phase, the Motorola Solutions and Customer project managers are assigned, assemble their teams, and establish a working relationship. The managers jointly review the project

plan, deliverables, and schedule. Each manager coordinates preparatory tasks that serve as a foundation for specific deployment activities.

Motorola Solutions Responsibilities

- Schedule a kick-off call between Customer and Motorola Solutions project managers.
- Establish a communications plan.
- Review project work plan, schedule, and resources.
- Provide standard product collateral, including: Command Central Admin Guide, Video Tutorials, and FAQ Document.

Ventura County Responsibilities

- The Customer project manager identifies the subject matter experts, and network administrators that will participate in the project and complete Customer tasks.
- Review the Solution Description and prerequisites with the customer project team. Assure that all required components are in place or initiate procurement.
- Schedule personnel time to participate in the deployment process.

Completion Criteria

Complete when Motorola Solutions and Customer project teams are identified and deployment tasks are assigned and scheduled.

4.5 Data Collection and Planning Session

Motorola Solutions will conduct a working session with the Customer's System Administrators and agency user representatives to provide an overview of CirrusCentral Management operation and collect provisioning data. This activity is performed either remote or in-person, depending on the project.

Motorola Solutions Responsibilities

- Motorola Project Manager and System Technologist will conduct a one hour planning session with the Customer's System Management representatives who will be using CirrusCentral Management.
- Review CirrusCentral Management functionality and configuration options.
- Document system configuration and users.

Ventura County Responsibilities

- Coordinate with Motorola Project Manager on time for planning session.
- Provide user information for provisioning.

Completion Criteria

Planning sessions completed. User information and configuration documented.

4.6 Customer Administrator Account Setup

The Customer must be provisioned within the Cloud Platform using the CommandCentral Admin tool.

Motorola Solutions Responsibilities

- Use the CommandCentral Admin tool to establish the Customer within the cloud platform. This activity will be initiated during the order process.

Ventura County Responsibilities

- Identify System Administrator(s).

Completion Criteria

The Customer is provisioned in the CommandCentral Admin tool.

4.7 ASTRO 25 Infrastructure Preparation

Operation of CirrusCentral Management requires a minimum ASTRO 25 infrastructure software version and specific hardware components. These elements are not included with CirrusCentral Management and must be in place prior to deployment. CirrusCentral Management requires the following ASTRO 25 infrastructure version and equipment:

- ASTRO 25 version: 7.17.1 or later.
- Northbound Interface and Provisioning Manager Interface licenses.
- DMZ Firewall.
- Confirmed Verizon LTE coverage at the master site.

Motorola Solutions Responsibilities

- Review the current ASTRO 25 system and document the availability and configuration of the components required for CirrusCentral Management deployment.
- Identify any software upgrades or additional equipment required to support CirrusCentral Management.

Ventura County Responsibilities

- Procure and implement the ASTRO 25 infrastructure upgrades required for CirrusCentral Management operation (if any).

Completion Criteria

Customer's ASTRO 25 infrastructure is operational with the required software version and equipment required for CirrusCentral Management deployment.

4.8 ASTRO 25 System Configuration

CirrusCentral Management specific hardware components and network configurations must be added to the ASTRO 25 System. Motorola Solutions System Technologist will install and configure these items during the deployment. The configuration should take no longer than four hours on-site.

Motorola Solutions Responsibilities

- Prepare CirrusCentral Node prior to installation.
- Install Hardware (rack mount server and LTE modem) on ASTRO 25 Customer Enterprise Network (CEN).
- Configure ASTRO 25 components to allow access to CirrusCentral hardware.
- Configure firewall.
- Create CirrusCentral user account in Active Directory (AD).
- Upload Provisioning Manager Interface (PMI) and North Bound Interface (NBI) Licenses to ASTRO 25 License Manager.
- Configure Provisioning Manager.
- Configure Northbound Interface (NBI).

Ventura County Responsibilities

- Coordinate and schedule hardware installation to minimize the impact on production operation.
- Load Northbound Interface and Provisioning Manager interface entitlements to the Customer's system.
- Provide rack location (1RU) and power for where CirrusCentral hardware can reside at the Customer's master site.
- Network Administrator to provide access to the DMZ firewall for configuration.

Completion Criteria

The Customer's ASTRO 25 infrastructure is operational with the required software versions and configured to support CirrusCentral Management operation.

4.9 Operational Demonstration

After solution deployment, Motorola Solutions will provide an operational demonstration as part of an acceptance test plan to the Customer project manager and system administrator.

Motorola Solutions Responsibilities

- Demonstrate CirrusCentral Management operation.

Ventura County Responsibilities

- Participate in CirrusCentral Management demonstration.

Completion Criteria

Complete after successful demonstration of CirrusCentral Management operation. Both parties sign off on the Acceptance Test Plan (ATP).

4.10 CirrusCentral Management Training

- CirrusCentral Management video tutorials will be available to the Customer via the CirrusCentral portal.

Motorola Solutions Responsibilities

- Provide the Customer access to all training videos for CirrusCentral Management.
- Provide the Customer frequently asked questions help guide.

Ventura County Responsibilities

- All resources who will be using CirrusCentral Management will review training materials.

Completion Criteria

- Motorola Solutions has provided training collateral to the Customer and the Customer has reviewed the material.

4.11 Project Finalization and Handover to Support

- Finalization is the process of confirming that all project activities have been completed and project documentation has been delivered. During this activity, Motorola Solutions will transition responsibility for CirrusCentral Management from the Project Manager to the Motorola Solutions support team. The Customer's Project Manager will transition support to the Customer System Managers(s).

Motorola Solutions Responsibilities

- Verify project deliverables have been received by the Customer's Project Manager.
- Confirm with Customer that CirrusCentral Management is available for the Customer's beneficial use.

Ventura County Responsibilities

- Provide confirmation of receipt of project deliverables with the Motorola Solutions Project Manager.
- Participate in the handover teleconference. Assure that System Administrator(s) understand the support process and have the correct contact information.

Completion Criteria

- Project finalization is complete upon delivery of the final CirrusCentral Management Documentation and the conclusion of the teleconference.

4.12 CirrusCentral Management Subscription Agreements

Motorola Solutions Responsibilities

- Provide secure authorized access to CirrusCentral Management via an identity management system to enable two-factor authentication.
- Provide Customers with the ability to provision CirrusCentral Management users. The quantity of user accounts is based upon the Customer subscription level (Basic or Advanced).
- Maintain, update, and monitor the CirrusCentral cloud platform.
- Provide technical support, security control, and service improvements related to CirrusCentral Management. Customer Data may be accessed by Motorola Solutions employees residing outside of the Customer's country for the sole purpose of providing such support.
- Provide, activate, and maintain the LTE cloud connectivity service if being provided through Motorola Solutions.

Ventura County Responsibilities

- Order and maintain a CirrusCentral Management subscription under a Subscription Service Agreement.
- Work with Motorola Solutions to deploy all integrated hardware components of the solution within the Customer environment and maintain in good working condition.
- Maintain all hardware and ASTRO 25 system on a supported version.
- Establish and maintain internet connectivity between on-premise radio solutions and the CirrusCentral cloud platform.
- Subscription must be renewed prior to termination of the existing Subscription Service Agreement or notify Motorola Solutions at least 30 days in advance if electing not to renew the CirrusCentral subscription.

Exclusions

- Motorola Solutions support for Customer-provided connectivity to the cloud application.
- Non-CirrusCentral related infrastructure configuration changes including software, security, and antivirus patches.
- Technical support of the CirrusCentral application service is limited to connecting the system to the CirrusCentral cloud. It does not include programming help or troubleshooting the network.
- Motorola Solutions' service levels may be reduced due to an ASTRO 25 core failure condition and is most impactful for systems remotely Network Monitored by Motorola Solutions. Full network monitoring capabilities and SLAs will be restored upon restoration of the Customer's ASTRO 25 core to specified operating conditions.
- CirrusCentral does not support DSR cores. Customers with CirrusCentral on their primary core will lose CirrusCentral functionality when switching over to their DSR backup core.

4.13 CirrusCentral Management Service Level Agreements

Motorola Solutions will make commercially reasonable efforts to provide monthly availability of 99.9% for CirrusCentral Management services with the exception of maintenance windows, complementary LTE cloud connectivity, telecommunication circuit availability/performance between Customer sites and any on premise core and/or between any on premise equipment and the CirrusCentral cloud. There are many factors beyond Motorola Solutions' control that may impact Motorola Solutions' ability to achieve this goal, including but not limited to a Force Majeure event.

For cloud-based elements, the following priority level definitions and response times apply. Initial Technical Response is defined as acknowledgement to the Customer that an incident has occurred.

Description	Initial Technical Response Time
Critical P1	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> Greater than 25% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. Functional failures affecting more than 50% of devices. 	1 hour 24/7
High P2	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> Greater than 5% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. Functional failures affecting more than 15% of devices. 	4 hours 24/7
Medium P3	
Product or Software defect which gives rise to: <ul style="list-style-type: none"> Between 1-5% loss of functionality attributed to cloud resources, excluding local device and ASTRO system connectivity issues. Functional failures affecting LESS than 15% of devices. 	24 hours 8 x 5 business hours
Low P4	
Items include: <ul style="list-style-type: none"> Documentation questions. General informational questions. Other Investigations not marked as a higher priority level. 	7 business days
<i>For issues deemed to be Critical P1, High P2, and Medium P3, the Customer will need to ensure contact is made with Motorola Solutions personnel via telephone. Communication via email, SMS or any web chat applications shall not be accepted as proof of notification given the delayed and non-guaranteed nature of the mode of communications. All emailed requests will be treated as Medium P3 incidents. The above Response Goals shall not be applicable during the occurrence of a Force Majeure event (e.g. acts of God, including earthquakes and floods).</i>	

For all other issues, Motorola Solutions will respond to calls within two hours during the support days. Support hours are 7am to 7pm CST Monday through Friday, excluding US holidays. In addition,

Customers may contact the Call Management Center (800-MSI-HELP) at any time (24/7) and a Motorola Solutions representative will log a technical request on Motorola Solutions Case Management System on the Customer's behalf.

If the CirrusCentral solution is integrated into an ASTRO system that is serviced under a Premier contract, the Customer's Premier Contract SLAs apply.

For scheduled maintenance windows, the Customer will be notified via the CirrusCentral portal no later than 48 hours before a planned maintenance window.

Unless otherwise identified in this SOW, the Customer's existing ASTRO Service Agreement (e.g. Essential, Advanced, Premier) will apply in regards to pre-existing ASTRO 25 Customer Support Plan.

Section 5

Project Schedule

The estimated time for completion of the project is eight to ten months from Project Kickoff through Final Project Acceptance. A mutually agreed upon detailed project schedule will be developed by the Motorola Solutions' Project Manager upon contract award during the Contract Design Review (CDR) phase of the project.

Section 6

Acceptance Test Plan

System Acceptance of the proposed solution will occur upon successful completion of a Functional Acceptance Test Plan (FATP), which will test the features, functions, and failure modes for the installed equipment in order to verify that the solution operates according to its design. This plan will validate that the proposed solution will operate according to its design. A detailed FATP will be developed and finalized during the Design Review.

Section 7

Service/Warranty

This proposal is subject to the terms and conditions of the Contract previously entered into by Ventura County and Motorola effective June 20, 2023 (the “Communications System and Services Agreement”) and applicable supplemental terms described in the Contractual Documentation section.

Section 8

Pricing

Motorola is pleased to provide Ventura County with the following pricing for the CirrusCentral Core solution.

8.1 CirrusCentral Equipment and Implementation Services

Table 8-1: CirrusCentral Equipment and Implementation Services Pricing Summary

Description	Price (\$)
Equipment	\$69,668.61
Implementation Services	\$215,524.92
ACS One-Time Setup Charges	\$21,600.00
CirrusCentral Solution Equipment and Implementation Services Total	\$306,793.53

8.2 CirrusCentral Core Subscription Services

The pricing below provides the annual pricing for a 5 year term of the specified CirrusCentral Core Subscription services. CirrusCentral Management Subscription Services must be purchased along with the CirrusCentral Core Subscription Services. See the table in Section 8.3 below for pricing on the CirrusCentral Management Subscription Services.

Table 8-2: CirrusCentral Core Subscription Services Pricing Summary

Description	Year 1 Price (\$)	Year 2 Price (\$)	Year 3 Price (\$)	Year 4 Price (\$)	Year 5 Price (\$)
Base Resilience Package	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
Add 14 Sites	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00	\$14,000.00
CirrusCentral Core Subscription Total	\$89,000.00	\$89,000.00	\$89,000.00	\$89,000.00	\$89,000.00

8.3 CirrusCentral Management Subscription Services

The pricing below provides for annual pricing for a 5 year term of the Advanced CirrusCentral Management Subscription services.

Table 8-3: CirrusCentral Management Subscription Services Pricing Summary

Description	Year 1 Price (\$)	Year 2 Price (\$)	Year 3 Price (\$)	Year 4 Price (\$)	Year 5 Price (\$)
Advanced Package					
Advanced Package - Site Monitoring for 20 Sites Included - Unlimited User Accounts - 1 Year Historical Data - Call Monitoring - Reporting - Alarm & Event Aggregation - Site Load View - Email & SMS Fault Notifications	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00
Site Monitoring for 4 Additional Sites	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00	\$4,000.00
Historical Data Storage	Included	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
Advanced Package Subscription Total	\$44,000.00	\$49,000.00	\$49,000.00	\$49,000.00	\$49,000.00

8.4 ASTRO Connectivity Subscription Services

The pricing below provides for 5 years of the specified ASTRO Connectivity Services (ACS) Subscription.

Table 8-4: ACS Subscription Services Pricing Summary

Description	Year 1 Price (\$)	Year 2 Price (\$)	Year 3 Price (\$)	Year 4 Price (\$)	Year 5 Price (\$)
ASTRO Connectivity Services (FCC)	\$22,020.29	\$22,020.29	\$22,020.29	\$22,020.29	\$22,020.29
ASTRO Connectivity Services (Gov Center/SCC)	\$21,396.90	\$21,396.90	\$21,396.90	\$21,396.90	\$21,396.90
ACS Subscription Services Total	\$43,417.19	\$43,417.19	\$43,417.19	\$43,417.19	\$43,417.19

8.5 Payment Terms

Contract Price: The Contract Price is U.S. dollars is \$ _____.

Refer to Change Order #1 Attachment A for payment terms.

Section 9

Contractual Documentation

This proposal is subject to the terms and conditions of the Contract previously entered into by the Ventura County and Motorola effective June 20, 2023 (the “Communications System and Services Agreement”) and applicable supplemental terms in the following Addenda. The Addendum for Transport Connectivity provided in the following pages applies if Ventura County procures the proposed ASTRO Connectivity Services.

9.1 Addendum to Ventura County Agreement for Transport Connectivity

This Addendum for Transport Connectivity (this “TCA”) is entered into between Motorola Solutions Connectivity, Inc., with offices at 500 W Monroe St., Suite 4400, Chicago, IL 60661 (“Motorola”), a wholly owned subsidiary of Motorola Solutions, Inc. (“MSI”), and the entity set forth in the signature block below or in the CSSA or Primary Agreement (“Customer”), and will be subject to, and governed by, the terms of the Motorola Solutions Customer Agreement or other Primary Agreement entered into between Customer and MSI, effective as of [_____] (the “Agreement”), and the applicable Addenda. Capitalized terms used in this TCA, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda.

1. **Addendum.** This TCA governs Customer’s purchase of certain transport connectivity, as further described below (generally referred to as the “Connectivity”), and constitutes an agreement solely entirely between Motorola and Customer. Motorola and Customer shall only be liable to each other for the obligations expressly set forth in this TCA. In no event will MSI be liable for any of Motorola’s obligations or liabilities pursuant to this TCA. In addition to the Agreement, other Addenda may be applicable to other Products or Services, with respect to Software and Equipment, as each of those terms is defined therein, and as further described below, if any. This TCA will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the Connectivity purchased under this TCA and not with respect to other Products or Services.
2. **Connectivity Service Description and Applicable Terms and Conditions.**
 - 2.1. Connectivity Service Description. Connectivity means the physical connection (i.e. the physical copper, fiber, wireless transport technology(ies) or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for Customer, as set forth in the applicable Statement of Work (“SOW”) between the parties, which may be located on Customer premises, mobile, and/or in remote Motorola or MSI procured data centers or cloud-based locations. If a generic demarcation point (such as a street address) is provided, the demarcation point will be Motorola’s Minimum Point of Entry (MPOE) at such location (as determined by Motorola and/or its vendors). Additional wiring may be provided by MSI, at its sole discretion, and may entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Any additional wiring or necessary transmission media will be provided and/or maintained by MSI as specifically described in the accompanying SOW. Motorola will maintain Connectivity to the demarcation point only. Customer disclaims any interest in any equipment, property or licenses used by Motorola to provide Connectivity. Terms for interest in additional wiring and maintenance of additional wiring will be as delineated in an applicable SOW.
 - 2.2. Types of Connectivity Technologies. Motorola uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement or applicable SOW, Motorola utilizes different technologies to provide Connectivity at its sole discretion

and may include, but not be limited to ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching ("MPLS") and Software Defined Wide Area Network ("SD-WAN").

3. **Requests for Connectivity, Third Party Providers and Statements of Work.** Customer will request Connectivity as provided for in the applicable SOW(s). Motorola will notify Customer of acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity.

3.1. Third Party Providers of Connectivity. Customer understands and agrees that Connectivity is provided to Motorola by third parties, and then may be combined with certain Motorola and/or MSI equipment, as requested by Customer and agreed in an applicable SOW. Motorola does not build or provision Connectivity itself; it solely procures underlying services to provide Connectivity from third parties.

3.1.1. Provision of Connectivity is subject to availability of underlying Connectivity from Motorola's applicable vendor. Provisioning intervals for Connectivity are dependent upon the intervals provided to Motorola by the underlying third party provider. Customer agrees that Motorola may request, but is not responsible for, certain provisioning intervals as requested by Customer in a SOW.

3.1.2. Customer further agrees that Motorola does not offer any specific service level agreements, service level objectives, outage credits or other guarantees regarding outages or reliability of services (collectively, "SLAs") procured and included as part of Connectivity from third party providers. Any SLAs available to Customer will be separately identified and provided by MSI under the Agreement and any applicable SOW. No other SLAs will be provided or are available from Motorola, unless specifically delineated herein.

3.1.3. Certain requirements of Motorola's third party providers may apply to the provision of Connectivity and are included as Exhibit A to this TCA.

3.2. Statement of Work. Motorola and MSI will provide a Statement of Work ("SOW") to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by MSI. An applicable SOW may contain SLAs with respect to other services provided by MSI outside of Connectivity or in conjunction with Connectivity. However, Customer and Motorola agree that such SLAs do not apply directly to Connectivity in and of itself provided by Motorola.

4. **Provisioning, Maintenance and Repair.** Motorola may re-provision Connectivity from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in Connectivity interruption. If scheduled maintenance requires Connectivity interruption Motorola will: (1) provide Customer seven days' prior written notice, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for Connectivity problems, for which Motorola will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable. Motorola may assess a dispatch fee if costs for such services are invoiced to Motorola.

5. **Termination.** Should any Connectivity be terminated under the provisions of the Agreement, Customer agrees that it will reimburse Motorola for any termination charges levied against Motorola by any third party providers of individual components of Connectivity. Motorola will invoice such charges through its standard billing processes and such amounts will be paid pursuant to the provisions of the Agreement.
6. **Customer Information.** Customer agrees that Motorola may use, access and disclose Customer's information including customer data and network information within its own and its affiliates' business operations, and with third party vendors acting on Motorola's behalf for provision of the Connectivity.
7. **Network Monitoring.** Transmissions passing through the facilities of Motorola's vendors may be subject to legal intercept and monitoring activities by its vendors (or vendors' suppliers) or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.
8. **Transmission Service Priority.** Certain service priority(ies), including restoration, may be available to Customer for an additional fee from Motorola's third party provider of Connectivity. If Customer elects to implement an available service priority for Connectivity, then Customer is required to expressly set forth its priority election within the applicable SOW, cooperate fully with Motorola and Motorola's third party provider of Connectivity to effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.
9. **Billing and Payment.** Motorola will issue invoices to Customer for the provision of Connectivity to Customer, which may include but not limited to charges billed by third party providers and all taxes fees, surcharges or other charges imposed by such third party providers. Customer will pay invoices from Motorola for the Connectivity covered by this TCA in accordance with the invoice payment terms set forth in the Agreement. Fees for Connectivity will be invoiced as of the provisioning date, as determined by Motorola, unless another payment schedule or milestones are set forth in the Agreement or applicable SOW. Motorola may, at its sole discretion, utilize MSI as its billing and collection agent and Customer expressly agrees that invoices for Motorola services may appear on invoices issued by MSI.
10. **Taxes and Regulatory Cost Recovery Fees.** Unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola is permitted to recover from Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and

Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in a SOW. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes Motorola applicable tax-exemption certificates. Motorola will be solely responsible for reporting Taxes on its income and net worth.

IN WITNESS WHEREOF, the parties hereto have executed this TCA as of the Effective Date provided above.

CUSTOMER

MOTOROLA SOLUTIONS
CONNECTIVITY, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

EXHIBIT A

Requirements of Third Party Providers for Provision of Connectivity

1. VERIZON

For Connectivity using Verizon third party services, the following additional terms apply.

For purposes of this Exhibit, “**Service**” means certain wireline (including but not limited to Ethernet, wavelength, MPLS or other VPN services and SD-WAN) and/or wireless services provided directly or indirectly by Verizon which may include but it is not limited to data transmission services between devices (wireless or other) and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision.

Content Disclaimer. Neither Verizon, Motorola, nor MSI exercises control over nor has any responsibility for the accuracy, quality, security or other aspect of any content accessed, received, transmitted, stored, processed or used through Verizon facilities or any Services (except to the extent particular Services explicitly state otherwise). Customer accesses, receives, transmits, stores, processes, or uses any content at its own risk. Customer is solely responsible for selecting and using the level of security protection needed for the content it is accessing, receiving, storing, processing or using, including without limitation Customer data, individual health and financial content. Each of Verizon, Motorola, and MSI is not responsible if the level of security protection Customer uses for any particular content is insufficient to prevent its unauthorized access or use, to comply with applicable law, or to otherwise fully protect the interests of Customer and others in that content.

Use of Customer Data. Verizon, Verizon Affiliates and their respective agents, may use, process and/or transfer Customer data (including intra-group transfers and transfers to entities in countries that do not provide statutory protections for personal information): (a) in connection with provisioning of Services; (b) to incorporate Customer data into databases controlled by Verizon, Verizon Affiliates or their respective agents for the purpose of providing Services; administration; provisioning; billing and reconciliation; verification of Customer identity, solvency and creditworthiness; maintenance, support and product development; fraud detection and prevention; sales, revenue and customer analysis and reporting; market and customer use analysis; and (c) to communicate to Motorola, MSI or Customer regarding Services.

Customer Consent. Customer warrants that it has obtained or will obtain all legally required consents and permissions from relevant parties (including data subjects) for the use, processing and transfer of Customer data as described in the Use of Customer Data clause above.

A. VERIZON WIRELESS SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Customer agrees to comply with the additional responsibilities for access to and use of the Service provided by Verizon:

Service Availability. The Service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting Service operation. The Service and/or features may not be available in all areas. The Service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on Verizon's network.

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT

OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR VERIZON PRODUCT OR SERVICE WITH RESPECT TO VERIZON.

User Disclosures. THE CUSTOMER UNDERSTANDS AND AGREES THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH THE UNDERLYING SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN MOTOROLA SOLUTIONS INC. AND ITS AFFILIATES INCLUDING VESTA SOLUTIONS INC. AND THE UNDERLYING CARRIER; AND (3) ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CUSTOMER AND CUSTOMER HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.

LIMITATION OF LIABILITY. NOTWITHSTANDING ANY OTHER SECTION OF THE AGREEMENT, NEITHER MOTOROLA, VESTA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

- A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;
- B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, OR (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,
- C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, VESTA OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES
- D) NOTWITHSTANDING THE FOREGOING THE TOTAL LIABILITY OF VERIZON TO CUSTOMER IN CONNECTION WITH THIS AGREEMENT, FOR ANY AND ALL CAUSES OF ACTIONS AND CLAIMS, IS LIMITED TO THE LESSER OF: (A) DIRECT DAMAGES PROVEN BY CUSTOMER; OR (B) THE AMOUNT PAID BY CUSTOMER TO VERIZON UNDER THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD PRIOR TO ACCRUAL OF THE MOST RECENT CAUSE OF ACTION. NOTHING IN THIS SECTION LIMITS VERIZON'S LIABILITY: (A) IN TORT FOR ITS WILLFUL OR INTENTIONAL MISCONDUCT; OR (B) FOR BODILY INJURY. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S, MOTOROLA'S, OR VESTA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

B. VERIZON WIRELINE SERVICES TERMS (IF APPLICABLE AND PART OF CONNECTIVITY):

Services Suspension. Verizon may, subject to giving Motorola, MSI or Customer reasonable notice where practicable, suspend one or more services provided by Verizon (or a part thereof) if:

- suspension of Services is necessary to prevent or protect against fraud, or otherwise protect persons or property, Verizon personnel, agents, facilities, or services;
- Verizon is obliged to comply with an order, instruction or request of a court, government agency, emergency service organization (e.g. police or fire service) or other administrative or regulatory authority;

- Verizon has reasonable grounds to consider that use of the Services violates the AUP, as defined below, or other terms of a contract; or
- Customer fails to provide or increase the security as requested by Verizon.

Customer Obligations.

Access. Where Verizon requires access to a Customer site in order to provide Services, Customer shall grant or shall procure the grant to Verizon of such rights of access to each Customer site, including any necessary licenses, waivers and consents. Customer shall advise Verizon in writing of all health and safety rules and regulations and any other reasonable security requirements applicable at the Customer site. Customer shall provide Verizon with such facilities and information as Verizon may reasonably require to perform its obligations or exercise its rights under a Contract.

Acceptable Use Policy (AUP).

Compliance. Use of Verizon IP Services must comply with the then current version of the AUP of the countries from which Customer uses such Services (in the event no AUP exists for a country, the U.S. AUP shall apply). The applicable AUP is available at the following URL: <http://www.verizonenterprise.com/terms> or other URL designated by Verizon. Customer shall ensure that each user of the Services complies with the AUP. Verizon reserves the right to change the AUP from time to time, effective upon posting of the revised AUP at the designated URL or other notice to Customer. Verizon will regularly review the AUP (and whether there have been any changes to it) with Customer, but no less than quarterly, and sooner in the event there are changes. To the extent permitted by law, Customer will defend, indemnify and hold harmless the Verizon Indemnitees, as defined by Verizon at the link for the AUP identified above, from and against any claims, suits, judgments, settlements, losses, damages, expenses (including reasonable legal fees and expenses), and costs (including allocable costs of in-house counsel) asserted against or incurred by any of the Verizon Indemnitees arising out of any of the following allegations by a third party: Customer's, users' of the Services, or Customer's customers' violation of the AUP; or the unauthorized use of or access to the Services or Verizon Facilities by any person, under Customer's reasonable control, using Customer's systems or network. Notwithstanding any other provision of a Contract, Customer shall pay all expenses and costs, including costs of investigation, court costs, and reasonable legal fees and expenses (including allocable costs of in-house counsel) incurred by Verizon Indemnitees in enforcing this provision. Verizon holds the benefit of this sub-clause on trust for the other Verizon Indemnitees.

Section 10

Appendix A: ASTRO Connectivity Service Solution Description

10.1 Overview

Public safety communications networks are complex, and require expert design to integrate components and technologies efficiently and securely. Without effective network data transport connecting components and technologies, public safety networks and applications can be impaired by slow traffic, bottlenecks, and poor connection security. Worse, if this equipment is not designed for public safety reliability, it could unexpectedly fail and leave users stranded without a communications lifeline.

Motorola Solutions addresses these concerns with the ASTRO® 25 Connectivity Service, a managed service that integrates ASTRO 25 sites, core, and cloud services as an end-to-end solution. With this service, Motorola Solutions designs a transport solution tailored to the needs of our customer's ASTRO 25 network, provides the solution equipment, and implements the solution.

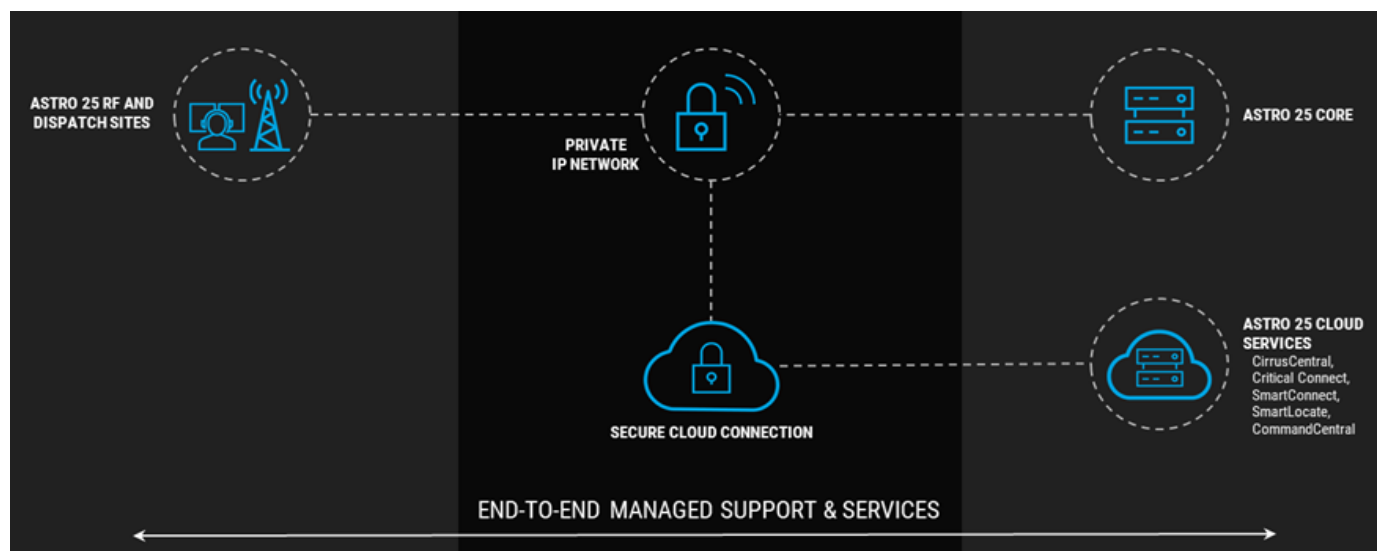


Figure 10-1: End-to-end Managed Services

The ASTRO 25 Connectivity Service provides a solution that is simple, robust, and secure. It integrates ASTRO 25 network elements via private IP network, and connects them with ASTRO 25 cloud services via a secure cloud connection. This avoids the complexity of a custom link solution and the low security of a public internet solution.

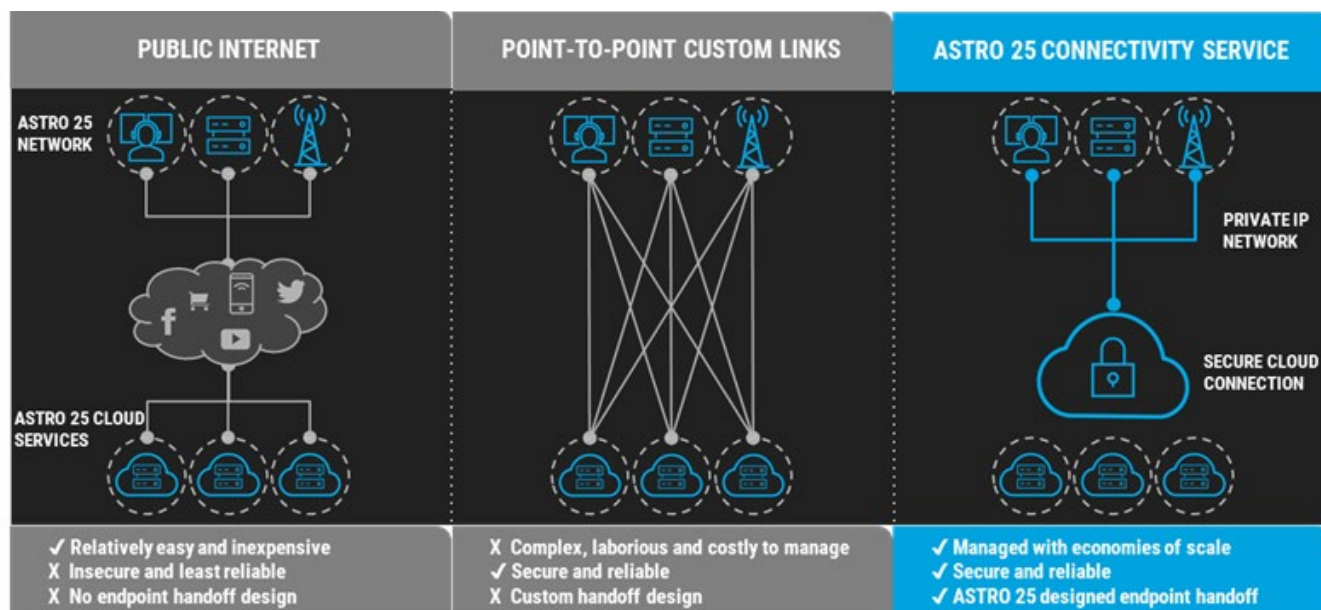


Figure 10-2: Connection Comparison

To best support ASTRO 25 networks, the ASTRO 25 Connectivity Service meets public safety specifications for reliability and performance, avoiding the pitfalls of off-the-shelf transport solutions. The service includes availability goals, supported by reliable components, design, and maintenance. Motorola Solutions handles the details of deploying and maintaining connectivity that meets public safety availability requirements.

Since ASTRO 25 Connectivity Services bundles data transport into one service-based solution, it simplifies viewing and managing performance and availability. Service reporting provides a clear view of transport capabilities, better informing decisions to expand or alter service. When transport capabilities need to expand, customers can alter the ASTRO 25 Connectivity Service (ACS), avoiding the hassle of finding and procuring compatible new components.

In addition to simplicity, the service model replaces unexpected, variable expenses with one predictable service subscription. Motorola Solutions provides transport equipment, services, and maintenance, enabling our customers to prepare clear and dependable budgets.

As part of the CirrusCentral Core solution proposal, Motorola proposes two (2) ACS links to connect the following:

- FCC Direct Connect Site/CirrusCentral Management (Link #1)
- Government Center/SCC Hub Site (Link #2)

The following sections provide design and maintenance details.

10.2 ASTRO 25 Connectivity Design

The ASTRO 25 Connectivity Service serves as a single connection for multiple network services, including ASTRO 25 voice services, ASTRO 25 data services, and the services supporting Motorola Solutions cloud applications. The network services available at a site are governed by the site type, and

by what equipment or applications Ventura County needs to connect. A sample diagram below shows the network services sites can support. As needs change, Ventura County can add more network services.

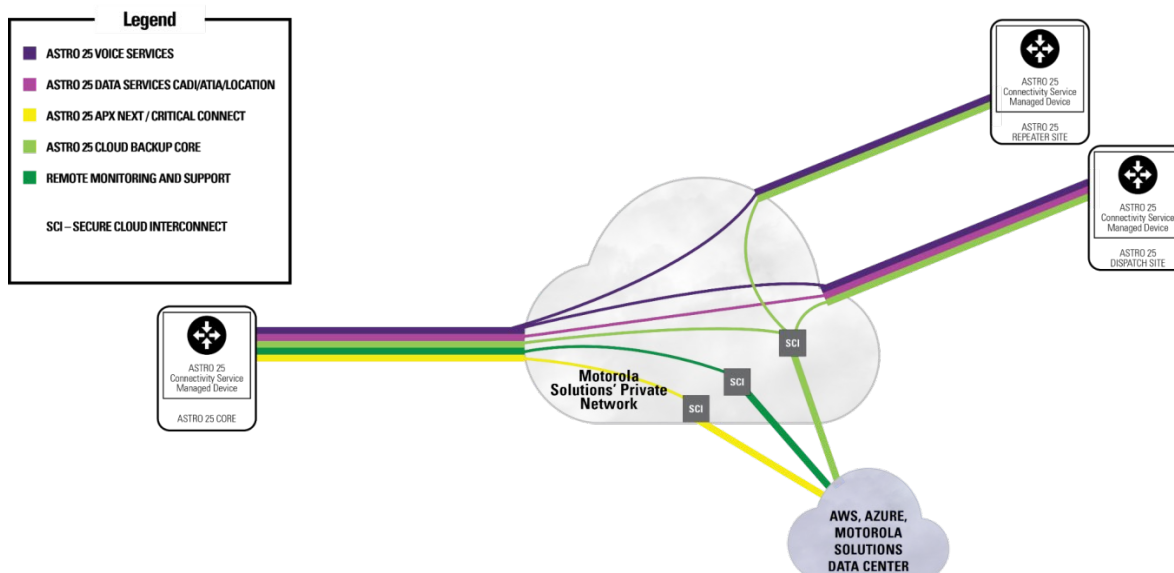


Figure 10-3: Sample Connection Diagram

Connections between sites and applications operate over Motorola Solutions' private network. On-premises managed devices terminate the network circuit, providing the connection point that joins Ventura County's site equipment and applications to Ventura County's network.

In addition to routing and network service demarcation, the on-premises device provides a firewall, controlling traffic flow in and out of Ventura County's sites. This enables Ventura County to control traffic traveling between Ventura County's network and Cloud/Data Center resources.

For improved availability, some applications and site types can take advantage of public safety LTE backup connectivity. The solution includes this LTE connectivity with the on-premises device. With appropriate provisioning, the on-premises device can determine the best available path to use for traffic to maintain site operational status. Public safety priority and preemption will give priority to Ventura County's public safety communications, helping to maintain operations during emergencies.

Motorola Solutions handles the steps to prepare and deploy the connections needed for Ventura County's components. As part of this proposal, Ventura County will receive connections to support the following:

- Cloud/Data Center Connections for the following applications:
 - CirrusCentral Core and CirrusCentral Management

The proposed solution will provide private connections between Ventura County's local users and Cloud/Data Centers hosting the CirrusCentral Core. This connection will enable users on Ventura County's ASTRO 25 network to access application data and functions. Traffic between the Cloud/Data Centers and Ventura County's ASTRO 25 network will be isolated from the public internet. This isolation avoids potential interception, and protects private information.

On-Premises Equipment

Motorola Solutions will provide and deploy equipment needed to enable ASTRO 25 Connectivity Service links. The ASTRO 25 Connectivity Service Statement of Work designates the specific equipment proposed.

The included maintenance services cover equipment provided as part of this service, avoiding service disruptions.

10.3 Maintenance Services

To keep the network working according to specifications, Motorola Solutions is providing the ACS link services described in the following sections. Motorola Solutions will combine these services with other packages we provide to Ventura County. Our experienced personnel will work together to coordinate service tasks across Ventura County's public safety solution.

Availability Reports

Motorola Solutions targets the service levels described in the ASTRO 25 Connectivity Service Statement of Work. To help Ventura County compare network performance with service goals, Motorola Solutions will provide regular operations reports.

Backhaul Event Monitoring

Through constant ACS link monitoring, Motorola Solutions will be able to respond promptly to problems that arise. As part of this service, support staff will continuously monitor Ventura County's network for issues. If they detect an event, support staff will alert and mobilize teams to address that event, minimizing disruption.

Remote Technical Support

In addition to proactive monitoring support, Motorola Solutions will provide access to technical support staff. If Ventura County's users need assistance, they will be able to call or email support staff for expert information. Support staff will escalate reported issues as needed to resolve them.

On-site Response

When resolving an issue requires physical access to hardware, Motorola Solutions will dispatch resources to Ventura County's location. Motorola Solutions will contact Ventura County's field service technicians to provide hands-on support to restore the system. Support personnel will restore the system by diagnosing errors and exchanging defective components with spare equipment.

Software Updates

The ASTRO 25 Connectivity Service can add new security measures and capabilities over time. Motorola Solutions will provide updates and patches to Ventura County's ASTRO 25 Connectivity Service components. This protects them with the latest security updates, and keeps them compatible with new features.

Section 11

Appendix B: ASTRO Connectivity Service Statement of Work

11.1 Overview

Motorola Solutions' ASTRO® 25 Connectivity Service ("Service") provides network backhaul to support mission-critical ASTRO 25 communications. The ASTRO Connectivity Services has many design use cases. It can serve as a backhaul connection that will link ASTRO 25 core sites with ASTRO 25 remote sites and connect Motorola Cloud applications to ASTRO 25 systems. For this proposal, it is meant to serve as a means to connect the CirrusCentral Core application to Ventura County's ASTRO 25 system.

The ASTRO 25 Connectivity Service is offered and available exclusively to ASTRO 25 systems that provide Public Safety Radio Services. The service is designed specifically to enable single vendor sourcing for Motorola Solutions' ASTRO 25 systems and Motorola Solutions information-based applications, including SmartConnect, SmartLocate, Critical Connect, and other cloud-hosted applications provided by Motorola Solutions. These applications must be licensed from Motorola Solutions under a separate agreement to access and use the respective services.

Motorola Solutions will provide and install equipment necessary to enable and support this Service.

In addition to providing the backhaul equipment and installation services, Motorola Solutions will maintain and manage network elements required to provide the Service ("Managed Elements"). Motorola Solutions will provide these services as needed to meet the Service Availability Goals described in this SOW. Motorola Solutions and its partners deliver services as mentioned in the SOW.

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

Notwithstanding, the connectivity contemplated in the ASTRO® 25 Connectivity Service will be provided by Motorola Solutions Connectivity Inc., a wholly owned subsidiary of Motorola Solutions. In order to enable delivery of these connectivity services, Ventura County must sign the Transport Connectivity Addendum ("TCA") attached to the Ventura County Agreement. Any transport or connectivity will be provided by Motorola Solutions Connectivity, Inc.

Motorola Solutions Connectivity, Inc. will utilize Motorola Solutions, Inc. as its billing and collection agent and Customer expressly agrees that invoices for services provided by Motorola Solutions Connectivity, Inc. may appear on invoices issued by Motorola Solutions, Inc. Charges for Motorola Solutions Connectivity, Inc. services that appear on invoices issued by Motorola Solutions, Inc. shall be paid to Motorola Solutions, Inc. and are fully satisfied under the billing and payment terms of the Motorola Solutions, Inc. Service Agreement.

In order to receive the services as defined within this SOW, Ventura County is required to keep the ASTRO 25 system within a standard support period as described in Motorola Solutions' [Software Support Policy \("SwSP"\)](#).

11.2 Prerequisites

To connect Ventura County's on-premises ASTRO 25 infrastructure sites and cores and receive the full scope of ACS services, Ventura County is required to have an ASTRO 25 infrastructure service package. Without the infrastructure services packages, some ACS services may be limited.

The Service is integrated with Ventura County's ASTRO 25 infrastructure service package as a supplemental service when purchased. The ASTRO 25 Connectivity Service to Ventura County's ASTRO 25 infrastructure sites and core may terminate upon Ventura County canceling its ASTRO 25 service package.

The ASTRO 25 Connectivity Service does not require separate service packages to support cloud-hosted applications like CirrusCentral Management. The Cloud applications utilizing ACS will have their own SOW (e.g., APX Next, SmartConnect, Cirrus, Critical Connect, etc.) as a part of their Software Services Subscriptions.

11.3 Product and Installation

11.3.1 Scope

Motorola Solutions will provide and manage connectivity service between the Customer's ASTRO 25 core sites and the ASTRO 25 remote sites, cloud data centers, or hosted data centers noted in **Section 11.3.5: ASTRO 25 Connectivity Service Sites and Equipment**.

11.3.2 Motorola Solutions Responsibilities

Motorola Solutions will fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service:

- Provide Managed Elements noted in Section 11.3.5: ASTRO 25 Connectivity Service Sites and Equipment to establish connectivity between the Customer-provided equipment and wiring for sites noted in the same table. Such Managed Elements are included in the service pricing for installation and setup and are determined by Motorola Solutions. Motorola Solutions will retain managed Elements used for service delivery.
- Perform a site survey prior to installation to assess that all the conditions for a proper site installation can be met, including, but not limited to the presence of network facilities necessary to provide the necessary connectivity. Motorola Solutions will note any variations of the site that would affect the hardware specifications or estimated labor involved for a standard installation. If the site survey indicates a non-standard installation (for example, the need for construction of "last mile" network facilities), then a mutually agreed change order may be required.
- It is assumed that in the building, LTE coverage is adequate at the installation site. If, during installation, it is determined the in-building LTE coverage is not adequate for service, then a mutually agreed change order may be required for external antenna installation.

- Standard Demarc – MSI will install cable between the Local Exchange Carrier Minimum Point of Entry (MPOE) and the Managed Elements located within the customer ASTRO infrastructure. MSI will install the demarc standard – which includes one service call, up to two (2) total hours of on-site labor, and installation of one (1) cat 3, 5, or 5e cable drop up to 150 feet (vertical length up to 12 feet), connectors, ty-wraps, jacks, face plates, and cable. A mutually agreed change order may be required if the site survey indicates a non-standard extended demarc (for example, the need for cable through walls over 150' or multiple floors).
- Install equipment supplied by Motorola Solutions. Installation period is within 45 business days from when Motorola Solutions and Customer execute the Agreement and related addendum or addenda.
- When available and approved by the Customer in writing, Motorola Solutions may use Customer-owned or Customer-managed resources at no additional cost to Motorola Solutions. The customer is solely responsible for maintaining and replacing such resources, and Motorola Solutions bears no responsibility for such resources. Motorola Solutions is further not responsible for any failures in such resources.
- Cooperate with the Customer to schedule the ASTRO 25 Connectivity Service implementation.
- Coordinate the activities of any Motorola Solutions subcontractors necessary to provide this service.
- Administer safe work procedures for installation.
- Assist the Customer with operating and using the system during cutover.
- Motorola Solutions may, in its sole discretion, choose to modify the backhaul design. These changes will result in equivalent or improved capacity, cost, reliability, or availability.

11.3.3 Customer Responsibilities

The Customer will fulfill the following responsibilities to provide the ASTRO 25 Connectivity Service:

- Provide buildings, equipment shelters, and towers required for system installation, including building sites for backhaul equipment.
- Ensure communications sites meet space, grounding, power, and connectivity requirements for equipment installation.
- Obtain all licensing, site access, or permitting required for project implementation.
- Provide a dedicated delivery point, such as a warehouse, for receipt, inventory, and storage of equipment prior to delivery to the site(s) if requested by Motorola Solutions.
- Ensure existing sites or equipment locations have sufficient space available for the system, as specified by Motorola's R56 Standards and Guidelines for Communication.
- Ensure that existing sites or equipment locations have adequate electrical power in the proper phase, in the proper voltage, and with necessary site grounding to support the requirements of the equipment provided with the ASTRO 25 Connectivity Service.
- Perform any location upgrades or modifications.
- Obtain and maintain approved local, State, or Federal permits necessary for installing and operating the proposed equipment.
- Provide any required system interconnections not specifically included in the ASTRO 25 Connectivity Service. Links provided by the ASTRO 25 Connectivity Service are outlined in Section 11.3.5: ASTRO 25 Connectivity Service Sites and Equipment.

- Install demarcation equipment, air conditioning, and other equipment that is not provided by Motorola Solutions and is necessary to support the project.
- Perform work necessary to complete the project outside the scope of the installation services provided by Motorola Solutions.
- If Motorola Solutions' design requires wireless backup and out-of-band ("OOB") monitoring, Motorola Solutions may provide a wireless modem at the Customer location for OOB monitoring for Motorola Solutions Managed Elements. The Customer shall provide access and accommodations to install the modem.
- The Customer will notify Motorola Solutions of any maintenance that may affect the operating status of the Managed Elements using a Customer Maintenance Change Management Request via the Customer Hub. Examples of maintenance activities include powering down the site, a Motorola Solutions' Managed Element, or a third-party Network Terminating Unit, or resetting, recabling, or moving equipment components.
- If a Motorola Solutions representative visits the Customer Site or works remotely, at the Customer's request, to investigate an issue with the Service, and the Motorola Solutions representative determines the Service is functioning correctly or is prevented from resolving the issue because the Customer did not provide access or reasonable assistance, the Customer will be charged at published or negotiated time and material rates.
- If Motorola Solutions agrees to manage any of the Customer's equipment components and determines that those components need to be upgraded before Motorola Solutions can manage them, the Customer will need to perform any upgrades required to support Motorola Solutions' management. Potential upgrades that might be necessary include upgrades for Managed Elements Enhanced Features, end-of-life conditions, and the like. Motorola Solutions will manage those Customer equipment components after the necessary upgrade is complete.
- Upon Motorola Solutions' request, the Customer or designated field service technician will reboot the Managed Elements, provide the LED light statuses of the third-party provider Network Terminating Unit where applicable, verify equipment power, verify that cables are securely connected, and insert a loopback plug.

11.3.4 Availability Goals

11.3.4.1 Service Level Availability Objectives

Motorola Solutions' ASTRO 25 Connectivity Service includes service level goals, calculated using a standard formula described below. Availability calculations include only active network sites during the reporting period. Inactive mobile sites are not factored into availability calculations. Motorola Solutions will monitor service availability 24 hours a day, seven days a week.

Availability Calculation

For the ASTRO 25 Connectivity Service, Motorola Solutions will provide the Customer with availability metrics for active sites. ASTRO 25 Connectivity Service availability is the percentage of time that the circuit is available within a given calendar month.

Motorola Solutions will determine connection availability individually for each of the Customer's ASTRO 25 Connectivity Service connections. Availability is calculated monthly by computing the total number of Critical P1 priority incident outage minutes, as defined in Table 11-2, in a calendar month and dividing that sum by the total number of minutes in a 30-day calendar month. Availability is calculated after a

Critical P1 incident ticket is opened. If the site has backup connectivity, this is factored into the availability calculation. The formula for computing target availability goals is as follows:

$$\text{Availability (\%)} = (1 - (\text{Total minutes of site Hard Outage per month} \div \text{Number of days in month} \times 24 \text{ hours/day} \times 60 \text{ minutes/hour})) \times 100.$$

Table 11-1 provides Motorola Solutions' availability goals for specific site types. This table contains Motorola Solutions' Service Level Goals.

Table 11-1: ASTRO 25 Connectivity Service Level Goals

Site Type	Link Count	Handoff (NID to SRX)	Hardware (per link)	Wireless Backup (VRF)	Service Level Goals
RF Site	1	10 – LC Fiber	SRX345	Yes (ASTRO 25 LMR)	99.95%
RF Subsite	1	10 – LC Fiber	SRX345	No	99.5%
Dispatch Site	1	10 – LC Fiber	SRX345	Yes (ASTRO 25 LMR)	99.95%
Conduit Hub (Standalone)	2	100 – LC Fiber	SRX1500	No	99.999%
Conduit Hub (Primary)	1	100 – LC Fiber	SRX1500	No	99.5%
Conduit Hub (Geo Location)	1	100 – LC Fiber	SRX1500	No	99.5%
Prime Site (Standalone)	2	100 – LC Fiber	SRX1500	Design Dependent	99.999%
Prime Site (Primary)	1	100 – LC Fiber	SRX1500	Design Dependent	99.5%
Prime Site (Geo Location)	1	100 – LC Fiber	SRX1500	Design Dependent	99.5%
ASTRO 25 Core (Primary)	2	1000 – LC Fiber	SRX1500	Yes (Cloud Apps)	99.999%
ASTRO 25 Core (DSR)	2	1000 – LC Fiber	SRX1500	Yes (Cloud Apps)	99.999%
Cirrus Hub	2	100 – LC Fiber	SRX345	No	99.999%

Outages

Availability is influenced by multiple factors, including network design, equipment, backhaul, and environmental factors. This section defines outage types and how they factor into service availability calculations.

Hard Outage

A hard outage, classified as a Critical P1 incident, is a complete loss of Motorola Solutions-provided backhaul connectivity, during which the Customer cannot use the service and is prepared to release it for immediate testing. Motorola Solutions factors hard outages into availability calculations and would impact the service level goals.

Planned Outages

Planned outages are pauses in service delivery that Motorola Solutions can notify the Customer of in advance, with a scheduled time for when the outage will end. If a planned outage exceeds the time that was predicted by 10% of the time scheduled, then the outage will be included as an agenda item for discussion at the next meeting between Motorola Solutions and the Customer. Motorola Solutions and the Customer will recategorize the outage during the meeting. Motorola Solutions does not include planned outages in connectivity availability calculations.

Force Majeure

An outage resulting from a *Force Majeure* event as defined in the Agreement is not included in availability calculations, but Motorola Solutions will provide a continuous commercially reasonable effort to restore system components affected by such event.

Availability Exclusions

The following items are excluded from Motorola Solutions' availability calculations:

- Periods of Soft Outage, during which the Customer is able to use the ASTRO 25 Connectivity Service, and is not prepared to release the service for immediate testing.
- Sites installed for less than one full calendar month.
- Customer Premises Equipment ("CPE") is not under Motorola Solutions' 24/7 monitoring coverage.
- Sites with wireless primary access.
- Customer sites with wireless backup access, where wireless signal strength does not meet wireless signal strength guidelines as required by Motorola Solutions.
- Any delay, act, or omission by the Customer or a third party, other than the local access provider, that causes or extends an outage is excluded from the availability calculation. In addition, periods of service degradation, such as slow data transmission, where a Critical P1 trouble ticket has not been opened with Motorola Solutions and the Customer has not released its Service for immediate testing, are excluded.
- IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE AGREEMENT, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA SOLUTIONS WILL HAVE NO LIABILITY FOR (A) INTERRUPTION OR FAILURE OF CONNECTIVITY, VULNERABILITIES, OR SECURITY EVENTS; (B) DISRUPTION OF OR DAMAGE TO CUSTOMER'S OR THIRD PARTIES' SYSTEMS, EQUIPMENT, OR DATA, INCLUDING DENIAL OF ACCESS TO USERS, OR SHUTDOWN OF SYSTEMS CAUSED BY INTRUSION DETECTION SOFTWARE OR HARDWARE; (C) AVAILABILITY OR ACCURACY OF ANY DATA AVAILABLE THROUGH THE SERVICE, OR INTERPRETATION, USE, OR MISUSE THEREOF; (D) TRACKING AND LOCATION-BASED SERVICES; OR (E) BETA SERVICES.

- “AS IS”. THE SOLUTION AND SUBSCRIPTION SERVICES DESCRIBED HEREIN ARE PROVIDED “AS IS”. MOTOROLA SOLUTIONS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.
- Availability and Accuracy. The customer acknowledges that the services' functionality, availability, and accuracy described herein depend on many elements beyond Motorola Solutions' control, including databases managed by Customer or third parties and Customer's existing equipment, software, and Customer Data. Therefore, Motorola Solutions does not guarantee the availability or accuracy of data or any minimum level of coverage or connectivity. The customer agrees not to represent to any third party that Motorola Solutions has provided such a guarantee. Interruption or interference with the services described herein may periodically occur.
- The Service and/or features may not be available in all areas.

11.3.4.2 Incident Priority Definitions and Response Times

This section describes incident priority levels that support availability measurements.

Table 11-2: ASTRO 25 Connectivity Incident Priority Definitions and Response Time Goals

Incident Priority	Incident Definitions	Primary Link Response Time Goals	Secondary Link Response Times
Critical P1	Hard Outage. The ASTRO 25 Connectivity Service is completely inoperable or degraded to the extent that it is unusable by the Customer. The Customer is prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
High P2	ASTRO 25 Connectivity Service performance is degraded, but the Customer is able to use the Service. Incidents are assigned this priority if the Customer is not prepared to release the service for immediate testing.	Monitored 24/7. Response within 15 minutes. Restoration in 3.5 hours.	8x5
Medium P3	A problem affects an ASTRO 25 Connectivity Service component, which does not impact service functionality or availability.	Monitored 24/7. Response within 15 minutes.	8x5
Low P4	<ul style="list-style-type: none"> ▪ Customer's requests that do not impact the ASTRO 25 Connectivity Service, such as a Customer request for an incident report ▪ Service incidents not covered by other priority levels. ▪ Scheduled maintenance. 	Monitored 24/7. Response within 15 minutes.	8x5

11.3.5 ASTRO 25 Connectivity Service Sites and Equipment

Table 11-3 describes sites included in the proposed backhaul design, notes their location, and lists the critical solution equipment provided for them.

Table 11-3: ASTRO 25 Connectivity Service Interconnected Site Locations

Site Name and Type	Site Address	Major Equipment
Government Center / SCC: Hub Site	General Services Agency Service Building, Ventura, CA 93009	SRX345, Dell 3930, SRX1500, and HP 2930F
FCC: Direct Connect Site and CirrusCentral Management	160 Durley Ave, Camarillo, CA 93010	SRX345 and Dell 3930

11.4 Availability Reports

11.4.1 Description of Service

Motorola Solutions will track the availability of the Customer's ASTRO 25 Connectivity Service components using standardized availability reports and will endeavor to achieve availability goals based on those reports. Motorola Solutions automatically collects and collates availability data from network elements and uses that data to determine system health and if any maintenance or improvements are needed. Trend analysis can indicate capacity, availability, or reliability issues before they significantly affect services.

11.4.2 Scope

Each month, Motorola Solutions will create and distribute a network availability report to compare with availability levels described in Section 11.3.4: Availability Goals.

This service includes the following tasks:

- **Data Collection** – Availability data is remotely collected and stored for reporting purposes.
- **Data Reporting** – A suite of availability reports is generated and uploaded to the Customer Hub.

11.4.3 Inclusions

Availability reports will be provided for Motorola Solutions-provided site connections included in the ASTRO 25 Connectivity Service.

11.4.4 Motorola Solutions Responsibilities

- Collect availability data through defined interfaces.
- Provide the availability reports within Customer Hub.
- Provide a Motorola Solutions point of contact for questions the Customer has about the findings or service reports provided by Motorola Solutions.

11.4.5 Limitations and Exclusions

- Motorola Solutions' availability target objectives and related availability calculations exclude availability degradation resulting from the customer's failure to take necessary actions promptly.

11.4.6 Customer Responsibilities

- Designate an authorized reporting contact to work with Motorola Solutions to address any questions.
- When necessary, perform corrective actions identified by Motorola Solutions' project team as outside the scope of Motorola Solutions' responsibilities.

11.5 Backhaul Event Monitoring

11.5.1 Description of Service

Backhaul Event Monitoring provides real-time end-to-end event monitoring and fault isolation for ASTRO 25 Connectivity Service backhaul components and links. A set of sophisticated tools supports remote detection and classification of events on the Customer's backhaul network. When an event is detected, Motorola Solutions will determine the status of impacted backhaul links and engage with other service teams as needed to isolate the cause and resolve the incident. Motorola Solutions will respond to incidents in accordance with Section 11.3.4.2: Incident Priority Definitions and Response Times.

11.5.2 Scope

Backhaul Event Monitoring is available 24 hours a day, seven days a week. Motorola Solutions' tools and processes for monitoring ASTRO 25 radio networks will be leveraged to monitor the backhaul endpoints effectively, and to provide a consistent monitoring experience if receiving both services. Incidents that are generated by the monitoring service will be handled per Section 11.3.4.2: Incident Priority Definitions and Response Times.

11.5.3 Inclusions

Backhaul Event Monitoring is provided for the backhaul links and equipment listed in Section 11.3.5: ASTRO 25 Connectivity Service Sites and Equipment.

11.5.4 Motorola Solutions Responsibilities

- Use concurrent connectivity through the network connection established to support Backhaul Event Monitoring.
- Verify connectivity and backhaul-specific event monitoring after system installation is complete.
- Monitor backhaul links continuously 24 hours daily, seven days weekly.
- Create incident tickets when necessary. Identify and classify the link associated with the incident. Gather information to perform the following:
 - Characterize the issue.

- Determine a plan of action.
 - Assign and track the incident to resolution.
- Remotely access the Customer’s backhaul to perform remote diagnosis and fault isolation (P1 and P2) as permitted by the Customer pursuant to Section 11.5.6: Customer Responsibilities.
- Dispatch the Customer’s field service technician or local technician designated in the CSP when necessary and maintain communications with the Customer until the incident is resolved. Provide updates in accordance with the agreed frequency until resolution. Dispatching an onsite resource is applicable.

11.5.5 Limitations and Exclusions

- Monitoring excludes Customer Enterprise Network (“CEN”) components.
- Additional support charges beyond the contracted service rates may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters.
- Motorola Solutions is not responsible for system faults or deficiencies that are caused by changes or modifications to the system not performed by Motorola Solutions.

11.5.6 Customer Responsibilities

- Provide Motorola Solutions with continuous remote access to enable the monitoring service.
- Provide continuous utility service to any Motorola Solutions backhaul equipment installed or used at the Customer’s premises to support service delivery. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer’s premises.
- Prior to the contract start date, provide Motorola Solutions with pre-defined information necessary to complete a CSP, including:
 - Incident notification preferences and procedures.
 - Repair verification preference and procedure.
 - Database and escalation procedure forms.
- Submit changes in any information supplied to Motorola Solutions and included in the CSP to the Customer Support Manager (“CSM”).
- Notify the CMSO when the Customer performs any activity that impacts the backhaul components. Activity that impacts the backhaul components may include but is not limited to, installing software or hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.
- Allow Motorola Solutions’ field service technician, designated in the CSP, access to equipment, including any connectivity or monitoring equipment, if remote service is impossible.
- Allow Motorola Solutions’ field service technician, designated in the CSP, access to remove Motorola Solutions-owned monitoring equipment upon cancellation of service.
- Provide Motorola Solutions with all Customer-managed passwords required to access the Customer’s system upon request, when opening a request for service support, or when needed to enable a response to a technical issue.

- Pay additional support charges above the contracted service agreements that may apply if it is determined that backhaul faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Acknowledge that incidents will be handled in accordance with Section 11.3.4.2: Incident Priority Definitions and Response Times.

11.6 Remote Technical Support

11.6.1 Description of Service

Motorola Solutions' Remote Technical Support service provides telephone consultation for technical issues that require ASTRO 25 Connectivity Service backhaul knowledge and troubleshooting capabilities. As with ASTRO 25 incidents, the CMSO Service Desk will respond to ASTRO 25 Connectivity Service incidents.

11.6.2 Scope

The CMSO Service Desk is available via telephone 24 hours per day, seven days per week, and 365 days per year to receive and log requests for technical support. Remote Technical Support service is provided in accordance with Section 11.3.4.2: Incident Priority Definitions and Response Times. Any unresolved incidents will be escalated to Motorola Solutions Engineering and Original Equipment Manufacturers (OEM) for further assistance.

11.6.3 Motorola Solutions Responsibilities

- Maintain availability of the Motorola Solutions CMSO Service Desk via telephone (800-221-7144) 24 hours per day, seven days per week, and 365 days per year to receive, log, and classify Customer requests for support.
- Respond to requests for service in accordance with Section 11.3.4.2: Incident Priority Definitions and Response Times.
- Provide the caller with a plan of action outlining additional requirements, activities, or information required to achieve restoral/fulfillment.
- Maintain communication with the Customer in the field as needed until resolution of the incident.
- Coordinate technical resolutions with agreed upon third-party vendors, as needed.
- Escalate support issues to additional Motorola Solutions technical resources, as applicable.
- Determine, in its sole discretion, when an incident requires more than the Remote Technical Support services described in this SOW and notify the Customer of an alternative course of action.
- If a customer has ACS and has an ASTRO 25 system network monitoring service or an ASTRO system Infrastructure service package that has monitoring. In that case, Motorola shall be able to deliver an integrated enhanced support plan for both the ASTRO system and its backhaul links.

11.6.4 Limitations and Exclusions

The following activities are outside the scope of the Remote Technical Support service:

- Customer training.
- Remote Technical Support for network transport equipment or third-party products not sold by Motorola Solutions.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.

11.6.5 Customer Responsibilities

- Submit changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Contact the CMSO Service Desk to engage the Remote Technical Support service when needed, providing the necessary information for proper entitlement services. This information includes but is not limited to the contact's name, the customer's name, the system ID number, the site(s) in question, and a brief description of the problem that contains pertinent information for initial issue classification.
- Maintain suitably trained technical resources familiar with the operation of the Customer's system to provide field maintenance and technical maintenance services for the system.
- Supply suitably skilled and trained on-site presence when requested.
- Validate issue resolution in a timely manner prior to the close of the incident.
- Acknowledge that incidents will be handled in accordance with Section 11.3.4.2: Incident Priority Definitions and Response Times.
- Cooperate with Motorola Solutions, performing reasonable or necessary acts to enable Motorola Solutions to provide Remote Technical Support. These actions include but are not limited to, providing System IP information, local hardware logs, software versions, and Customer change management information.

11.7 On-site Response

Motorola Solutions' On-site Response service provides incident management and escalation for on-site technical service requests. The service is delivered by Motorola Solutions' Centralized Managed Support Operations (“CMSO”) organization in cooperation with a local service provider.

11.7.1 Description of Service

The Motorola Solutions CMSO Service Desk will receive the Customer's request for on-site service.

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to achieve response time goals.

The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 11.3.4.2: Incident Priority Definitions and Response Times.

Motorola Solutions will manage incidents as described in this SOW. The CMSO Service Desk will contact the field service technician until the incident is closed.

11.7.2 Scope

- On-site Response is available as needed to support the availability described in Section 11.3.4: Availability Goals.

11.7.3 Inclusions

On-site Response is provided for hardware included with ASTRO 25 Connectivity Service.

11.7.4 Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required personnel access to relevant Customer information, as needed.
- Motorola Solutions designated field service technician will perform the following on-site:
 - Run diagnostics on the component.
 - Perform physical fault restoration and hardware maintenance to restore component functions.
 - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
 - If a third-party vendor is needed to restore the system, the vendor can be accompanied onto the Customer's premises.
 - If the Customer's repair verification is required in the Customer Support Plan ("CSP"), verify with the Customer that restoration is complete or the system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be closed, and the field service technician will be released.
 - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions on-site service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP and Service Configuration Portal ("SCP"):
 - Open and closed.
 - Open, assigned to the Motorola Solutions field service technician, arrival of the service technician on-site, delayed or closed.
- Provide incident activity reports to the Customer if requested.

11.7.5 Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Prior to the start date, provide Motorola Solutions with the following pre-defined Customer information and preferences necessary to complete CSP:

- Incident notification preferences and procedure.
- Onsite Repair verification preference and procedure.
- Database and escalation procedure forms.
- Submit changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide the following information when initiating a service request:
 - Assigned site ID number.
 - Problem description and site location.
 - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technicians with access to equipment.
- Supply spare or FRU, as applicable, in order for Motorola Solutions to restore the system.
- Maintain and store software needed to restore the system in an easily accessible location.
- Maintain and store proper system backups in an easily accessible location.
- If required by repair verification preference provided by the Customer, verify with the CMSO Service Desk and dispatch that restoration is complete or the system is functional.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- In the event that Motorola Solutions agrees to provide On-site Response to Customer-provided third-party elements, the Customer agrees to obtain and provide applicable third-party consents or licenses to enable Motorola Solutions to provide the service.

11.8 Software Updates

11.8.1 Description of Service

Each quarter, Motorola Solutions will provide relevant Original Equipment Manufacturer (“OEM”) software patches for backhaul equipment included in the ASTRO 25 Connectivity Service. These patches will update equipment when required to maintain components' compatibility or address security vulnerabilities.

11.8.2 Scope

Motorola Solutions will update network components when it is necessary to maintain the ASTRO 25 Connectivity Service and will provide security updates to address identified security vulnerabilities.

Software Updates follow Motorola Solutions' defined change management process to avoid potential disruption. Once an OEM software update is available, Motorola Solutions initiates the change process to define the update's impact and work with the Customer to schedule its implementation.

11.8.3 Inclusions

Motorola Solutions will provide relevant software patches and updates as provided by OEMs based on a schedule mutually agreed upon schedule.

11.8.4 Motorola Solutions Responsibilities

- Provide relevant software and security patches to the Customer when provided by the OEM.
- Notify the Customer if an update will require network downtime to implement.
- Work with the Customer to schedule installation of disruptive software patches.

11.8.5 Limitations and Exclusions

- Motorola Solutions does not provide warranties on software updates. Warranties on software updates, if available, will be provided directly by the OEM.

11.8.6 Customer Responsibilities

- Work with Motorola Solutions to schedule the installation of disruptive software patches when required.