

# SECTION 12

# POST-WARRANTY MAINTENANCE, HARDWARE AND SOFTWARE PROGRAMS

RADIO COMMUNICATIONS SYSTEM

DECEMBER 21, 2016



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# POST-WARRANTY MAINTENANCE, HARDWARE AND SOFTWARE PROGRAMS

*(Years 4-15)*

## 12.1 POST WARRANTY SERVICES OVERVIEW

As requested in the RFP, Motorola is proposing post warranty services which are described in this section.

In order to ensure the continuity of the MERA network and reduce system downtime Motorola originally proposed our Advanced Plus Services offering to MERA Appropriate for customers who wish to leverage Motorola's experienced personnel to maintain mission-critical communications for their first responders, Advanced Plus Services focuses on monitoring the network on an ongoing basis, proactively mitigating potential functionality and security issues, and providing both remote and onsite support. In subsequent dialog with MERA, MERA has requested a streamlined post warranty offering consisting of only the following post warranty services.

- Technical Support.
- Network Hardware Repair

These services will be delivered to MERA through the combination of local service personnel either dedicated to the network or engaged as needed; a centralized team within Motorola's Solutions Support Center (SSC), which operates on a 24 x 7 x 365 basis; and our Repair Depot, which will ensure that equipment is repaired to the highest quality standards. The collaboration between these service resources, all of who are experienced in the maintenance of mission-critical networks, will enable a swift analysis of any network issues, an accurate diagnosis of root causes, and a timely resolution and return to normal network operation.

## 12.2 SERVICES DESCRIPTION

### 12.2.1 Centralized Service Delivery

Centralized support will be provided by Motorola's support staff, located at our Service Desk and Solutions Support Center (SSC). These experienced personnel will provide direct service and technical support through a combination of Service Desk telephone support, technical consultation and troubleshooting through the SSC, and ongoing network monitoring of the MERA system.

Motorola will provide **Service Desk** response as a single point of contact for all support issues, including communications between MERA, third-party subcontractors and manufacturers, and Motorola. When MERA personnel call for support, the Service Desk will record, track, and update all Service Requests, Change Requests, Dispatch Requests, and Service Incidents using Motorola's Customer Relationship Management (CRM) system. The Service Desk is responsible for

documenting MERA inquiries, requests, concerns, and related tickets; tracking and resolving issues; and ensuring timely communications with all stakeholders based on the nature of the incident.

As tickets are opened by the Service Desk, issues that require specific technical expertise and support will be routed to our Solutions Support Center (SSC) system technologists for **Technical Support**, who will provide telephone consultation and troubleshooting capabilities to diagnose and resolve infrastructure performance and operational issues. Motorola's recording, escalating, and reporting process applies ISO 90001 and TL 9000-certified standards to the Technical Support calls from our contracted customers, reflecting our focus on maintaining mission-critical communications for the users of our systems.

## 12.2.2 Network Hardware Repair

Infrastructure Repair service provides for the repair of all Motorola-manufactured equipment, as well as equipment from third-party infrastructure vendors. All repair management is handled through a central location eliminating your need to send equipment to multiple locations.

Comprehensive test labs replicate your network in order to reproduce and analyze the issue. State-of-the-art, industry-standard repair tools enable our technicians to troubleshoot, analyze, test, and repair your equipment. Our ISO9001 and TL9000-certified processes and methodologies ensure that your equipment is quickly returned maintaining the highest quality standards.

Service agreements allow you to budget your maintenance costs on an annual basis. Equipment covered under service agreements also receives higher service priority, which results in quicker repair times.

## 12.3 MOTOROLA'S SERVICE CAPABILITIES

Our focus on the needs of our public safety partners has led us to recognize that an integrated implementation and service delivery team that takes a new system from system installation, to acceptance, to warranty, and all the way through extended maintenance, is the best way to ensure that public safety communications systems meet the needs of first responders. Motorola's team of experts, have developed refined processes and sophisticated tools through our experience in delivering mission-critical communications.

### 12.3.1 On-Call Support through the Solutions Support Center (SSC)

The cornerstone of our customer care process, Motorola's Solution Support Center (SSC) is staffed 24x7x365 by experienced system technologists. This TL 9000/ISO 9001-certified center responds to over 5000 public safety, utility, and enterprise customers. With over 100,000 phone and email interactions with Motorola customers per month, the SSC provides our customers with a centralized contact point for service requests.

### 12.3.2 Centralized Repair Management through Motorola's Repair Depot

Our repair management depot coordinates component repair through a central location, eliminating the need to send system equipment to multiple vendor locations for repair. Once equipment is at the depot, technicians will replicate MERA network configuration in our comprehensive test labs in order to reproduce and analyze the issue. Technicians will then restore the equipment to working order.

After repairs are completed, equipment will be tested to its original performance specifications and, if appropriate, configured for return to use in MERA system. All components being repaired are tracked



throughout the process, from shipment by MERA to return through a case management system where users can view the repair status of the radio via a web portal.

### 12.3.3 System Upgrade Agreement (SUA/SUA II)

Modern LMR systems are specialized Information Technology (IT) networks that are a hybrid composition of commercial off-the-shelf IT components, specialized Radio Frequency (RF) components and software designed to comply with standards-based specifications. To ensure the highest level of operation, allow for system expansion, provide maximum lifespan and protect the initial investment, regular update and replacement of individual software and hardware components is required.

The Motorola System Upgrade Agreement is comprehensive approach to technology refreshment of the ASTRO 25 system aligned with the Motorola lifecycle roadmap. The SUA is a complete package of hardware, software and implementation services required to update the ASTRO 25 system on an annual basis to a level consistent the latest systems leaving the factory.

Updates to OEM components ensure availability of repair services support and may also provide increased capacity and processing speed. Regular updates enable system expansion (i.e. expansion of RF sites, dispatch positions, data sub-systems, network management positions, etc.). Professional implementation services guarantee live system upgrades are performed with minimal interruption to system operation with minimal reliance on owner resources. SUA ensures the ASTRO 25 system functions at the highest level of operation, allows for expansion and feature enhancement and maximizes the lifespan of the investment. For owners that are committed to upgrading their system on a regular basis, SUA provides a consistent budgeting solution that provides complete coverage, see Table 12-1.

**Table 12-1: System upgrade Agreement.**

	SUA II	SUA
Anti-virus Definition Update		
Minor Release (patch release)	✓	✓
Information Assurance Remediation		
Major Release (system release)	✓	✓
Hardware Refresh	✓	✓
Implementation Services	✓	✓
Regional Partner Invoicing	available	available
Major upgrades in 2yr period	1	2

- Anti-virus definitions and intrusion detection sensor updates for Motorola supplied equipment from applicable original equipment manufacturer.
- Minor releases may include commercial OS and application security updates, patches and service pack updates for Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available.
- Recommendations for IA remediation may include, but is not limited to the following: provide security software updates; provide operating system security updates or patches; implement configuration changes; upgrade to a later ASTRO 25 System Release (upgrade expense not included), or recommending a compensating control.



- Major releases include commercial OS and application software updates as well as Motorola system release software to improve the system functionality and operation from previous releases as well as significant new feature enhancements that are available for purchase.
- Hardware refresh includes version updates and/or replacements for Motorola FRU and third-party networking and computing hardware.
- Implementation services include all in-house and on-site resources to implement and test major release update.
- Regional partner invoicing provides ability to separate invoicing across multiple agencies.
- SUA II configuration covers one major release upgrade every two years while SUA configuration covers one major release upgrade each year.

## 12.4 SERVICE STATEMENTS OF WORK

The following service statements of work are included at the end of this section:

- ASTRO 25 Infrastructure Repair
- ASTRO 25 Technical Support
- System Upgrade Agreement II (SUA II)



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# Infrastructure Repair Statement of Work

Version 3.0

February 2015

## Infrastructure Repair Overview

Motorola provides a hardware repair service for all of the Motorola and select third-party infrastructure equipment supplied by Motorola. The Motorola authorized Repair Depot manages and performs the repair of Motorola supplied equipment as well as coordinating the equipment repair logistics process.

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

### 1.1 Description of Services

Infrastructure components are repaired at a Motorola authorized Infrastructure Depot Operations (IDO). At Motorola's discretion, select third party Infrastructure may be sent to the original equipment manufacturer or third party vendor for repair.

### 1.2 Scope

Repair Authorizations are obtained by contacting the Solutions Support Center (SSC) which is available 24 hours a day, 7 days a week.

Repair authorizations can also be obtained online via Motorola Online at <https://businessonline.motorolasolutions.com>, under Repair Status/Submit Infrastructure RA.

### 1.3 Geographic Availability

Infrastructure repair is supported globally; geographic proximity will determine repair location.

### 1.4 Inclusions

Infrastructure repair is available on Motorola sold communication systems which may include some aspect of third party hardware and software. Motorola will make a "Commercially Reasonable Effort" to repair Motorola manufactured infrastructure products for seven years after product cancellation.

### 1.5 Exclusions

If infrastructure is no longer supported by Motorola, the original equipment manufacturer or a third party vendor, Motorola may return said equipment to the customer without repair or replacement. The following items are excluded from Infrastructure Repair:

1.4.1 All Motorola infrastructure hardware over seven (7) years from product cancellation date.

1.4.2. All Third party infrastructure hardware over two (2) years from product cancellation date.

1.4.3 All Broadband infrastructure over three (3) years from product cancellation date

1.4.4 Physically damaged infrastructure.

1.4.5 Third party equipment not shipped by Motorola

1.4.6 Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.

1.4.7 Video retrieval from Digital In-Car Video equipment.

1.4.8 Infrastructure backhaul including but not limited to, Antennas, Antenna Dehydrator, Microwave<sup>1</sup>, Line Boosters, Amplifier, Data Talker Wireless Transmitter, Short haul modems, UPS<sup>1</sup>

1.4.9 Test equipment.

1.4.10. Racks, furniture and cabinets.

1.4.11. Firmware and/or software upgrades.

<sup>1</sup> Excluded from service agreements but may be repaired on an above contract, time and material basis. All UPS Systems must be shipped to IDO for repair. Note! Excludes batteries and on-site services

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

1.5.1 Enable Customer access to the Motorola call Center operational 24 hours a day, 7 days per week, to create requests for repair service.

1.5.2 Provide repair return authorization numbers when requested by Customer.

1.5.3 Receive malfunctioning infrastructure from customer and document its arrival, repair and return.

1.5.4 Perform the following service on Motorola infrastructure:

1.5.4.1 Perform an operational check on the infrastructure to determine the nature of the problem.

1.5.4.2 Replace malfunctioning Field Replacement Units (FRU) or components.

1.5.4.3 Verify that Motorola infrastructure is returned to Motorola manufactured specifications, as applicable.

1.5.4.4 Perform a box unit test on all serviced infrastructure.

1.5.4.5 Perform a system test on select infrastructure.

1.5.5 Provide the following service on select third party infrastructure:

1.5.5.1 Perform pre-diagnostic and repair services to confirm infrastructure malfunction and eliminate sending infrastructure with no trouble found (NTF) to third party vendor for repair, when applicable.

1.5.5.2 Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.

1.5.5.3 Track infrastructure sent to the original equipment manufacturer or third party vendor for service.

1.5.5.4 Perform a post-test after repair by Motorola, original equipment manufacturer, or third party vendor to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola system configuration, when applicable.

1.5.5.5 Re-program repaired infrastructure to original operating parameters based on software/firmware provided by customer as required by section 1.6.7. If the customer software version/configuration is not provided, shipping times will be delayed. If the Infrastructure repair depot determines that the malfunctioning infrastructure is due to a software defect, the repair depot reserves the right to reload infrastructure with a similar software version.

1.5.5.6 Properly package repaired infrastructure.

1.5.5.7 Ship repaired infrastructure to the customer specified address during normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays. FRU will be sent two-day air unless otherwise requested. Motorola will pay for such shipping, unless customer requests shipments outside of the above mentioned standard business hours and/or carrier

programs, such as NFO (next flight out). In such cases, customer will be responsible for payment of shipping and handling charges.

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

1.6.1 Contact or instruct Servicer to contact the Motorola System Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure.

1.6.2 Provide model description, model number and serial number, type of system, software and firmware version, symptom of problem and address of site location for FRU or infrastructure.

1.6.3 Indicate if infrastructure or third party infrastructure being sent in for service was subjected to physical damage or lightning damage.

1.6.4 Follow Motorola instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.

1.6.5 Provide customer purchase order number to secure payment for any costs described herein.

1.6.6 Properly package and ship the malfunctioning FRU, at Motorola's expense. Customer is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives undamaged and in repairable condition.

1.6.6.1 Clearly print the return authorization number on the outside of the packaging.

1.6.7 Maintain versions and configurations for software/applications and firmware to install repaired equipment.

1.6.8 Provide Motorola with proper software/firmware information to reprogram equipment after repair unless current software has caused this malfunction.

1.6.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the infrastructure repair services to customer.

# **ASTRO<sup>®</sup> 25 Technical Support Statement of Work**

**Version 1.4**

## Technical Support Overview

Motorola's Technical Support service provides telephone consultation for technical issues that require a high level of ASTRO network expertise and troubleshooting capabilities. Remote Technical Support is delivered through the Motorola System Support Center (SSC) by a staff of technical support specialists skilled in diagnosis and swift resolution of infrastructure performance and operational issues. Technical Support provides access to a solutions database, as well as access to in house test labs and additional Motorola technical resources

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

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

### 1.1 Description of Technical Support Services

Motorola's System Support Center (SSC) will provide technical support to assist the customer's technical resources of the Motorola's currently supported infrastructure. This team of highly skilled professionals is available to the customer as an integrated part of the support and technical issue resolution process. The SSC remotely supports the customer and works with but not limited to fault diagnostics tools, simulation networks and fault database search engines.

The Technical Support Operations is available 24 hours a day; 7 days per week to support technical requests ([see severity level response time commitments](#)). Calls requiring incidents, problems, or service requests will be logged in Motorola's issue management system. This ensures that technical issues are prioritized, updated, tracked and escalated as necessary, until resolution. The Technical Support Operations shall assign the priority level as in accordance with the agreed [Severity Level Definitions](#) stated in this document.

Motorola will track the progress of each case from initial logging to resolution. Motorola will ensure that the customer is advised of the case progress and informed of tasks that require further investigation and assistance from the customer's technical resources

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

### 1.2 Scope

Technical Support service is available 24 hours a day, 7 days a week based on [Severity Level Definitions](#).

### 1.3 Geographic Availability

Technical Support is available to any customer regardless of their geographic location and timeframes are based on the customer's local time zone.



## 1.4 Inclusions

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

## 1.5 Limitations and Exclusions

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

- 1.5.1 Emergency on-site visits required to resolve technical issues that cannot be resolved by with SSC working remotely with the local customer technical resource.
- 1.5.2 Third party support for equipment not sold by Motorola as part of the original system.
- 1.5.3 System installations, upgrades, and expansions.
- 1.5.4 Customer training.
- 1.5.5 Hardware repair and/or exchange.
- 1.5.6 Network security services.
- 1.5.7 Network transport.
- 1.5.8 Information Assurance.
- 1.5.9 Motorola services not included in this statement of work.
- 1.5.10 Any technical support required as a result of a virus or unwanted intrusion is excluded if the system is not protected against these security threats by Motorola's Pre-tested Security Update Service when applicable.

## 1.6 Motorola has the following responsibilities:

- 1.6.1 Enable customer access to the Motorola Technical Support Center (800-221-7144), 24 hours a day, 7 days per week, to answer, document and respond to requests for support.
- 1.6.2 Respond to requests for Technical Support in accordance with the response times set forth in the [Severity Level Response Time Commitments](#) section of this document and the severity level defined in the [Severity Level Definitions](#) section of this document.
- 1.6.3 Advise caller of procedure for determining any additional requirements, activities or information relating to issue restoration and/or characterization.
- 1.6.4 Maintain communication with the customer in the field as needed until resolution of the case
- 1.6.5 Coordinate technical resolutions with agreed upon third party vendors, as needed.
- 1.6.6 Escalate and manage support issues, including systemic issues, to additional Motorola technical resources, as applicable.
- 1.6.7 Escalate the case to the appropriate party upon expiration of a response time.

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

### **1.7 The Customer has the following responsibilities:**

- 1.7.1 Provide Motorola with pre-defined information prior to contract start date necessary to complete Customer Support Plan (CSP).
- 1.7.2 Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- 1.7.3 Contact the SSC in order to engage the Technical Support service, providing the necessary information for proper entitlement services. Including but not limited to the name of contact, name of customer, system ID number, site(s) in question, and brief description of the problem including pertinent information for initial issue characterization.
- 1.7.4 Maintain suitable trained technical resources that provide field maintenance and technical maintenance services to the system, and who are familiar with the operation of that system.
- 1.7.5 Provide SSC access via the remote connection that has been established through other sold services (e.g. Network Fault Monitoring)
- 1.7.6 Supply suitably skilled and trained on-site presence when requested by the SSC.
- 1.7.7 Validate issue resolution prior to close of the case in a timely manner.
- 1.7.8 Acknowledge that cases will be handled in accordance with the times and priorities as defined in the [Severity Level Definitions](#) and in the [Severity Level Response Time Commitments](#) section in this document.
- 1.7.9 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide the Technical Support service.

## 1.7 Severity Level Definitions

The following severity level definitions will be used to determine the maximum response times:

Severity Level	Severity Definition
Severity 1	<p>This is defined as a failure that causes the system and/or infrastructure a loss of voice functionality and no work-around or immediate solution is available.</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>• 33% of call processing resources impaired</li> <li>• Site Environment alarms:                             <ul style="list-style-type: none"> <li>○ Smoke,</li> <li>○ Unauthorized access</li> <li>○ Temperature</li> <li>○ Power failure</li> </ul> </li> </ul>
Severity 2	<p>This is defined as a fault that causes the system to operate with a continuous reduction in capacity or functionality of core services (core services include, voice, data or network management).</p> <p>The following are examples of this kind of failure:</p> <ul style="list-style-type: none"> <li>• Less than 33% of call processing resources impaired</li> <li>• Failure of a single redundant component</li> </ul>
Severity 3	<p>This is defined as a fault which reduces the functionality, efficiency or usability of core services (voice, data and network management) and there is a viable work-around in place.</p> <p>The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Intermittent faults that are infrequent and minor impact to core services</li> <li>• Statistical reporting problems</li> </ul>
Severity 4	<p>This is defined as a minor issue, which has little or no impact on the functionality, efficiency or usability of core services. The following are examples of this kind of severity:</p> <ul style="list-style-type: none"> <li>• Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the user.</li> <li>• Faults that have no impact in how the user perceives the system to work.</li> <li>• Cosmetic issues.</li> <li>• Requests for information.</li> <li>• Preventive Maintenance</li> </ul>

## 2.1 Severity Level Response Time Commitments

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

Severity Level	Response Time
Severity 1	A Motorola SSC Technician will make contact with the customer technical representative within one hour of the request for support being logged in the issue management system. Continual effort will be maintained to restore the system or provide a workaround resolution. Response provided 24 x 7.
Severity 2	A Motorola SSC Technician will make contact with the customer technical representative within four hours of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 3	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.
Severity 4	A Motorola SSC Technician will make contact with the customer technical representative within the next business day of the request for support being logged at the issue management system. Response provided 8 x 5 on standard business days, which is normally Monday through Friday 8AM to 5PM, excluding US Holidays.

## STATEMENT OF WORK

### ASTRO 25 SYSTEM UPGRADE AGREEMENT II (SUA II)

#### 1.0 Description of Service and Obligations

- As system releases become available, Motorola agrees to provide the Customer with the software, hardware and implementation services required to execute up to one system infrastructure upgrade in a two-year period for their ASTRO 25 system. At the time of the system release upgrade, Motorola will provide applicable patches and service pack updates when and if available. Currently, Motorola's service includes 3rd party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola software service packs that may be available. Motorola will only provide patch releases that have been analyzed, pre-tested, and certified in a dedicated ASTRO 25 test lab to ensure that they are compatible and do not interfere with the ASTRO 25 network functionality.

As per Motorola's RFP response, section 10.9 – System Software/Hardware Refresh – Motorola will provide a system software and hardware refresh at Final Acceptance, and at the end of Warranty. With the SUA2 program, Motorola will provide system software and hardware upgrades every 2 years following the end of warranty.

- The Customer will have, at its option, the choice of upgrading in either Year 1 or Year 2 of the coverage period. To be eligible for the ASTRO 25 SUA II, the ASTRO 25 system must be at system release 7.7 or later.
- ASTRO 25 system releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At Motorola's option, system releases may also include significant new feature enhancements that Motorola may offer for purchase. System release software and hardware shall be pre-tested and certified in Motorola's Systems Integration Test lab.
- The price quoted for the SUAII requires the Customer to choose a system upgrade from the list of System Release Upgrade Paths available to the Customer as per the system release upgrade chart referenced and incorporated in Appendix A. Should the Customer elect an upgrade path other than one listed in Appendix A, the Customer agrees that additional costs may be incurred to complete the implementation of the system upgrade. In this case, Motorola agrees to provide a price quotation for any additional materials and services necessary.
- ASTRO 25 SUA II entitles a Customer to past software versions for the purpose of downgrading product software to a compatible release version.
- The following ASTRO 25 certified system release software for the following products are covered under this ASTRO 25 SUA II: base stations, site controllers, comparators, routers, LAN switches, servers, dispatch consoles, logging equipment, network management terminals, Network Fault Management ("NFM") products, network security devices such as firewalls and intrusion detection sensors, and associated peripheral infrastructure software.

- Product programming software such as Radio Service Software (“RSS”), Configuration Service Software (“CSS”), and Customer Programming Software (“CPS”) are also covered under this SUA II.
- ASTRO 25 SUA II makes available the subscriber radio software releases that are shipping from the factory during the SUA II coverage period. New subscriber radio options and features not previously purchased by the Customer are excluded from ASTRO 25 SUA II coverage. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.
- Motorola will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality up to once in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, stations, consoles, backhaul, civil, network changes and additions, and managed services are not included.

New features that may become available with future releases *that would require new hardware for that specific feature*, are not included in the SUA2.

As Marin County will be receiving new MCC7500s to replace existing Gold Elites consoles, the MCC7500s will become part of the SUA2 program.

- The following hardware components, if originally provided by Motorola, are eligible for full product replacement when necessary per the system release upgrade :
  - 1..1 Servers
  - 1..2 PC Workstations
  - 1..3 Routers
  - 1..4 LAN Switches
  - 1..5 Firewalls
  - 1..6 NICE IP Logging Hardware

Those items which are not provided by Motorola such as Keyboard and Mouse extenders to remote workstations are not included in the SUA2.

- The following hardware components, if originally provided by Motorola, are eligible for board-level replacement when necessary per the system release upgrade. A “board-level replacement” is defined as any Field Replaceable Unit (“FRU”) for the products listed below:
  - 1..1 GTR 8000 Base Stations
  - 1..2 GCP 8000 Site Controllers
  - 1..3 GCM 8000 Comparators
  - 1..4 MCC 7500 Console Operator Positions
  - 1..5 STR 3000 Base Stations
  - 1..6 Quantar Base Stations
  - 1..7 Centracom Gold Elite Console Operator Interface Electronics
  - 1..8 Centracom Gold Elite Central Electronics Banks
  - 1..9 Ambassador Electronics Banks
  - 1..10 Motorola Gold Elite Gateways

- 1..11 ASTROTAC Comparators
- 1..12 PSC 9600 Site Controllers
- 1..13 PBX Switches for Telephone Interconnect
- 1..14 NFM/NFM XC/MOSCAD RTU

- The ASTRO 25 SUA II does not cover all products. Refer to section 3.0 for exclusions and limitations.

Tech Support has been included for the system and is available on a 24/7 basis. Tech support covers those items that have been provided by Motorola, including NICE IP Logging equipment and software. Items and software not provided by Motorola are not part of technical support.

- Motorola will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality up to once in a two-year period. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.
- As system releases become available, Motorola will provide up to once in a two-year period the following software design and technical resources necessary to complete system release upgrades:
  - 1..1 Review infrastructure system audit data as needed.
  - 1..2 Identify additional system equipment needed to implement a system release, if applicable.
  - 1..3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
  - 1..4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 1..5 Program management support required to perform the system upgrade.
  - 1..6 Field installation labor required to perform the system upgrade.
  - 1..7 Upgrade operations engineering labor required to perform the system upgrade.
- ASTRO 25 SUA II is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II adjustment.
- The ASTRO 25 SUA II applies only to system release upgrades within the ASTRO 25 7.x platform.
- Motorola will issue Software Maintenance Agreement (“SMA”) bulletins on an annual basis and post them in soft copy on a designated extranet site for Customer access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

## **2.0 Upgrade Elements and Corresponding Party Responsibilities**

- Upgrade Planning and Preparation: All items listed in this section are to be completed at least 6 months prior to a scheduled upgrade.

- 2..1 Motorola responsibilities
  - 2..1.1 Obtain and review infrastructure system audit data as needed.
  - 2..1.2 Identify additional system equipment needed to implement a system release, if applicable.
  - 2..1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
  - 2..1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
  - 2..1.5 Inform Customer of high speed internet connection requirements.
  - 2..1.6 Assign program management support required to perform the system upgrade.
  - 2..1.7 Assign field installation labor required to perform the system upgrade.
  - 2..1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
  - 2..1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 12 weeks prior to the scheduled upgrade. This training will not be provided separately for user agencies who reside on a zone core owned by another entity. Unless specifically stated in this document, Motorola will provide this training only once per system upgrade.

- 2..2 Customer responsibilities
  - 2..2.1 Contact Motorola to schedule and engage the appropriate Motorola resources for a system release upgrade.
  - 2..2.2 Provide high-speed internet connectivity at the zone core site(s) for use by Motorola to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Appendix C. High-speed internet connectivity must be provided at least 12 weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
  - 2..2.3 Assist in site walks of the system during the system audit when necessary.
  - 2..2.4 Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
  - 2..2.5 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
  - 2..2.6 Provide or purchase labor to implement optional system release features or system expansions.
  - 2..2.7 Participate in release impact training at least 12 weeks prior to the scheduled upgrade. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.

- System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.

- 2..1 Motorola responsibilities
  - 2..1.1 Perform appropriate system backups.



- 2..1.2 Work with the Customer to validate that all system maintenance is current.
- 2..1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.
  
- 2..2 Customer responsibilities
  - 2..2.1 Validate system maintenance is current.
  - 2..2.2 Validate that all available patches and antivirus updates to their system have been completed.
  
- System Upgrade
  - 2..1 Motorola responsibilities
    - 2..1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.
  
  - 2..2 Customer responsibilities
    - 2..2.1 Inform system users of software upgrade plans and scheduled system downtime.
    - 2..2.2 Cooperate with Motorola and perform all acts that are reasonable or necessary to enable Motorola to provide software upgrade services.
  
- Upgrade Completion
  - 2..1 Motorola responsibilities
    - 2..1.1 Validate all system upgrade deliverables are complete as contractually required.
    - 2..1.2 Deliver post upgrade implementation training to the customer as needed, up to once per system.
    - 2..1.3 Obtain upgrade completion sign off from the customer.
  
  - 2..2 Customer Responsibilities
    - 2..2.1 Cooperate with Motorola in efforts to complete any post upgrade punch list items as needed.
    - 2..2.2 Cooperate with Motorola to provide relevant post upgrade implementation training as needed. This applies only to primary zone core owners. It is the zone core owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
    - 2..2.3 Provide Motorola with upgrade completion sign off.

### **3.0 Exclusions and Limitations**

- The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola and included in this SOW.

For the MERA radio project, Motorola confirms that the system is a STANDARD configuration.

- As following products are not tested by Motorola in our System Integration Test (SIT) lab during the development of each ASTRO P25 release, the parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- MCC5500 Dispatch Consoles
  - MIP5000 Dispatch Consoles
  - Plant/E911 Systems
  - MOTOBRIDGE Solutions
  - ARC 4000 Systems
  - Motorola Public Sector Applications Software (“PSA”)
  - Custom SW, CAD, Records Management Software
  - Data Radio Devices
  - Mobile computing devices such as Laptops
  - Non-Motorola two-way radio subscriber products
  - Genesis Products
  - US Digital Fire Station Alerting Products
  - Point-to-point products such as microwave terminals and association multiplex equipment
- ASTRO 25 SUA II does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
  - ASTRO 25 SUA II does not cover software support for virus attacks or other applications that are not part of the ASTRO 25 system, or unauthorized modifications or other misuse of the covered software. Motorola is not responsible for management of anti-virus or other security applications (such as Norton).
  - Upgrades for equipment add-ons or expansions during the term of this ASTRO 25 SUA II are not included in the coverage of this SOW unless otherwise agreed to in writing by Motorola.

#### **4.0 Special provisions**

- Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, Motorola will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II.

Motorola confirms that there are no Special Product Features in the MERA Project.

- Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- ASTRO 25 SUA II services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- ASTRO 25 SUA II coverage and the parties’ responsibilities described in this Statement of Work will automatically terminate if Motorola no longer supports the ASTRO 25 7.x software version in the Customer’s system or discontinues the ASTRO 25 SUA II program; in either case, Motorola

will refund to Customer any prepaid fees for ASTRO 25 SUA II services applicable to the terminated period.

The ASTRO 25 7.x platform has evolved over the year to provide addition features while reducing hardware and software costs. This platform is currently on the 7.17 release. There are no plans in the foreseeable future to cancel the ASTRO 25 7.X platform. Motorola will provide at least 24 months notification to all customers who utilize the 7.X platform or the SUA2 program.

- If Customer cancels a scheduled upgrade within less than 12 weeks of the scheduled on site date, Motorola reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the Motorola Solutions Upgrade Operations Team.
- The SUA II annualized price is based on the fulfillment of the two year term. If Customer terminates, except if Motorola is the defaulting party, Customer will be required to pay for the balance of payments owed if a system release upgrade has been taken prior to the point of termination.

**Appendix A – ASTRO 25 System Release Upgrade Paths 285,000gg**

<b>Release Date</b>	<b>Platform Release</b>	<b>Available Upgrade Paths</b>	
<b>Oct-05</b>	<b>R7.0</b>	<b>Direct Migration to Current Release **</b>	
<b>Jun-06</b>	<b>R7.1</b>		
<b>Dec-06</b>	<b>R7.2</b>		
<b>Mar-07</b>	<b>R7.1.1</b>		
<b>Dec-07</b>	<b>R7.4</b>		
<b>Jun-08</b>	<b>R7.5</b>		
<b>Dec-08</b>	<b>R7.6</b>		
<b>Jun-09</b>	<b>R7.7</b>	<b>7.14 Migration**</b>	<b>Direct Migration to Current Release**</b>
<b>Jan-10</b>	<b>R7.8</b>	<b>N/A</b>	
<b>Dec-10</b>	<b>R7.9</b>	<b>7.13*</b>	
<b>Aug-11</b>	<b>R7.11</b>	<b>7.14</b>	
<b>Mar-12</b>	<b>R7.12</b>	<b>N/A</b>	
<b>Nov-12</b>	<b>R7.13</b>	<b>7.14</b>	<b>7.15</b>
<b>Nov-13</b>	<b>R7.14</b>	<b>7.15</b>	<b>7.16</b>
<b>Nov-14</b>	<b>R7.15</b>	<b>7.16</b>	<b>7.17</b>
<b>Nov-15</b>	<b>R7.16</b>	<b>7.17</b>	<b>7.18 (planned)</b>
<b>Nov-16</b>	<b>R7.17</b>	<b>7.18 (planned)</b>	<b>7.19 (planned)</b>

\* Must currently be on T5220 servers

\*\* Point release migrations will incur additional costs above the standard SUA pricing

The information contained herein is provided for information purposes only and is intended only to outline Motorola’s presently anticipated general technology direction. The information in the roadmap is not a commitment or an obligation to deliver any product, product feature or software functionality and Motorola reserves the right to make changes to the content and timing of any product, product feature or software release. Prices for any future product or software included herein will be separately negotiated when and if such product or software becomes available.

The most current eligible system release upgrade paths can be found in the most recent SMA bulletin.

## Appendix B - System Configuration

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an ASTRO 25 SUA II price adjustment.

<b>Core</b>	
Master Site Configuration	1
Zones in Operation (Including DSR and Dark Master Sites)	1
Zone Features: IV&D, TDMA, Telephone Interconnect, CNI, HPD, CSMS, IA, POP25, Text Messaging, Outdoor Location, ISSI 8000, InfoVista, KMF/OTAR	IV&D, TDMA, CNI, ISSI8000 Hardware only
<b>RF System</b>	
Voice RF Sites & RF Simulcast Sites (including Prime Sites)	14
Repeaters/Stations (FDMA)	12
Repeaters/Stations (TDMA)	129
<b>Dispatch Console System</b>	
Dispatch Sites	9
MCC 7500 Operator Positions (VPM)	34
Conventional Channel Gateways (CCGW)	31
Conventional Site Controllers (GCP 8000 Controller)	2
<b>Logging System</b>	
AIS Servers	1
Voice Logging Recorder	1
Logging Replay Clients	
<b>Network Management and MOSCAD NFM</b>	
Network Management Clients	2
MOSCAD NFM Systems	
MOSCAD NFM RTUs	16
MOSCAD NFM Clients	
<b>Fire Station Alerting (FSA) – Motorola Certified – DCR Mach Alert FSA</b>	
FSA Systems	
FSA RTUs	
FSA Clients	
<b>Fire Station Alerting (FSA)</b>	
Voice Subscribers APX	
<b>Computing and Networking Hardware</b>	
Workstations - High Performance	2
Workstations - Mid Performance	35
Servers - High Performance	4
Servers - Mid Performance	
LAN Switch - High Performance	3
LAN Switch - Mid Performance	18
Routers	66