

# SYSTEM MAINTENANCE AGREEMENT

PUBLIC SAFETY RADIO REPLACEMENT PROJECT

SEPTEMBER 1, 2016

## 800 MHZ REPLACEMENT PROJECT



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**City and County of San Francisco  
Office of Contract Administration  
Purchasing Division  
City Hall, Room 430  
1 Dr. Carlton B. Goodlett Place  
San Francisco, California 94102-4685**

**Maintenance and Support Agreement  
between the City and County of San Francisco and**

**Motorola Solution, Inc.**

This Maintenance and Support Agreement (“Agreement”) is between the City and County of San Francisco (“City”) and Motorola Solutions, Inc. (“Contractor”), dated November 1, 2016. City and Contractor agree that the terms and conditions of this Agreement cover support, maintenance and upgrade services to be provided by Contractor to City as described in the Statement of Work (Exhibit A), in exchange for the fees described in the Pricing Summary (Exhibit B), all attached to this Agreement.

**RECITALS**

WHEREAS, the City and County of San Francisco through the Department of Technology and the Department of Emergency Management wish to purchase a Citywide Public Safety Radio System as well as continuing maintenance and support for the System; and,

WHEREAS, a Request for Proposal (“RFP”) was issued on June 8, 2015 for a Public Safety Radio Project, Contractor submitted its proposal for purchase, installation, maintenance and support of the System dated September 16, 2015 (the “Proposal”), and City selected Contractor as the highest qualified scorer pursuant to the RFP; and

WHEREAS, City and Contractor desire to enter concurrently into two related agreements, namely the Purchase and Installation Agreement and this Maintenance and Support Agreement; and

WHEREAS, Contractor represents and warrants that it is qualified to perform the Services required by City as set forth under this Agreement; and

WHEREAS, approval for this Maintenance and Support Agreement was obtained when the Civil Service Commission approved Contract number 41337-1516 on September 19, 2016.

NOW, THEREFORE, Contractor and the City agree as follows:

**1. Definitions.** Where any word or phrase defined below, or a pronoun used in place thereof, is used in any part of this Agreement, it shall have the meaning herein set forth.

**“Acceptance”** means written notice from the City's System Manager to Contractor that the System Upgrade has successfully passed the Acceptance Test. The City will provide this notice in the form of an Acceptance Certificate.

**“Acceptance Test”** means those tests set forth in an Acceptance Test Plan related to an Upgrade.

**“Agreement”** means this contract document, including all attached exhibits, which are specifically incorporated into this Agreement by reference as provided herein.

**“Change Order”** means a written instrument initiated by the City and signed by both Parties that modifies this Agreement through an adjustment to one or more of the following: (i) the Statement of Work (Exhibit A), (ii) the fees described in the Pricing Summary (Exhibit B), so long as it does not exceed the Guaranteed Maximum Value of the Contract.

**“City” or “the City”** means the City and County of San Francisco, a municipal corporation, acting by and through both its Director of the Office of Contract Administration or the Director’s designated agent, hereinafter referred to as “Purchasing” and “Department of Emergency Management” and/or “Department of Technology.”

**“City’s System Manager”** means the individual specified by the City as the System Manager authorized to administer this Agreement on the City’s behalf.

**“Confidential Information”** means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party’s possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party. Except in response to an open/public records request, disclosure of Confidential Information may be made only to those employees who have a need to know to perform their duties and have an obligation of confidentiality. To the extent any such disclosures may be required by law, City shall inform Motorola of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requestor, in sufficient time for Motorola to assert any objection Motorola may have to such disclosure with the appropriate administrative or judicial body.

**“Contractor”** means Motorola Solutions, Inc.

**"CMD"** means the Contract Monitoring Division of the City.

**"Customer Support Manager"** means the individual specified by Contractor as the service manager authorized to administer this Agreement on Contractor's behalf.

**"Defect" or "Defective Work"** means that the System, Equipment, Software or Services, that is covered in the Statement of Work (Exhibit A), is faulty, malfunctioning or deficient arising from non-compliance with the Performance Specifications.

**"Effective Date"** means the date upon which the Controller has certified to the availability of funds and the Contractor has been notified in writing; the Effective Date might also be referred to as the "Start Date".

**"Equipment"** means the equipment that City has purchased from Motorola that is covered in the Statement of Work (Exhibit A).

**"Fix"** means repair or replacement of Equipment, Software or Services in a manner that is consistent with the Statement of Work (Exhibit A) to remedy a Defect or Defective Work, as chosen by Contractor and agreed to by the City.

**"Force Majeure"** means an event, circumstance, or act of a third party that is beyond a Party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

**"Maintenance Fees"** means the price for the Services that City is to pay Contractor, exclusive of sales or use taxes if any. The Pricing Summary (Exhibit B) shows the pricing information.

**"Maintenance and Support Agreement"** means this Maintenance and Support Agreement and the attached Exhibits A, B, and C.

**"Mandatory City Requirements"** means those City laws set forth in the San Francisco Municipal Code, including the duly authorized rules, regulations, and guidelines implementing such laws, which impose specific duties and obligations upon Contractor.

**"Motorola Software"** means Software the copyright of which is owned by Contractor or its affiliated companies.

**"Non-Motorola Software"** means Software the copyright of which is owned by a third party.

**"Obsolete"** means Hardware or software will be considered obsolete at the point where either Contractor ceases to certify the item or provide active support (e.g., technical phone support, advanced parts replacement support, etc.) for the item. Hardware

requiring specific software shall be considered obsolete at the time the required software becomes obsolete. Hardware must be certified by the Contractor to operate using a then current (non-obsolete) software package to be considered not to be obsolete.

**“Party” and “Parties”** mean the City and Contractor either collectively or individually.

**“Patch”** means Temporary repair or replacement of Software or hardware configuration in the System to remedy an Error, Defect or Malfunction. Patches may be made permanent and released in subsequent System Releases.

**“Performance Specifications”** means the functional, technical and operational requirements and characteristics of the System as described in the System Purchase and Installation Agreement, excluding Equipment, Software or Services no longer covered in the existing maintenance program.

**“Priority Protocol”** means based on the Severity Level and as indicated in the Statement of Work (Exhibit A), the rules specifying the turnaround time for responding to Defects or Defective Work; escalation procedures, and personnel assignment.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Services”** means the work performed by Contractor under this Agreement as specifically described in the Statement of Work (Exhibit A), including all services, labor, supervision, and other work requirements to be performed and furnished by Contractor under this Agreement.

**“Severity Level”** means as indicated in the Statement of Work (Exhibit A), a priority assigned to a Defect or Defective Work, designating the urgency of responding to the Defect or Defective Work. Assignment of a Severity Level to a Defect or Defective Work is based on City's initial determination of the severity of the Defect or Defective Work and Contractor's reasonable analysis and final determination of the priority of the Defect or Defective Work.

**“Software”** means the Motorola Software and Non-Motorola Software, in object code format that is furnished with the System or Equipment. The Software License Agreement is included as Exhibit C to this Maintenance and Support Agreement, and all Software provided in this Agreement is subject to the terms of the attached Software License Agreement except for any Open Source Software and Non-Motorola Software concerning which the copyright owner does not allow Motorola to sublicense under its Software License Agreement. The term “Open

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

“**System Release**” means a release of the System Software and compatible hardware which supersedes the 7.17 System Software installed at time at System Acceptance.

“**System**” means the equipment, hardware, software and configuration services delivered to the City as an integrated system as the primary portion of the Purchase and Installation Agreement between Contractor and the City on 11/01/2016 (the “System Procurement Contract”).

“**Upgrade**” means a subsequent System Release of the Software and compatible hardware as provided by Contractor under the Software Upgrade (SUA) program as described in the Statement of Work (Exhibit A).

“**Workaround**” means a temporary change in the procedures followed or end user operation of the Equipment, Software or System to avoid a Defect or Defective Work without significantly impairing functionality or degrading the use of the equipment software or System.

Whenever the words “as directed,” “as required,” “as permitted,” or words of like effect are used, it shall be understood as the direction, requirement, or permission of the City. The words “sufficient,” “necessary,” or “proper,” and the like, mean sufficient, necessary or proper in the judgment of the City, unless otherwise indicated by the context.

**2. Certification of Funds; Budget and Fiscal Provisions; Termination in the Event of Non-Appropriation.** This Maintenance and Support Agreement is subject to the budget and fiscal provisions of the City's Charter. Charges will accrue only after prior written authorization certified by the City's Controller, and any amount of the City's obligation hereunder shall not at any time exceed the amount certified for the purpose and period stated in such advance authorization. This Maintenance and Support Agreement will terminate without penalty, liability or expense of any kind to City at the end of any fiscal year in the event funds are not appropriated for the next succeeding fiscal year. If funds are appropriated for a portion of the fiscal year, this Maintenance and Support Agreement will terminate, without penalty, liability or expense of any kind at the end of the term for which funds are appropriated.

THIS SECTION SHALL CONTROL AGAINST ANY AND ALL OTHER PROVISIONS OF THIS MAINTENANCE AND SUPPORT AGREEMENT.

**3. Term of the Maintenance Agreement.** Subject to Section 2, the term of this Maintenance and Support Agreement shall be from the Effective Date and shall continue until December 31<sup>st</sup>, 2035.

**4. City's Payment Obligation.** Maintenance Fees are due in advance, payable annually. The City will make a good faith attempt to pay all invoices for Maintenance Fees within 30 days of billing. However, in no event shall City be liable for interest or late charges for any late payments made after such 30 day period. Contractor and the City understand and intend that the obligations of the City to pay Maintenance Fees hereunder shall constitute a current expense of the City and shall not in any way be construed to be a debt of the City in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by the City, nor shall anything contained herein constitute a pledge of the general tax revenues, funds or monies of the City. The City shall pay Maintenance Fees, exclusively from legally available funds, to Contractor or, in the event of an authorized assignment by Contractor to its assignee, according to the terms of this Maintenance and Support Agreement, upon presentation of invoices furnished by Contractor in a form acceptable to the Controller. Payments will be made by warrant drawn on the Treasurer of the City. In no event shall the total amount of Maintenance Fees under this Maintenance and Support Agreement exceed twenty eight million (\$28,000,000). The breakdown of yearly Maintenance Fees associated with this Maintenance and Support Agreement appears in the Pricing Summary (Exhibit B).

a. City can purchase additional Equipment, Software or Services from Contractor that can become part of the System, and that additional Equipment, Software or Services may be added to this Maintenance and Support Agreement through a contract amendment or Change Order procedure and will be billed at the applicable rates. After the end of the warranty period for that additional Equipment, Software or Services, the applicable rates for the additional Equipment, Software or Services will be the same rates then being charged for the most similar Equipment, Software, or Services that is then covered by this Agreement.

b. Interpretive Differences. In the event City and Contractor differ in their interpretations of the rates to be charged based on similar rates for Equipment, Software and/or Services, the matter of City's interpretation, if reasonable, shall be determinative. Any disagreements arising out of this section shall be resolved pursuant to the procedures established by Section 46 (Dispute Resolution; Government Code Claims) of this Agreement.

c. City affirms that a purchase order or notice to proceed is not required for subsequent years of service. City will pay all invoices as received from Contractor and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, City will provide all necessary reference information to include on invoices for payment per this Agreement.

d. At the end of the term of this Maintenance and Support Agreement, the City may elect to continue the Agreement, or any subset of this Agreement, at the same price for the last year of the term as increased by the percentage Consumer Price Index for the relevant geographic area.

**5. Guaranteed Maximum Costs.** The City's obligation hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such

certification. Except as may be provided by City ordinances governing emergency conditions, the City and its employees and officers are not authorized to request Contractor to perform services or to provide materials, equipment and supplies that would result in Contractor performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract unless this Maintenance and Support Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. The City is not required to reimburse Contractor for services, materials, equipment or supplies that are provided by Contractor which are beyond the scope of the services, materials, equipment and supplies agreed upon in the contract and which were not approved by a written amendment or Change Order to the Maintenance and Support Agreement having been lawfully executed by the City. The City and its employees and officers are not authorized to offer or promise to Contractor additional funding for the contract which would exceed the maximum amount of funding provided for in the contract for Contractor's performance under the contract. Additional funding for the contract in excess of the maximum provided in the contract shall require lawful approval and certification by the Controller. The City is not required to honor any offered or promised additional funding for a contract which exceeds the maximum provided in the contract which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained. The Controller is not authorized to make payments on any contract for which funds have not been certified as available in the budget or by supplemental appropriation.

**6. Payment; Invoice Format.** Invoices furnished by Contractor under this Maintenance and Support Agreement must be in a form acceptable to the Controller. Each invoice must contain a unique identifying number. All amounts paid by City to Contractor shall be subject to audit by City. Payment shall be made by City to Contractor at the following address:

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693.

Vendor agrees to receive electronic payments through Paymode-X, the City's third party service that provides Automated Clearing House (ACH) payments.

**7. Submitting False Claims; Monetary Penalties. Submitting False Claims; Monetary Penalties.** The full text of San Francisco Administrative Code Chapter 21, Section 21.35, including the enforcement and penalty provisions, is incorporated into this Agreement. Pursuant to San Francisco Administrative Code §21.35, any contractor or subcontractor who submits a false claim shall be liable to the City for the statutory penalties set forth in that section. A contractor or subcontractor will be deemed to have submitted a false claim to the City if the contractor or subcontractor: (a) knowingly presents or causes to be presented to an officer or employee of the City a false claim or request for payment or approval; (b) knowingly makes,

uses, or causes to be made or used a false record or statement to get a false claim paid or approved by the City; (c) conspires to defraud the City by getting a false claim allowed or paid by the City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the City; or (e) is a beneficiary of an inadvertent submission of a false claim to the City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the City within a reasonable time after discovery of the false claim.

**8. Taxes.** The Maintenance Fees are exclusive of applicable California sales or use taxes, which Contractor will charge and add to the invoices. Payment of any other taxes, including possessory interest taxes, levied upon this Maintenance and Support Agreement, or the Services delivered pursuant hereto, shall be the obligation of Contractor. If this Maintenance and Support Agreement entitles Contractor to the possession, occupancy or use of City real property for private gain, then the following provisions apply:

a. Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that this Maintenance and Support Agreement may create a possessory interest subject to property taxation and Contractor, and any permitted successor or assign, may be subject to the payment of such taxes.

b. Contractor, on behalf of itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Maintenance and Support Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Contractor shall report any assignment or other transfer of any interest in this Maintenance and Support Agreement or any renewal or extension thereof to the County Assessor within sixty days after such assignment, transfer, renewal or extension.

c. Contractor further agrees to provide such other information as may be requested by the City to enable the City to comply with any reporting requirements under applicable law with respect to possessory interests.

**9. Scope of Service Coverage**

a. Contractor shall provide the Services during the term of this Maintenance and Support Agreement as described in the Statement of Work (Exhibit A).

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

c. All Equipment must be in good working order on the Start Date or when additional equipment is added to this Maintenance and Support Agreement. Upon reasonable

request by Contractor, City will provide a complete serial and model number list of the Equipment. City must promptly notify Contractor in writing when any Equipment is lost, damaged, stolen or taken out of service. City's obligation to pay Maintenance Fees for the "out of service" Equipment will terminate at the end of the month in which Contractor receives the written notice.

d. Contractor shall assume any Equipment that is labeled intrinsically safe for use in hazardous environments is maintained as such.

e. As expressly indicated in the Statement of Work (Exhibit A), Motorola will replace on a scheduled basis specifically mentioned Equipment as part of the Services because that specific Equipment will be Obsolete (or near Obsolete) at that scheduled replacement time. Except for replacement of this specific Equipment or replacement of Equipment as provided under the SUA program, if the parties reasonably conclude that Equipment is Obsolete or cannot be properly or economically serviced, then the Parties will address the matter via a Change Order or contract amendment.

f. City must promptly notify Motorola of any Equipment or Software failure. Motorola will respond to City's notification in a manner consistent with the level of service as described in the Statement of Work (Exhibit A).

g. During the term of this Agreement, Contractor will furnish Defect or Defective Work response in accordance with the Severity Levels and Priority Protocol listed in the Statement of Work (Exhibit A), based on the City's preliminary determination of the severity of the Defect or Defective Work and Contractor's reasonable analysis and final determination of the priority of the Defect or Defective Work.

h. Services exclude the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other Force Majeure events. Unless specifically included in this Agreement, Services exclude items that are consumed in the normal operation of the equipment, such as batteries; upgrading or reprogramming subscriber equipment except as is necessary to correct a Defect Error or Malfunction; accessories, belt clips, battery chargers, City modified units, or software. Contractor has no obligations for any transmission medium, such as telephone lines, Customer Enterprise networks, the internet or the worldwide web, or for equipment malfunction caused by the transmission medium.

i. The City cannot be billed for any ordinary expenses incurred by the Contractor to Fix any Defects or Defective Work, including travel expenses.

j. System Upgrades (SUA) are included in the Statement of Work (Exhibit A).

k. A statement must be issued by Contractor that concerning the SUA Services that regression testing has occurred and been successfully completed on the Upgrade.

l. Because the SUA is a subscription program with payment in advance, payment terms are not based on a payment milestone schedule.

m. Because there might be a significant time frame between when this Maintenance and Support Agreement is executed and when the SUA Services are performed, Contractor may substitute any of the promised Equipment or Software so long as the substitute is equivalent or superior to the initially promised Equipment or Software and is approved by the City.

n. City and Contractor will provide a designated project or system manager for each upgrade; City will provide all approvals that are necessary for Contractor to perform its work at the work sites; and access to the work sites as reasonably requested by Contractor so that it may perform its duties in accordance with the Statement of Work for the SUA Services. City will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry standards. To the extent applicable, City will ensure that these work sites have adequate physical space; air conditioning and other environmental conditions; electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines.

o. The SUA annualized price is based on the fulfillment of a two-year payment cycle. If City terminates this service during a two-year cycle, except for Motorola's default, then City will be required to pay for an early termination fee equal to the balance of payments owed for the two-year cycle if the System Release has been implemented before the point of termination.

**10. City Responsibilities Related to Support.** City shall make available to Contractor (at no charge and subject to no unusual site access requirements or conditions) access to the work sites and a non-hazardous work environment with adequate shelter, heat, light, and power and with reasonable access to the equipment on which City experienced the Error, Defect or Malfunction, the System hardware, equipment of software and all relevant documentation and records. City shall also provide reasonable assistance to Contractor, including sample output and diagnostic information, in order to assist Contractor in providing Services. The City must have the right to perform any post-warranty maintenance and/or repairs required on the System without voiding or affecting the Contractor's ability to support the System, with the understanding that any damage done by the City may not be covered by Motorola.

**11. Payment Does Not Imply Acceptance of Work.** The granting of any payment by City, or the receipt thereof by Contractor, shall in no way lessen the liability of the Contractor to perform the Services as provide under this Agreement.

**12. Qualified Personnel.** Work under this Maintenance and Support Agreement shall be performed only by competent personnel appropriately trained in technical skills to perform their duties under the supervision of, and in the employment of, Contractor or City-approved subcontractors. Contractor will use commercially reasonable efforts to comply with City's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at City's request, must be supervised by Contractor. The personnel of each party, when

on the premises of the other, shall comply with the security and other personnel regulations of the party on whose premises such individual is located. Contractor shall assign adequate personnel resources to provide the level of service within the response times specified in this Maintenance and Support Agreement.

**13. Responsibility for Equipment.** Except for City's negligence or intentional misconduct, City shall not be responsible to Contractor for any damage to persons or property as a result of the use, misuse or failure of any City-owned equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by City.

**14. Warranties.** The term "Warranty Period" means one (1) year from the date of Acceptance, product delivery, or service performance as applicable.

a. **Warranty of Service.** Contractor warrants to the City that the Services will be performed with the degree of skill and care that is required by current, good and sound professional procedures and practices, and in conformance with generally accepted professional standards prevailing at the time the Services are performed so as to ensure that all Services performed are correct and appropriate for the purposes contemplated in this Agreement. Warranty of Service claims must be asserted within a reasonable time of discovery.

b. **Warranty of Performance Specifications; Warranty Services.** During the Warranty Period, Contractor hereby warrants that the System will perform in accordance with the Performance Specifications. This warranty excludes and Contractor is not responsible for System performance Deficiencies that are caused by reasons or parties beyond Contractor's control, such as Force Majeure events; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; or the addition of frequencies at System sites that cause RF interference or intermodulation.

c. **Equipment Warranty.** During the Warranty Period, Contractor warrants that the Equipment provided under this Maintenance and Support Agreement (including the SUA program) under normal use and service will be free from material defects in materials and workmanship.

d. **Software Warranty.** During the Warranty Period, Acceptance, Contractor warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section 14 that are applicable to the Motorola Software.

e. Contractor warrants that (i) it owns all rights, title, and interest in and to the Motorola Software, (ii) in the case of Non-Motorola Software (i.e., third party software), it has the right to either (a) sublicense the Non-Motorola Software to the City under the terms and conditions of the Software License Agreement or (b) provide the Non-Motorola Software and all Open Source Software under the terms and conditions of the copyright owner's applicable software license agreement.

f. Exclusions. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, , neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; City's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vi) normal or customary wear and tear.

g. Defect, Claims and Remedies. To assert a warranty claim (if Contractor has not already detected the Defect and opened a case), City must notify Contractor of the claim. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid warranty claim, Contractor shall correct the Defect, at no charge to the City, by at Contractor's option: (i) repairing the defective Equipment or Motorola Software, (ii) replacing defective Equipment or Motorola Software with the same or equivalent product, or if neither of these two remedies (i) and (ii) are practical, then (iii) refunding the price of the defective Equipment or Motorola Software. Repaired or replaced Equipment is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Contractor. Contractor's response times to remedy a Warranty claim will be consistent with the response times and severity levels in Exhibit A. The City shall conduct a root cause analysis before issuing any notice of Defect. These warranties are provided to City and are not assignable.

h. Warranty of Compatibility. Contractor warrants that the System will be compatible and will interface with other existing City systems as detailed in the System Description and Statement of Work contained in the System Purchase and Installation Agreement.

i. No Implied Warranties. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS AGREEMENT, CONTRACTOR MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY.

**15. Freight, Title, and Risk of Loss.** Freight charges, if any, are included in the Maintenance Fees. Motorola will pack and ship all Equipment in accordance with good commercial practices. Contractor is responsible for local warehousing of the Equipment, where Contractor will inspect and inventory the Equipment. City representatives may participate in these activities. Title and risk of loss to the Equipment will pass to City upon delivery to the City's destination point. City will promptly inspect the delivered Equipment, and City has no duty to accept, and may rightfully reject, Equipment that has been damaged in transit or that fails to conform to the order. Title to Software does not pass at any time but is governed by the applicable Software License Agreement.

**16. Independent Contractor; Payment of Employment Taxes and Other Expenses.**

a. Independent Contractor. Contractor acknowledges and agrees that at all times, Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor in relationship to City, and Contractor is wholly responsible for the manner in which it performs the services and work requested by City under this Agreement. Contractor, its agents, and employees will not represent or hold themselves out to be employees of the City at any time. Contractor or any agent or employee of Contractor shall not have employee status with City, nor be entitled to participate in any plans, arrangements, or distributions by City pertaining to or in connection with any retirement, health or other benefits that City may offer its employees. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Contractor shall be responsible for all obligations and payments related to employees, whether imposed by federal, state or local law, including, but not limited to, FICA, income tax withholdings, unemployment compensation, insurance, and other similar responsibilities related to Contractor's performing services and work, or any agent or employee of Contractor providing same. Nothing in this Agreement shall be construed as creating an employment or agency relationship between City and Contractor or any agent or employee of Contractor. Any terms in this Agreement referring to direction from City shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. City does not retain the right to control the means or the method by which Contractor performs work under this Agreement. Contractor agrees to maintain and make available to City, upon request and during regular business hours, accurate books and accounting records demonstrating Contractor's compliance with this section. Should City determine that Contractor, or any agent or employee of Contractor, is not performing in accordance with the requirements of this Agreement, City shall provide Contractor with written notice of such failure. Within five (5) business days of Contractor's receipt of such notice, and in accordance with Contractor policy and procedure, Contractor shall remedy the deficiency. Notwithstanding, if City believes that an action of Contractor, or any agent or employee of Contractor, warrants immediate remedial action by Contractor, City shall contact Contractor and provide Contractor in writing with the reason for requesting such immediate action.

b. Payment of Employment Taxes and Other Expenses. Should a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). City shall then forward those amounts to the relevant taxing authority. Should a relevant taxing authority determine a liability for past services performed by Contractor for City, upon notification of such fact by City, Contractor shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any

amounts already paid by Contractor which can be applied as a credit against such liability). A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of City. Notwithstanding the foregoing, Contractor agrees to indemnify and save harmless City and its officers, agents and employees from, and, if requested, shall defend them against any and all claims, losses, costs, damages, and expenses, including attorneys' fees, arising from Contractor's obligations under this section related to claims by tax authorities.

## **17. Insurance**

**(a) Required Coverages.** Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

(1) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident, injury, or illness; and

(2) Commercial General Liability Insurance with limits not less than \$5,000,000 each occurrence and \$10,000,000 general aggregate for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and

(3) Commercial Automobile Liability Insurance with limits of \$2,000,000 each occurrence, "Combined Single Limit" for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.

(4) Professional liability insurance, applicable to Contractor's profession and only concerning the System transaction, with limits of \$1,000,000 each claim and \$2,000,000 general aggregate with respect to negligent acts, errors or omissions in connection with the Services, including:

(i) Liability arising from theft, dissemination, and/or use of confidential information, including but not limited to, bank and credit card account information or personal information, such as name, address, social security numbers, protected health information or other personally identifying information, stored or transmitted in electronic form;

(ii) Liability arising from the unauthorized access to, use of, or tampering with computers or computer systems, including hacker attacks; and

(iii) Liability arising from the introduction of any form of malicious software including computer viruses into, or otherwise causing damage to the City's or third person's computer, computer system, network, or similar computer related property and the data, software, and programs thereon.

(b) Commercial General Liability and Commercial Automobile Liability Insurance policies must be endorsed to provide:

(1) Include as Additional Insured the City and County of San Francisco, its Officers, Agents, and Employees. As used in this Section pertaining to insurance, the term "Agent" means a person who is not an employee of City but who has been appointed by City to perform some governmental function and is performing that function when the covered event occurs.

(2) The Commercial General Liability policy is primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

(c) Contractor shall provide thirty (30) days' advance written notice to the City of cancellation for any reason or intended non-renewal or reduction in coverage initiated by the Contractor. Notices shall be sent to the City address set forth in Section 27, entitled "Notices to the Parties." Contractor's policies are written on a July 1-June 30 cycle.

(d) Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies. Only the Professional liability may be a "claims made" policy. If such coverage is not commercially available for a three (3) year period, then City will accept Contractor's self-insurance for that coverage for the three (3) year period.

(e) Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the City receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the City may, at its sole option, terminate this Agreement pursuant to the default provisions.

(f) After this Agreement is executed but before commencing any Services, Contractor shall furnish to City standard ACORD form certificates of insurance and blanket additional insured policy endorsements for Commercial General Liability and Automobile Liability with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of California, and that are satisfactory to City, in form evidencing all coverages set forth above. Approval of the insurance by City shall not relieve or decrease Contractor's liability hereunder.

(g) The Workers' Compensation policy(ies) shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor and its employees. If Contractor will use any subcontractor(s) to provide Services, Contractor shall require the subcontractor(s) to provide all necessary insurance that is appropriate for its services, including waivers of subrogation for Workers Compensation for the City if permitted by the Subcontractor's Worker's Compensation insurance provider, and to name the City and County of

San Francisco, its officers, agents and employees and the Contractor as additional insureds concerning the Commercial General Liability and Commercial Automobile Insurance policies.

**18. Indemnification.** Contractor shall indemnify, defend, and hold harmless City and its officers, agents and employees ("Indemnitees") from and against any and all third party claims, demands, losses, damages, costs, expenses, and liability (legal, contractual, or otherwise) arising from and to the extent caused by Contractor's (or its Subcontractors' or their employees) negligence or intentional misconduct in the performance of this Agreement (collectively, "Claims"). The Parties agree that Claims could result from any of the following: (i) injury to or death of a person, including employees of City or Contractor; (ii) loss of or damage to property; (iii) violation of local, state, or federal common law, statute or regulation, including but not limited to privacy or personally identifiable information, health information, disability and labor laws or regulations; (iv) strict liability imposed by any law or regulation; or (v) losses arising from Contractor's execution of subcontracts not in accordance with the requirements of this Agreement applicable to subcontractors; so long as such injury, violation, loss, or strict liability (as set forth in subsections (i) - (v) above) arises directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, Contractor's use of facilities or equipment provided by City or others. The foregoing indemnity applies to the extent such indemnity is permitted by law; covers Claims for the passive negligence of the City provided Contractor is concurrently negligent; and shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs. City may at its expense participate in the defense of a Claim so long as it does not interfere with the settlement or other resolution of the Claim. In addition to Contractor's obligation to indemnify City, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any Claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such Claim is tendered to Contractor by City and continues until the Claim is resolved.

**19. Patent and Copyright Infringement Indemnification.** Contractor shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the United States patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the City, or any of its boards, commissions, officers, or employees of the Equipment manufactured by Contractor or Motorola Software, or work or deliverables supplied in the performance of Services, provided that City promptly notifies Contractor of any infringement claim and, if requested, cooperates with Contractor in its defense or settlement of the infringement claim. If an infringement claim occurs or is likely to occur, Contractor will at its option and expense and as City's sole remedy: (a) procure for City the right to continue using the infringing products provided by Contractor; (b) replace or modify the infringing product so that it becomes non-infringing while providing functionally equivalent performance; or (c) if none of the remedies under (a) or (b) immediately above is reasonably available to Contractor, then Contractor will accept the return of the infringing product and grant City a credit or refund for the product, less a reasonable charge for

its use. Contractor will have no duty to defend, hold harmless or indemnify for any infringement claim that is based upon: (a) the combination of the product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the product; (c) a modification of the product by a party other than Contractor; (d) use of the product in a manner for which it was not designed; or (e) the failure by City to install an enhancement release to any Software that is intended to correct the claimed infringement.

Contractor shall have no liability for any claim of Infringement based on City's use or combination of the Licensed Software with products or data of the type for which the Licensed Software was neither designed nor intended to be used.

## **20. Liability of the Parties**

**(a) Liability of City.** CITY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE PAYMENT OF THE COMPENSATION PROVIDED FOR IN THIS AGREEMENT. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

**(b) Liability for Use of Equipment.** Except for City's active negligence or intentional misconduct, City shall not be liable to Contractor for any damage to persons or property as a result of the use, misuse or failure of any City-owned equipment used by Contractor, or any of its subcontractors, or by any of their employees, even though such equipment is furnished, rented or loaned by City.

**(c) Limitation of Liability.** Except for personal injury or death, damage to tangible property, damage caused by Contractor's intentional misconduct or gross negligence, or infringement under Section 19 above, Contractor's total liability to the City regardless of the cause of action or theory of liability will be limited to the direct damages recoverable under law, but not to exceed \$68,000,000 (which is roughly the sum of the System Purchase Price and the Maintenance Fees i.e., the price for the post-warranty maintenance and support services as indicated in this Maintenance and Support Agreement.) NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, IN NO EVENT SHALL CONTRACTOR BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PERFORMED IN CONNECTION WITH THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement.

**21. Default.** Failure or refusal of Contractor to perform or do any act herein required shall constitute a default. In the event of any default, in addition to any other remedy available to the City, this Maintenance and Support Agreement may be terminated by the City upon thirty (30) days' written notice and opportunity to cure the alleged default. Such termination does not waive any other legal remedies available to the City or any rights (including any rights to payments that are due at the time of termination) or defenses of Contractor.

**21. Termination**

a. **Termination for Cause.** In the event Contractor fails to perform any of its obligations under this Maintenance and Support Agreement, this Maintenance and Support Agreement may be terminated and all of Contractor's rights hereunder ended. Termination will be effective after thirty (30) days written notice to Contractor and opportunity to cure the alleged default. In the event of such termination, Contractor will be paid for those services performed under this Maintenance and Support Agreement to the satisfaction of the City, up to the date of termination. However, City may offset from any such amounts due Contractor any costs City has or will incur due to Contractor's non-performance. Any such offset by City will not constitute waiver of any other remedies City may have against Contractor for financial injury or otherwise.

b. **Termination for Convenience.** City shall have the option, in its sole discretion, to terminate this Maintenance and Support Agreement except for the Software Upgrade (SUA) services which are not subject to a termination for convenience right, at any time during the term thereof, for City's convenience and without cause by giving Contractor thirty (30) days written notice of such termination. In the event of such termination, Contractor will be paid for those services performed, pursuant to this Maintenance and Support Agreement, up to the date of termination. In no event will City be liable for costs incurred by Contractor after the effective date of termination.

**22. Rights and Duties Upon Termination or Expiration.** This Section and the following Sections of the Maintenance and Support Agreement shall survive termination or expiration of this Maintenance and Support Agreement:

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| 7. Submitting False Claims; Monetary Penalties                  | 25. Proprietary or Confidential Information of Contractor |
| 8. Taxes.   | 27. Audit and Inspection of Records.                      |
| 11. Payment Does Not Imply Acceptance of Work.                  | 28. Subcontracting.                                       |
| 13. Responsibility for Equipment.                               | 29. Assignment.   |
| 16. Independent Contractor; Payment of Taxes and Other Expenses | 36. Provisions Controlling.                               |
| 17. Insurance   | 37. Entire Agreement; Modifications                       |
|   | 40. Non-Waiver of Rights.                                 |

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| 18. Indemnification.                                | 41. Governing Law.                     |
| 24. Proprietary or Confidential Information of City | 44. Protection of Private Information. |

Subject to the immediately preceding sentence, upon termination of this Maintenance and Support Agreement prior to expiration of the term specified in Section 3, this Maintenance and Support Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to City, and deliver in the manner, at the times, and to the extent, if any, directed by City, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Maintenance and Support Agreement, and any completed or partially completed work which, if the Maintenance and Support Agreement had been completed, would have been required to be furnished to the City provided that City has paid or pays for such items. This subsection shall survive termination of this Maintenance and Support Agreement.

**23. Conflict of Interest.** By executing this Agreement, Contractor certifies that it does not know of any fact which constitutes a violation of Section 15.103 of the City’s Charter; Article III, Chapter 2 of City’s Campaign and Governmental Conduct Code; Title 9, Chapter 7 of the California Government Code (Section 87100 *et seq.*), or Title 1, Division 4, Chapter 1, Article 4 of the California Government Code (Section 1090 *et seq.*), and further agrees promptly to notify the City if it becomes aware of any such fact during the term of this Agreement.

**24. Proprietary or Confidential Information of City.** Contractor understands and agrees that, in the performance of the work or Services under this Maintenance and Support Agreement, Contractor may have access to private or Confidential Information which may be owned or controlled by City and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to City. Contractor agrees that all Confidential Information disclosed by City to Contractor shall be held in confidence and used only in performance of this Maintenance and Support Agreement or otherwise to support the City. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own Confidential Information.

**25. Proprietary or Confidential Information of Contractor.** During the term of this Maintenance and Support Agreement, the Parties may provide each other with Confidential Information. Subject to the requirements of any applicable public records law, each Party will: maintain the confidentiality of the other Party’s Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction; restrict disclosure of the Confidential Information to its employees who have a “need to know” and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same

degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the Confidential Information only in furtherance of the performance of this Maintenance and Support Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Maintenance and Support Agreement.

Contractor, the third party manufacturer of any Equipment, and the copyright owner of any Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Maintenance and Support Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Contractor in connection with providing to City the Equipment, Software, or Services remain vested exclusively in Contractor, and this Agreement does not grant to City any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Contractor does not grant to City, either directly or by implication, estoppel, or otherwise, any right, title or interest in Contractor's Proprietary Rights. City will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute, sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

**26. Notices to the Parties.** Unless otherwise indicated in this Agreement, all written communications sent by the Parties may be by U.S. mail or e-mail, and shall be addressed as follows:

To City: Michelle Geddes  
1011 Turk St.  
San Francisco, CA 94102  
Michelle.geddes@sfgov.org

To Contractor: Brandon Burke  
2309 O Street  
Sacramento, CA 95816  
619-481-0555  
Brandon.burke1@motorolasolutions.com

Payments to Contractor shall be made to the following address:

Motorola Solutions, Inc.  
13108 Collections Center Drive  
Chicago, IL 60693

Any notice of default must be sent by registered mail. Either Party may change the address to which notice is to be sent by giving written notice thereof to the other Party. If email notification is used, the sender must specify a receipt notice. For reference, the Federal Tax Identification Number for Motorola Solutions, Inc. is 36-1115800.

**27. Audit and Inspection of Records.** Contractor agrees to maintain and make available to the City, during regular business hours, accurate books and accounting records that are prepared and maintained in the ordinary course of Contractor's business and that relate to its Services. Contractor will permit City at City expense to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. City shall treat all such information as Motorola's Confidential Information and shall protect it as provided under Section 1.8 and 10.4. Contractor has no duty to disclose its trade secret information under this or any other provision of the Agreement. Contractor shall maintain such data and records in the location where such records are ordinarily kept and condition for a period of not fewer than five years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any Federal agency having an interest in the subject matter of this Agreement shall have the same rights as conferred upon City by this Section. Contractor shall include the same audit and inspection rights and record retention requirements in all subcontracts.

**28. Subcontracting.** Contractor is prohibited from subcontracting this Maintenance and Support Agreement or any part of it unless such subcontracting is first approved by City in writing, which approval shall not be unreasonably withheld or delayed. City pre-approves the following planned subcontractors: Genesis, NICE, Infor EAM, and Nokia-ALU, all concerning their products, and Commdex, LD Strobel, Day Wireless. Neither party shall, on the basis of this Maintenance and Support Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**29. Assignment.** Each Party may assign its rights or obligations under this Agreement to (i) any successor to its business by merger, change of control, or consolidation. The assigning Party must provide the non-assigning Party of this Agreement with advance, written notice of any such assignment and evidence of the assignee's full assumption of such obligations hereunder. Any other assignment requires the prior written consent of the non-assigning Party of this Agreement, which shall not be unreasonably withheld or delayed. This Agreement and the licenses issued hereunder shall be binding upon and inure to the benefit of the Parties, their respective permitted successors or assigns.

**30. Limitations on Contributions.** Through execution of this Maintenance and Support Agreement, Contractor acknowledges that it is familiar with section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or the board of a state agency on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. The prohibition on contributions applies to each prospective party to the contract; each member of Contractor's board of directors; Contractor's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Contractor; any subcontractor listed in the bid or contract; and any committee that is sponsored or controlled by Contractor. Contractor must inform each such person of the limitation on contributions imposed by Section 1.126 and provide the names of the persons required to be informed to City.

**31. Drug-Free Workplace.** Contractor acknowledges that pursuant to the Federal Drug Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Contractor agrees that any violation of this prohibition by the Contractor, its employees, agents or assigns shall be deemed a material breach of contract.

**32. Compliance with Americans with Disabilities Act.** Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the Services specified in this Maintenance and Support Agreement in a manner that complies with the ADA and any and all other applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Maintenance and Support Agreement, and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Maintenance and Support Agreement.

**33. Sunshine Ordinance.** In accordance with Section 67.24(e) of the San Francisco Administrative Code, contracts, Contractors' bids, responses to RFPs and all other records of communications between City and persons or firms seeking contracts shall be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is

awarded the contract or benefit. Information provided which is covered by this paragraph will be made available to the public upon request, except that Contractor's records that are Confidential Information are exempt under the trade secret and possibly other exemptions from disclosure.

**34. Prohibition on Political Activity with City Funds.** In accordance with San Francisco Administrative Code Chapter 12.G, Contractor may not participate in, support, or attempt to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity") in the performance of the Services provided under this Maintenance and Support Agreement. Contractor agrees to comply with San Francisco Administrative Code Chapter 12.G and any implementing rules and regulations promulgated by the City's Controller. The terms and provisions of Chapter 12.G are incorporated herein by this reference. In the event Contractor violates the provisions of this section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Maintenance and Support Agreement, and (ii) prohibit Contractor from bidding on or receiving any new City contract for a period of two years. The Controller will not consider Contractor's use of profit as a violation of this section.

**35. Compliance with Laws.** Contractor and City shall keep itself fully informed of the City's Charter, codes, ordinances and duly adopted rules and regulations of the City and of all state, and federal laws in any manner affecting the performance of this Agreement, and must at all times comply with such local codes, ordinances, and regulations and all applicable laws as they may be amended from time to time. City will comply with all FCC licenses and authorizations required for the installation, operation and use of the System.

**36. Provisions Controlling.** Contractor agrees that in the event of conflicting language between this Maintenance and Support Agreement and Contractor's printed form or City's purchase order provisions, the provisions of this Maintenance and Support Agreement shall take precedence.

**37. Entire Agreement; Modifications.** The Maintenance and Support Agreement, together with the Appendices and/or Exhibits hereto, constitutes the entire Maintenance and Support Agreement between the parties. Unless otherwise expressed herein to the contrary, this Maintenance and Support Agreement may not be modified, nor may any of its terms be waived, except by written instrument executed and approved in the same manner as this Maintenance and Support Agreement. All agreements between the parties are included herein and no promises or statements have been made by either party unless endorsed hereon in writing. Should the application of any provision of this Maintenance and Support Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Maintenance and Support Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable. Subject to the specific provisions of this Maintenance and Support Agreement, this Maintenance and Support Agreement shall be binding upon and inure to the benefit of the parties and their respective

successors and assigns. This Agreement may not be modified, nor may compliance with any of its terms be waived, except as noted in Section 27, "Notices to Parties," regarding change in personnel or place, and except by written instrument executed and approved in the same manner as this Agreement. Contractor shall cooperate with Department to submit to the Director of CMD any amendment, modification, supplement or change order that would result in a cumulative increase of the original amount of this Agreement by more than 20% (CMD Contract Modification Form).

**38. Change Orders.** The City shall have authority to request minor changes in the maintenance work, or reduce or add similar scope, as long as it does not require an adjustment in the Guaranteed Maximum Costs or an extension of the contract duration.

**39. Force Majeure.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule for a time period that is reasonable under the circumstances.

**40. Non-Waiver of Rights.** The waiver by either party of any breach by either party of any term, covenant or conditions hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant or condition hereof.

**41. Governing Law.** This formation, interpretation and performance of this Maintenance and Support Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Maintenance and Support Agreement shall be in San Francisco.

**42. Construction.** All section headings contained herein are for convenience and reference only and are not intended to define or limit the scope of any provision of this Maintenance and Support Agreement.

**43. Negotiation; Alternative Dispute Resolution.** [Reserved. See Section 47.]

**44. Protection of Private Information.** Contractor has read and agrees to the terms set forth in San Francisco Administrative Code Sections 12M.2, "Nondisclosure of Private Information," and 12M.3, "Enforcement" of Administrative Code Chapter 12M, "Protection of Private Information," which are incorporated herein as if fully set forth. If this Maintenance and Support Agreement requires City to disclose "Private Information" to Contractor within the meaning of San Francisco Administrative Code Chapter 12M, Contractor and subcontractor who is a recipient of such Private Information shall use such information only in accordance with the restrictions stated in Chapter 12M and in this Maintenance and Support Agreement and only as necessary in performing the Services. Contractor agrees that any failure of Contractor to comply with the requirements of Section 12M.2 of this Chapter shall be a material breach of the Contract. In such an event, in addition to any other remedies available to it under equity or law,

the City may terminate the Contract, bring a false claim action against the Contractor pursuant to Chapter 6 or Chapter 21 of the Administrative Code, or debar the Contractor.

**45. Graffiti Removal.** Reserved.

**46. Food Service Waste Reduction Requirements.** If applicable to the performance of the Services, Contractor agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Maintenance and Support Agreement as though fully set forth, and this provision is a material term. By entering into this Maintenance and Support Agreement, Contractor agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the sum of \$100 liquidated damages for the first breach, \$200 liquidated damages for the second breach in the same year, and \$500 liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Maintenance and Support Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Contractor's failure to comply with this provision.

**47. Negotiation; Alternative Dispute Resolution.** The Parties will attempt in good faith to resolve any dispute or controversy arising out of or relating to the performance of maintenance and support services as well as the applicable rates for any additional Equipment, Software and/or Services to be charged when those rates are based on the charges for similar Equipment, Software and/or Services. After written notice the City may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement until such failure or refusal has been corrected. If the Parties are unable to resolve the dispute, then, pursuant to San Francisco Administrative Code Section 21.35, Contractor may submit to the City Purchaser a written request for administrative review and documentation of the Contractor's claim(s). Upon such request, the City Purchaser shall promptly issue an administrative decision in writing, stating the reasons for the action taken and informing the Contractor of its right to judicial review. If agreed by both Parties in writing, disputes may be resolved by a mutually agreed-upon alternative dispute resolution process. If the parties do not mutually agree to an alternative dispute resolution process or such efforts do not resolve the dispute, then either Party may pursue any remedy available under California law. The status of any dispute or controversy notwithstanding, Contractor shall proceed diligently with the performance of its obligations under this Agreement in accordance with the Agreement and the written directions of the City. Neither Party will be entitled to legal fees or costs for matters resolved under this section.

**48. Cooperative Drafting.** This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and

revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

CITY

CONTRACTOR

Recommended by:

**Motorola Solutions, Inc.**

\_\_\_\_\_  
Miguel A. Gamiño Jr., CPA  
City Chief Information Officer  
Department of Technology  
City and County of San Francisco

By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and uncompensated time off.

Approved as to Form:

Dennis J. Herrera  
City Attorney

I have read and understood paragraph 35, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with the MacBride Principles, and urging San Francisco companies to do business with corporations that abide by the MacBride Principles.

By:

\_\_\_\_\_  
Margarita Gutierrez  
Deputy City Attorney

Approved:

\_\_\_\_\_  
Jaci Fong  
Director of the Office of Contract  
Administration, and  
Purchaser

\_\_\_\_\_  
Motorola Solutions, Inc.  
10680 Trenea St., #200  
San Diego, CA 92131

City vendor number: 12872

### Exhibits

- A: Statement of Work and Attachment A
- B: Pricing Summary
- C: Software License Agreement

# EXHIBIT A: STATEMENT OF WORK

PUBLIC SAFETY RADIO REPLACEMENT PROJECT

SEPTEMBER 1, 2016

## 800 MHZ REPLACEMENT PROJECT



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola"). To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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# EXHIBIT A: STATEMENT OF WORK

## A.1 MAINTENANCE SOW

The maintenance plan will be comprised of customized and comprehensive services designed to maintain, support and provide post warranty upgrades to the Public Safety Radio System. Details on the Nokia/Alcatel Lucent maintenance and upgrade program are found in Attachment A-1 of this document. Annual pricing for each program is found in Exhibit B, Pricing Summary. The maintenance and upgrade programs are described below.

### A.1.1 Bridge Maintenance for Existing Systems

In addition to providing maintenance programs for the new P25 network, this contract is designed to bridge several current maintenance programs from their expiration in FY 2017 thru the decommissioning of legacy components or the upgrade of components which will move into the maintenance programs described in this document. The Bridge Maintenance program anticipates when subsystems are upgraded, legacy components decommissioned, and warranty periods for new equipment. The Bridge Maintenance term will begin in FY2017-18 and is anticipated to end in FY2020-2021.

The following subsystems and their respective bridge maintenance programs and terms are listed below in Table A-1.

**Table A-1: Subsystems and their respective bridge maintenance programs**

Subsystems	Maintenance Program
<b>SFIA, including:</b> 1 Prime Site 2 Simulcast RF Sites 1 Dispatch Site (14 positions) 1 NICE logging system (2 AIS)	Technical Support, Infrastructure Repair w/ Advanced Replacement, NICE Silver, Coverage for current maintenance prgm+6 operator positions (14 total ops).  The following programs are optional during the bridge maintenance period for SFIA: <ul style="list-style-type: none"> <li>• System Monitoring &amp; Dispatch</li> <li>• On-Site 7x24x365 Response</li> <li>• Security Update Service</li> <li>• Security Monitoring</li> </ul>
<b>EWDN High Performance Data System, including:</b> 7 High Performance Data sites 8 HPD Channels	Technical Support, Infrastructure Repair w/ Advanced Replacement
<b>Mach Fire Station Alerting</b>	Hardware & DCR Software maintenance and support

Subsystems	Maintenance Program
<b>700MHz Interoperability System, including:</b> 1 Prime Site 4 Astro 25 ASR sites	Technical Support, Infrastructure Repair w/ Advanced Replacement
<b>San Francisco State University Console Subsystem (2 positions)</b>	Tech Support, Dispatch, Infrastructure Repair w/ Adv Replacement, Network Monitoring, Network Preventative Maintenance, On-site Response (standard)
<b>San Francisco Dept of Parking &amp; Traffic (DPT) Console Maintenance (8 positions)</b>	Tech Support, Dispatch, Infrastructure Repair w/ Adv Replacement, Network Monitoring, Network Preventative Maintenance, On-site Response (standard)

## A.1.2 Post Warranty Maintenance

The P25 Network and other subsystems will enter maintenance and upgrade program one year following the radio system acceptance (at expiration of the system warranty). The anticipated warranty period is FY2020-2021 and the maintenance and upgrade services (excluding Bridge Maintenance programs described above) will begin the following year. The network is described below followed by a description of the maintenance and upgrade services.

### A.1.2.1 P25 Radio Network

The City and County of San Francisco radio system consists of a ten site 800 MHz Project 25 (P25) TDMA communications network. The system contains one nine site, eighteen channel simulcast system, one six channel Astro25 Site Repeater (ASR) located at the San Bruno jail, and nine dispatch centers. Each radio site and dispatch center also has Nokia MPLS and microwave backhaul equipment which are included in the maintenance and upgrade program.

The ten P25 radio sites are:

- Twin Peaks: Master Site, Simulcast Prime Site, P25 Simulcast Radio Site.
- One Market Plaza: P25 Simulcast Radio Site.
- Clay Jones: P25 Simulcast Radio Site.
- Bernal Heights: P25 Simulcast Radio Site.
- Ft. Miley: P25 Simulcast Radio Site.
- Bayview: P25 Simulcast Radio Site.
- South Hill: P25 Simulcast Radio Site.
- Forest Hill: P25 Simulcast Radio Site.
- San Francisco State University: P25 Simulcast Radio Site.
- San Bruno Jail: P25 Radio Site.

The nine dispatch centers are:

- Primary Dispatch 1011 Turk Street: 54 positions MCC7500, control stations, and geographically redundant prime site and the Nice Gold Service Plan for the logging recorder system.
- DPT Dispatch 1455 Market: 8 positions MCC7500 including Tech Support, Dispatch, Infrastructure Repair w/ Advanced Replacement, Network Monitoring, Network Preventative Maintenance, On-site Response (standard).



- San Francisco State University Dispatch North State Drive: 2 positions MCC7500 including Tech Support, Dispatch, Infrastructure Repair w/ Advanced Replacement, Network Monitoring, Network Preventative Maintenance, On-site Response (standard).
- DPW Dispatch 2323 Cesar Chavez St: 1 position MCC7500.
- Water Dispatch 1990 Newcomb Ave: 1 position MCC7500.
- Sheriff Dispatch 850 Bryant St: 1 position MCC7500.
- Radio Shop Diagnostic 1011 Turk Street: 1 position MCC7500.
- Master Site Diagnostic 1 Christmas Tree Pt: 1 position MCC7500.
- UCSF PD: 4 positions MCC7500 including Tech Support, Dispatch, Infrastructure Repair w/ Advanced Replacement, Network Monitoring, Network Preventative Maintenance, On-site Response (standard).

Additionally, Motorola Solutions will maintain the three existing subsystems:

- EWDN High Performance Data System: seven sites and eight stations.
  - Twin Peaks - Two Stations.
  - One Market Plaza - One Station.
  - Forest Hill - One Station.
  - Clay Jones - One Station.
  - South Hill - One Station.
  - SFO North - One Station.
  - SFO South - One Station.
- 700 MHz P25 interoperable system: four sites and six channels.
  - Twin Peaks.
  - South Hill.
  - Forest Hill.
  - One Market Plaza.
- San Francisco Airport 700 MHz P25 system: two site simulcast cell, seven channels, and one dispatch center with fourteen dispatch positions and the logging recorder system (NICE Silver package).
  - SFO North.
  - SFO South.
  - SFO Dispatch.
- Mach Fire Station Alerting System.
- DC Power Systems.

CCSF will have complete access to Motorola Solutions' resources and support services provided by the Motorola Solutions Systems Support Center (SSC), the Motorola Solutions Field Service Organization (FSO) and our Motorola Solutions System Technologists to deliver ongoing maintenance during the term of the Agreement.

The maintenance and system upgrade services included in the contract are described below in Table A-2 unless otherwise indicated in the site description and pricing.



## Summary of Maintenance Services

Table A-2: Description of Maintenance Services

Description	Included
Infrastructure Repair Service with Advanced Replacement	√
System and Network Monitoring Service	√
Motorola Systems Support Center	√
Dispatch Service and Case Management	√
4 hour On-Site Support 24x7 Motorola Field Service (FSO)	√
Technical Support Service	√
Infrastructure Preventative Maintenance	√
Security Update Service	√
Security Monitoring Service	√
Disaster Preparedness	√
Motorola On-Line	√
Local Customer Support Manager	√
Customer Support Plan	√
System Upgrade Services / Lifecycle Plan	√
Subscriber Radio Services Repair Bank	√
Third Party Maintenance and Upgrades	√

### A.1.3 Infrastructure Repair with Advanced Replacement

Infrastructure Repair with Advanced Replacement is the repair exchange service provided by Motorola Solutions for Motorola Solutions supplied and third party infrastructure supplied equipment by Motorola Solutions. For the duration of the Agreement, Motorola Solutions will provide the City with an advanced replacement unit(s) or Field Replacement Units (FRU's) in exchange for the City's malfunctioning equipment. Malfunctioning equipment will be evaluated and repaired by Motorola Solutions' infrastructure repair depot and returned to depot's FRU inventory upon completion of repair. The City retains the option to request a "Loaner" FRU at no additional cost, while any unit is being repaired.

The Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment as well as coordinating the equipment repair logistics process.

#### Description of Services

Infrastructure components are repaired at a Motorola Solutions authorized Infrastructure Depot Operations (IDO) center. At Motorola Solutions' discretion, select third party infrastructure may be sent to the original equipment manufacturer or third party vendor for repair. The board repair procedure is shown in Table A-3.

**Table A-3: Board Repair Procedure**

<b>Infrastructure Repair Service</b>
Provide for repair of faulty components at no additional charge.
Provide a replacement unit in advance of receiving faulty component
Shall complete fixed equipment mail-in board repair and have the equipment back in the sender's possession within seven business days.
Replacement parts shall be equal or better in quality and ratings to the original parts.
Remove failed device and replace with spare unit.
Ship Infrastructure Equipment to/from repair facility.
Perform operational check on infrastructure equipment.
Verify Infrastructure equipment is operating to manufacturer specifications.
Perform system test on all select manufacturer equipment.
Package and ship repaired infrastructure to Customer location.

**Scope**

Repair authorizations are obtained by contacting Motorola's Solutions Support Center which shall be available 24 hours a day, 7 days a week. Repair authorizations can also be obtained online via Motorola Solutions Online under Repair Status/Submit Infrastructure RA.

Motorola Solutions Online: <https://businessonline.motorolasolutions.com>

**Inclusions**

Infrastructure repair with advanced replacement shall be provided on Motorola Solutions sold infrastructure including integrated third party products (including Antenna Systems, DC Components, and Microwave Backhaul Components). Motorola Solutions will make a "Reasonable Effort" to repair Motorola Solutions manufactured infrastructure products for seven years after product cancellation. In the event Motorola Solutions is unable to repair any required equipment during the term of this agreement, Motorola Solutions shall replace the equipment with a unit providing the equivalent functionality, at no additional cost to the City.

**Exclusions**

If infrastructure is no longer supported by Motorola Solutions, the original equipment manufacturer or a third party vendor, Motorola Solutions may return said equipment to the customer without repair or replacement. In the case that equipment is obsolete or out of support, it shall be replaced or removed from the system as part of the System Upgrade Agreement as discussed in Section A.3. The following items are excluded from Infrastructure Repair with Advanced Replacement:

- All Motorola Solutions infrastructure hardware over seven years from product cancellation date.
- All third party infrastructure hardware over three years from product cancellation date.
- Physically damaged infrastructure.
- Consumable items including, but not limited to, batteries, connectors, cables, toner/ink cartridges, tower lighting, laptop computers, monitors, keyboards and mouse.
- Infrastructure backhaul including but not limited to, antennas, antenna dehydrators, microwave, line boosters, amplifier, data talker wireless transmitter, short haul modems and UPS.
- Test equipment

- Racks, furniture and cabinets.
- City-modified infrastructure
- Firmware and/or software upgrades.

In no case shall the inability of Motorola Solutions to service excluded equipment prevent proper system operation per the terms of the System Upgrade Agreement as discussed in Section A.3.

**Motorola Solutions has the following responsibilities:**

- Enable City access to the Motorola Solutions call center which is operational 24 hours a day, 7 days per week, to create requests for advanced replacement service.
- Use reasonable efforts to maintain FRU inventory on supported platforms.
- Provide new or reconditioned FRU's to the City, as needed to maintain contractual commitments for resolving critical/severity issues. The FRU will be of similar equipment and version, and will contain equivalent boards and chips, as the City's malfunctioning FRU.
- Load firmware/software for equipment that requires programming. The software version information must be provided for the replacement FRU to be programmed accordingly. If the City software version/configuration is not provided, shipping times will be delayed. During the term of any Motorola Solutions support agreement, it is Motorola's responsibility to maintain required configuration information.
- Package and ship Advance Exchange FRU from the FRU inventory to City specified address.
  - Shipping of Advanced Exchange FRUs will be dependent on the severity of the issue, and will be in accordance with meeting time to repair contractual commitments defined in the Agreement.
  - During normal operating hours of Monday through Friday 7:00am to 7:00pm CST, excluding holidays, FRU will be shipped from Motorola as soon as possible dependent upon stock availability and configuration requested. Motorola will pay for the shipping to the City.
  - When sending the advanced replacement FRU to City, provide a return air bill in order for City to return the City's malfunctioning FRU. The City's malfunctioning FRU will become property of the Motorola repair depot or select third party and the City will own the advanced replacement FRU.
  - When sending a loaner FRU to City, Motorola will pay for outbound and inbound shipping charges. Motorola will repair and return the City's FRU and will provide a return air bill for the City's to return IDO's loaner FRU.
- Coordinate with 3rd party shipping companies (Fed-Ex, DHL, etc) on delivery and pick-up of FRUs at City locations.
- Provide repair return authorization number upon City request for Infrastructure that is not classified as an advanced replacement or loaner FRU.
- Provide a repair Return Authorization (RA) number so that the returned FRU can be repaired and returned to FRU stock.
- Receive malfunctioning FRU from City, carry out repairs and testing and return it to the FRU stock
- Receive malfunctioning infrastructure from City and document its arrival, repair and return.
- Perform the following service on Motorola Solutions infrastructure:
  - Perform an operational check on the infrastructure to determine the nature of the problem.
  - Replace malfunctioning Field Replacement Units (FRU) or components.
  - Verify that Motorola Solutions infrastructure is returned to Motorola Solutions manufactured specifications, as applicable
  - Perform a box unit test on all serviced infrastructure.
  - Perform a system test on select infrastructure.



- Provide the following service on select third party infrastructure:
  - 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.
  - Ship malfunctioning infrastructure components to the original equipment manufacturer or third party vendor for repair service, when applicable.
  - Track infrastructure sent to the original equipment manufacturer or third party vendor for service.
  - Perform a post-test after repair by Motorola Solutions, to confirm malfunctioning infrastructure has been repaired and functions properly in a Motorola Solutions system configuration, when applicable.
- For loaner equipment, Motorola Solutions will ship repaired infrastructure to the City 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 Solutions 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, City will be responsible for payment of shipping and handling charges.

**The City has the following responsibilities:**

- For equipment shipped by the City, contact the Motorola Solutions Support Center (SSC) and request a return authorization number prior to shipping malfunctioning infrastructure or third party infrastructure named in the applicable attached exhibit.
- Provide model description, model number and serial number, type of system and firmware version, software options, symptom of problem and address of site id for FRU or infrastructure.
- Indicate if FRU or third party FRU being sent in for service was subjected to physical damage or lightning damage.
- Follow Motorola Solutions instructions regarding inclusion or removal of firmware and software applications from infrastructure being sent in for service.
- For equipment shipped by the City, properly package and ship the malfunctioning FRU using the pre-paid air-bill that arrived with the advanced replacement FRU. City is responsible for properly packaging the malfunctioning infrastructure FRU to ensure that the shipped infrastructure arrives un-damaged and in repairable condition. City will be subject to a replacement fee for malfunctioning FRU's shipped by City and not properly returned.
- Within five business days of receipt of the advanced replacement FRU from Motorola's FRU inventory, properly package City's malfunctioning FRU and ship the malfunctioning Infrastructure to Motorola's repair depot for evaluation and repair. City must send the return air bill back to the repair depot in order to ensure proper tracking of the returned infrastructure.
- For Infrastructure and/or third party infrastructure repairs that are not exchanged in advance nor shipped by Motorola Solutions, properly package Infrastructure and ship the malfunctioning FRU, at Customer's expense and risk of loss to Motorola Solutions.
- Clearly print the return authorization number on the outside of the packaging.
- Maintain information of software/applications and firmware for re-loading of infrastructure.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide the infrastructure repair services to City.



## A.1.4 Network Monitoring

Network Monitoring Service provides integration of fault notifications for the entire Motorola Solutions system offering. When the Network Monitoring Operations Team detects an event, trained technologists shall acknowledge the event, run remote diagnostic routines, and initiate an appropriate response. The system technologist shall forward an incident to the Dispatch Call Center and place the incident in 'high priority' status. The system shall be continuously monitored in 'high priority' status throughout the troubleshooting and repair process. Should a system issues be resolved remotely through advanced diagnostic services, a local technician will not be dispatched. In the event that field resources are required to troubleshoot an issue, they shall be alerted to specific elements of the problem and informed of the spares/FRUs necessary for replacement. This level of remote diagnostic capability allows Motorola to restore the system to normal operating conditions quickly and efficiently. Event records shall be cleared and returned to 'normal' status only when the field technician notifies the NOC that a resolution is in place.

Motorola Solutions will monitor all of the equipment and system components connected to the Master Site, including Motorola Solutions provided equipment located in the Customer Enterprise Network. Should any equipment or subsystem not be monitored, Motorola Solutions shall itemize and inform the City.

## A.1.5 Dispatch Service, Case Management with On-Site Response

### A.1.5.1 Motorola Solutions' System Support Center

The SSC will provide remote support to the City and the Field Service Organization. Motorola's Dispatch and Case Management team will work hand-in-hand with the Network Operations Center (NOC) and internal engineering and technical support teams to deliver the comprehensive services necessary to provide maximum system uptime and network availability. The SSC will maintain their status as an ISO9001 (or latter certification if superseded) certified network support and operations center staffed with factory certified personnel specifically trained for mission-critical networks throughout the term of this agreement. Motorola's technical support and engineering teams shall be available around the clock to support the maintenance and operations of the City's ASTRO 25 system.

The Systems Support Center shall include the following:

- 24x7 Monitoring of the ASTRO 25 Network.
- 24x7 Dispatch and Case Management Service.
- Factory certified engineering and technical support specialist.
- Advanced tools and processes.
- ISO9001 certified network support center.

### A.1.5.2 Dispatch Service and Case Management

The front-end call process will begin with any notification sourced either from an automatic alarm or through a scheduled maintenance notification. The Motorola Solutions Call Center will assign a case number to each incident and triage the issue with the appropriate support team. Motorola Solutions' time-driven escalation process will track contracted response and restore times to ensure that all open issues are managed to resolution with a positive verification (Table A-4).

**Table A-4: Dispatch and Case Management Services**

Dispatch and Case Management
Provide a single toll-free telephone number that answers 24 hours a day, seven days a week, 365 days a year, for service requests and warranty claims.
Dispatch the proper repair facility personnel during any event that requires a servicer to be on-site.
Coordination and tracking of case activity.
Dispatch of field technical personnel.
Notification and escalation of customer and management personnel.
Final resolution and case closure.
Review all cases on a monthly basis with CCSF

The Call Center will track the technician's progress in effecting the repair and restoration, and notify the City of the status. In the event a Motorola Solutions System Technologist, third party vendor technician, or other system specialist expertise is required the Call Center will escalate the case to the appropriate level and assigns the required personnel. Once the case has been resolved, the Call Center will contact the City to advise that the issue has been resolved and the case is ready to be closed at the discretion of the City.

Dispatch Service allows the City to follow the progress of an issue from inception to resolution. Automated notification emails or text messages can also be set up to alert City personnel of changes in case status. The Case Management system can also be accessed remotely via the Internet on the Motorola Online web portal. Authorized City personnel will be given access to open a new case or to review, update, and close cases anytime, day or night.

Motorola Solutions uses the Case Management System for all issues reported to the Systems Support Center. Case notes and progress reports are reviewed at the highest levels in the Quality and Engineering organizations to determine specific case resolution and identify inherent defects that may affect systems worldwide.

### **Case Tracking Process**

The Motorola Solutions Call Process (Figure A-1) tracks all events or service calls through each milestone, verifying that service obligations are met and provides a database of maintenance, failure and restoration history that is reviewed to identify trends or repeated events.



## CASE MANAGEMENT SERVICE DISPATCH PROCESS

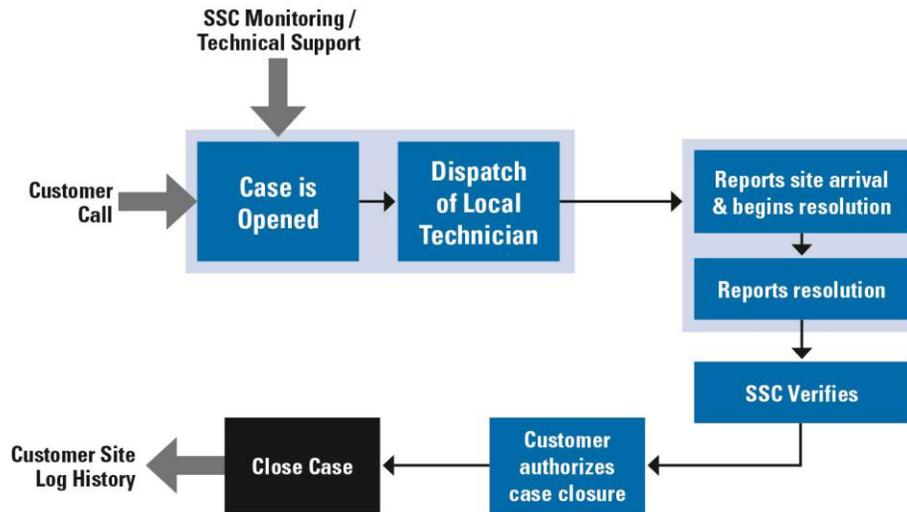


Figure A-1: Case Management Service Dispatch Process

### A.1.5.3 On-site Response

Motorola Solutions' On-Site Infrastructure Response provides case management and escalation for onsite technical service requests. The service is delivered by the Motorola's Solutions Support Center (SSC) in conjunction with Motorola's FSO team. The SSC will be responsible for opening a case for onsite support and monitoring the status of that case to ensure strict compliance to the four hour response time required by the City.

#### Description of Services

The Motorola Solutions SSC will receive customer requests for On-Site service provider and dispatch the FSO team. The FSO team will respond to the required location within four hours based on pre-defined Severity Levels set forth in the Agreement.

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

#### Scope

On-Site Infrastructure Response & Dispatch service will be available 24 hours a day, 7 days a week in accordance with the Agreement.

#### Motorola Solutions has the following responsibilities:

- Receive service requests.
- Create a case as necessary when service requests are received. Gather information to perform the following:
  - Characterize the issue.
  - Determine a plan of action.
  - Assign and track the case to resolution.

- Dispatch FSO as required by Motorola Solutions standard procedures and provide necessary case information collected above.
- Ensure the required personnel have access to customer information as needed.
- FSO Servicer perform the following on-site:
  - Run diagnostics on the Infrastructure or Field Replacement Units (FRU).
  - Replace defective Infrastructure or FRU
  - Provide materials, tools, documentation, physical planning manuals, diagnostic/test equipment and any other requirements necessary to perform the maintenance service.
  - If a third party vendor is needed to restore the system, the Servicer may accompany that vendor onto the City's premises.
- Verify with the City that restoration is complete or system is functional.
- Escalate the case to the appropriate party upon expiration of a response time.
- Close the case upon receiving notification from City, indicating the case is resolved.
- Notify City of case status:
  - Open and closed.
  - Open, assigned to the servicer, arrival of the servicer on-site, deferred or delayed, closed.
- Provide Case activity reports to customer if requested.

**City has the following responsibilities:**

- Contact Motorola Solutions, as necessary, to request service.
- Provide Motorola Solutions with the following pre-defined customer information and preferences prior to start date necessary to complete a Customer Support Plan (CSP):
  - Case notification preferences and procedure.
  - 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 system ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open a case.
- Allow FSO access to equipment.
- Supply infrastructure or FRU, as applicable, in order for Motorola Solutions to restore service.
- Maintain and store in an easily accessible location any and all software needed to restore the system.
- Maintain and store in an easily accessible location proper system backups.
- Verify with the SSC that restoration is complete or system is functional, if required by repair verification preference provided by customer.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide these services.

**Severity Level Definitions**

- Priority One: The City defines an error, Defect or malfunction issue as an event that results in a loss of voice and/or data traffic (as applicable) on the system as follows:
  - Any failure which causes a loss of 15% or more in capacity or coverage of a new RF subsystem. (Any failure resulting in the loss of one entire trunked site or two or more simulcast channels at all sites.)
  - Any failure which causes a loss of simulcast capability for more than one minute.
  - Any failure which causes a loss of the primary core
  - Any system failure that causes the loss of two or more consoles



- Any failure that renders the logging recorder inoperable
- A service affecting failure of switches and/or routers, firewall, or system interface
- Corruption of any system database
- Any failure of a system software application
- Any failure of a Motorola Solutions Provided power system component that results in a loss of 50% capacity of the power system
- Priority Two: The City defines an error, Defect or malfunction issue as an event that results in a loss of voice and/or data traffic (as applicable) on the system as follows:
  - A redundant component including DC Power Systems
  - Loss of less than 15% capacity.
- Priority Three: An error, Defect or malfunction issue which reduces the functionality, efficiency or usability of non-voice core services (data and network management) but still remains operational.
- Priority Four: An error, Defect or malfunction 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:
  - Faults resulting in minor functions or features being unsupported or unreliable in ways that are not noticeable to the end user.
  - Faults that have no impact in how the user perceives the system to work.
  - Cosmetic issues.
  - Requests for information.
  - Preventive Maintenance.

### **Severity Level Definitions - Response Protocol**

Motorola Solutions will provide correction in accordance with the following protocols:

- Priority One Protocol: Within 30 minutes of the City notification, Motorola Solutions will begin case resolution process: to diagnose the error, Defect or malfunction and to commence correction of it. Motorola Solutions shall provide ongoing communication about the status of the correction; shall proceed to immediately provide a Fix, a Patch or a Workaround; and include a final Fix or Patch for the error, Defect or malfunction in the next System Release. Motorola Solutions will escalate resolution of the problem to personnel with successively higher levels of technical expertise until the error, Defect or malfunction is corrected. The time to cure or return to service must be no longer than twelve hours, unless agreed to by both parties.
- Priority Two Protocol: Within four hours, Motorola Solutions will begin the case resolution process: to diagnose the error, Defect or malfunction and to commence correction of it; to immediately provide a Workaround; to provide escalation procedures as reasonably determined by Motorola Solutions' staff; Final fix must be provided within 90 days, and Motorola Solutions must include a Fix in the next System Release.
- Priority Three and Four Protocol: Motorola Solutions may include a Fix or Patch in the next System Release. Time to cure or return to service may be no longer than eighteen months.

### **Field Service Organization**

The Field Service Organization is a specialized electronic communications systems implementation and manufacturer-direct support department within Motorola Solutions.

Motorola Solutions maintains an extensive Field Service Organization (FSO) in Northern California with experienced service personnel who implement and support systems throughout the region. The FSO's staff of Motorola Solutions employees is comprised of Field Service Specialists and Senior Field Service Technicians who perform work on a wide variety of specialized and complex radio systems.



## **FSO Resources**

The Motorola Solutions Field Service Organization in Northern California shall supply CCSF with On-Site service support. Support shall be available on a 24x7x365 basis with on-site response within four hours of the City's decision to escalate the call to on-site service.

The FSO in California shall be staffed by Field Service Specialists and Field Service Technicians with the ability to respond to our customers and systems within defined response and restoration requirements.

## **FSO Certification**

Our staff of specialists and technicians shall be certified at the Master, Senior, and Journeyman levels through the Electronics Technician Association (ETA). ETA International is a not-for-profit, worldwide professional association that provides education and independent testing in industry standards, including troubleshooting techniques, knowledge of test equipment, and installation procedures. The ETA has been providing third-party assessment through its own certification programs since 1978. ETA certifications test the knowledge and hands-on skills needed in today's electronics industry, aligning with the ISO 17024 standards, and collaborating with education providers and industry professionals.

## **FSO Training**

Motorola Solutions FSO personnel shall undertake a wide variety of continuous Motorola Solutions factory training on Motorola Solutions products, system platforms and technologies. Any FSO personnel that responds to the City's service request shall be appropriately trained.

## **A.1.6 Technical Support Service**

Motorola Solutions' Technical Support Operation will be manned 24 hours per day, 365 days a year to ensure prompt responses to technical issues and questions regarding deployed systems. This operation will be staffed with technologists who specialize in the diagnosis and resolution of system performance issues. The technologists will remotely access the affected system or replicate the problem in the system laboratory to get the system back up and running as quickly and efficiently as possible. When needed, the technologists will provide troubleshooting guidance over the telephone and work with the local service technician to affect an efficient resolution. Motorola's Technical Support Team will work in close partnership with factory and design engineers, enabling rapid engagement of higher level technical support staff.

Our teams will conduct weekly quality meetings to review open cases. This review board, consisting of engineering, technologists, quality, and operations management, assesses every case to determine appropriate action plans and ensure proper resources are available to assist with case resolution.

Motorola Solutions will perform the activities to deliver Technical Support Services as shown in Table A-5.



**Table A-5: Technical Support Services**

<b>Technical Support Operations</b>
Respond to requests for Technical Support for the Restoration of failed Systems and diagnosis of operation problems.
Advise caller of procedure for determining any additional requirements for issue characterization, Restoration, including providing a known fix for issue resolution when available.
Coordinate technical resolutions with agreed upon third party vendors as needed.
Escalate and manage support issues, including systemic issues, to Motorola engineering and product groups, as applicable.
Provide Configuration Change Support and Work Flow changes to Systems that have dial-in or remote access capability.
Determine when a Case requires more than the Technical Support services described here and notify Customer of an alternative course of action.

## **A.1.7 Preventative Maintenance**

System Preventative Maintenance will provide an operational test and alignment, on the infrastructure equipment (infrastructure or fixed network equipment only) to ensure the Infrastructure meets specifications, as set forth in the applicable as-built system documentation, all of which are hereby incorporated by this reference.

### **Scope**

System Preventive Maintenance will be performed during standard business hours (unless otherwise agreed to in writing).

### **Inclusions**

Preventive Maintenance service will be delivered on Motorola sold infrastructure including integrated third party products. Preventative maintenance pricing has been provided in the maintenance services pricing for the other agencies(SFIA, SF State, UCSF, SF DPT) and these agencies may choose to include or exclude this service. The Preventative Maintenance programs for these other agencies do not include DC Power Systems, Antenna Systems, and In-Building systems which are outside the scope of the Preventative Maintenance standard program. Preventative maintenance is not included for the EWDN (High Performance Data) System, MACH Fire Station Alerting, and the 700MHz Interoperability System.

Additional Preventative Maintenance programs, customized for the City, are described in the 'Additional Maintenance and Upgrades' section of this document.

Table A-6 below identifies the measurements, tests, and observations that will be performed when preventative maintenance is being performed on the P25 system and dispatch consoles. Each of these items will be measured (if applicable) and the results recorded for comparison with the initial system measurements obtained at system cutover. If the results are out of specification, Motorola Solutions will resolve the discrepancy.

Table A-6: Measurements, tests, and observations

**PM Tasks**

ASTRO® 25 7x	Operational Check (where applicable) Reference existing site PM documents for exact measurements
<b>CO-LOCATED/REMOTE SITE</b> Repeater(s), Control Station(s)           Site Controllers           Router/Switches All  Equipment	
	TX Frequency in Hz
	TX Power Output of Station (Forward/Reflected)
	TX Power Output out of Combiner (Forward/Reflected)
	TX Low Speed Deviation
	TX Test Pattern Deviation
	TX BER
	RX Tower/Rack Mounted Amplifier
	RX RF Level at 5% BER at Receiver and Through Multi-Coupler
	Receiver Desense/ Degradation due to Site Noise and TX Desense
	Wireline Audio Input & Output Levels
	Check Lights/Fan Operation
	Check/Align Frequency Standard
	Roll to Redundant Controller (pre-approved by customer)
	Test Site Trunking/Failsoft Modes (pre-approved by customer)
	Multiple Control Channel Switching (pre-approved by customer)
Check Lights/Fan Operation	
Check Diagnostics/Alarms	
Power Supply Voltages	
<b>MASTER/PRIME SITE (RF Equipment)</b> Master/Prime Site Controllers   Router/Switches  Comparators	
	Check Lights/Fan Operation
	Roll to Redundant Controller (pre-approved by customer)
	Check Lights/Fan Operation
Check network connection	

<b>MASTER/PRIME SITE (Servers)</b>	Master Site Servers health (diagnostics/alarms)
	Complete backup of databases
	Roll to Redundant Zone Controller (pre-approved by customer)
<b>GPS</b>	Roll to Redundant Receive Reference Module (pre-approved by customer)
	Frequency Standards (check 1 PPS, 5 MPPS,
	Check Power Supply Voltages
Preventive Maintenance	
RF Site	
Visual Inspection (Cabling, Equipment, Fans, Indicators)- Inspect stations/components for normal operation	x
Clean fans and equipment - Use antistatic vacuum to clean cooling pathways	x
Site frequency standard check- Check lights and indicators for A/B receivers if used.	x
Regulatory Compliance (License, ERP, Frequency, Deviation) - Check station for regulatory compliance. Update station logs	x
Effective Receiver Sensitivity (ERS) - Check effective receiver sensitivity and operation for each channel.	x
Line level validation (analog only) - Check inbound and outbound audio levels	x
Voice Call Check - Voice test each channel radio to radio and radio to console. If site uses Dynamic Dual Mode (DDM), then test both TDMA and FDMA operation.”	x
Site control channel redundancy (Trunking) - Roll control channel, test, and roll back.	x
Full repeater optimization (tune repeater to manufacturer) - Optimize stations as per standards	x

Dispatch Site	
Visual Inspection (Cabling, Equipment, Fans, Indicators) Inspect and report discrepancies with pictures	X
Voice Call Check - Voice test each channel console to radio and radio to console. Voice test all dispatch	X
Check and Clean CPU, Displays, Fans, and Keyboards. Dust and vacuum workstation hardware & cabling	X
IP Network Settings - Verify IP address & settings against as built documents and report discrepancies	X
Test Motorola supplied Peripherals - Foot Switches, Headsets, Headset Jacks, Mics, and Speakers. Inspect and report discrepancies with pictures	X
Defragment Hard Drive, reboot CPU. Use standard Microsoft utilities & reboot CPU. Report any errors.	X
Perform Hard Drive back up.	X
Master Site	
Visual Inspection (Cabling, Equipment, Fans, Indicators) - Verify Red LED's and/or other alarm	X
Server diagnostics - Perform recommended diagnostics based on server type.	X
Network Management Operational check - Review UEM events and transport medium types (microwave/leased Telco, etc.)	X
Verify Motorola and 3rd party Security Patches. Monthly/Quarterly dependant on 3rd party vendor. May be covered through a SOC/NOC/NMO service contract.	X
Roll to Redundant switches (pre-approved by customer) Test redundancy in CWR devices.	X
Roll to Redundant Zone Controller (pre-approved by customer) Test ZC1 to ZC2, back to ZC1	X



Complete backup of databases; SZ database (BAR), Centracom CDM database (legacy), etc.	x
Batteries (non-UPS)	
Visual Inspection (condition of cells/cabling) - Verify no corrosion, physical connections, dirt/dust etc.	x
UPS	
Visual inspection (condition, cabling)' Verify corrosion, physical connections, dirt/dust. Perform any integrated self-test available from the user control panel.	x
Facilities	
Visual Inspection - Confirm location coordinates and document any physical structure changes from previous as build documentation. Take digital pictures of site, date and archive.	x
Visual Security Verification (fences, site locks, access), Confirm and document security or access features (basic integrity and any changes).	x
Pest Control. Document and report any signs of pest intrusion.	x
Backhaul (Microwave, T1/E1, DSL, etc.)	
Visual Inspection (transmit/receive equipment, cabling). Ground level inspection only. Take Digital pictures of inspection and highlight problems or defects.	x
Check Receive Signal Levels. Check and compare to as built levels. Report any out of tolerance readings.	x
Tx Power output and Rx Sensitivity checks. Check and document. Perform alignment if required and report any adjustments made.	x

Tower	
Tower visual inspection (verify registration posted). Ground level inspection only. Check tower lighting controller. Check that antennas are plumb.	x
Grounding/Earthing	
Visual Inspection. Visually inspect and confirm tower, building, and equipment grounding and document any changes from as built.	x
HVAC	
Visual and operational inspection. Visually inspect and confirm HVAC operation and controls are operational. Measure equipment area temperature. Document any problems with pictures.	x

### Limitations and Exclusions

Unless specifically called out in Table A-6, the following activities are outside the scope of the Preventive Maintenance service:

- Emergency on-site visits required to resolve technical issues.
- Third party support for equipment not sold by Motorola Solutions as part of the original system.
- System installations, upgrades, and expansions.
- Customer training.
- Hardware repair and/or exchange.
- Network security services.
- Network transport.
- Information Assurance.

Motorola Solutions services not included in this statement of work:

- Any maintenance 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.



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

- Notify and schedule any possible system degradation needed to perform this service.
- Advise customer of any issue that requires immediate attention.
- Maintain communication with the customer as needed until completion ("resolution" implies a problem is being fixed) of the Preventive Maintenance.
- Determine, in its sole discretion, when a case requires more than the Preventive Maintenance services described in this SOW and notify City of an alternative course of action.
- Provide City with a report documenting system performance against expected parameters along with recommended actions.
- Provide trained and qualified personnel with proper security clearance required to complete Preventive Maintenance service.

### **The City has the following responsibilities:**

- Provide preferred schedule for Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Maintain periodic backup of databases, software applications, and firmware.
- Establish and maintain a suitable environment (heat, light, and power) for the equipment location and provide Motorola Solutions full, free, and safe access to the equipment so that Motorola Solutions may provide services. All sites shall be accessible by standard service vehicles.
  - Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
  - Provide site escorts in a timely manner if required.
  - Provide Motorola Solutions with requirements necessary for access to secure facilities.

## **A.2 NETWORK SECURITY**

### **A.2.1 Security Update Service - Anti Virus Updates**

To verify compatibility with City's ASTRO system, Motorola Solutions' Security Update Service (SUS) provides pre-tested 3rd party software (SW) security updates.

#### **Description of Security Upgrade Services**

Motorola Solutions will maintain a dedicated vetting lab for each supported ASTRO release for the purpose of pre-testing security updates. In some cases, when appropriate, Motorola Solutions will make the updates available to outside vendors, allow them to test, and then incorporate those results into the program. Depending on the specific ASTRO release and City options, these may include updates to antivirus definitions, Windows Workstation and Server operating system patches, Solaris and Red Hat Linux (RHEL) operating system patches, VMware ESXi Hypervisor patches, Oracle database patches, PostgreSQL patches, and patches for other 3rd party Windows applications such as Adobe Acrobat and Flash.

Motorola Solutions has no control over the schedule of releases. The schedule for the releases of updates is determined by the Original Equipment Manufacturers (OEMs), without consultation with Motorola Solutions. Antivirus definitions are released every week. Microsoft patches are released on a monthly basis. Motorola Solutions obtains and tests these updates as they are released. Other products have different schedules or are released "as-required." Motorola Solutions will obtain and test these updates on a quarterly basis.

Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to the City. If there are any recommend configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. Motorola Solutions will also provide labels on the extranet site that can be printed and applied to DVD's. When used with Security Monitoring Service, updates are automatically pushed to the ASTRO system and installed.

## **Scope**

Security Update Service supports the currently shipping Motorola Solutions ASTRO System Release (SR) and strives to support five releases prior.

SUS will be made available for all Astro fixed network equipment provided with the delivered system.

Systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration and Testing (SIT) are specifically excluded from this Service unless otherwise agreed in writing by Motorola Solutions. Service does not include pre-tested intrusion detection system (IDS) updates for IDS solutions. Certain consoles, MOTOBRIDGE, MARVLIS, Symbol Equipment, AirDefense Equipment, AVL, and Radio Site Security products are also excluded. Motorola Solutions will determine, in its sole discretion, the third party software that is supported as a part of this offering. Should Motorola Solutions be aware of any non-standard configurations used in the system, Motorola Solutions shall inform the City immediately. All systems, hardware, software and configurations installed by Motorola Solutions shall be treated as "standard configurations".

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

- Obtain relevant third party SW security updates as made available from the OEM's. This includes antivirus definition updates, operating systems patches, hypervisor patches, database patches, and selected other third party patches that Motorola Solutions deployed in ASTRO system releases covered by this SUS. Motorola Solutions does not control when these updates are released, but current release schedules are listed for reference:
  - McAfee Antivirus definitions- Weekly.
  - Microsoft PC and Server OS patches – Monthly.
- Solaris, RHEL OS, VMware hypervisor patches - Quarterly
- Each assessment will consist of no less than 36 hours of examination time to evaluate the impact each update has on the system.
- Testing of updates to verify whether they degrade or compromise system functionality on a dedicated ASTRO test system with standard supported configurations.
- Address any issues identified during testing to support functionality by working with selected commercial supplier and/or Motorola product development engineering team. If a solution for the identified issues cannot be found, the patch will not be posted on Motorola's site.
- Pre-test STIG recommended remediation when applicable.
- Release all tested updates to Motorola's secure extranet site.
- Include documentation for installation, recommended configuration changes, and identified issues and remediation for each update release.
- Include printable labels for City to download the updates to CD's.
- Notify City of update releases by email.
- A supported SUS ASTRO release matrix will be kept on the extranet site for reference.



### **The City has the following responsibilities:**

- Provide Motorola Solutions with pre-defined information prior to contract start date necessary to complete a Customer Support Plan (CSP).
- Submit changes in any information supplied in the Customer Support Plan (CSP) to the Customer Support Manager (CSM).
- Provide means for accessing pre-tested files (Access to the extranet website).
- Deploy pre-tested files to the customer system as instructed in the "Read Me" text provided.
- Implement recommended remediation(s) on City's system, as determined necessary by City.
- Upgrade system to a supported system release as necessary to continue service.
- Adhere closely to the System Support Center (SSC) troubleshooting guidelines provided upon system acquisition. A failure to follow SSC guidelines may cause the City and Motorola Solutions unnecessary or overly burdensome remediation efforts. In such case, Motorola Solutions reserves the right to charge an additional service fee for the remediation effort.
- Comply with the terms of the applicable license agreement between the City and the non-Motorola Solutions software copyright owner.

## **A.2.2 Security Monitoring Service**

Motorola Solutions' Security Monitoring Services includes anti-malware monitoring and authentication log monitoring.

Motorola Solutions' ASTRO Security Monitoring is a complete solution that provides peace of mind and reduces the risk that the City's network availability will be impacted by a security threat. The solution includes 24x7x365 monitoring of the radio network security elements by experienced, specialized security technologists with years of experience working with ASTRO mission-critical networks. For highly complex or unusual security events, our technologists have direct and immediate access to Motorola Solutions engineers for rapid resolution.

Description of Security Monitoring Services:

- Anti-malware Monitoring.
  - ASTRO comes installed with Anti-malware SW. Security Monitoring will ensure that malware definition updates, as provided by the Anti-malware OEM, are installed and running. The anti-malware SW is monitored for activity such as deletion, quarantine, and alerting of suspicious SW.
- Authentication Monitoring.
  - Windows and RSA logins are monitored for repeated failures and locked accounts.
- Firewall Monitoring - The ASTRO system potentially has several firewall options. Without regard to the option selected, Motorola will provision and deploy the firewalls with the ASTRO system. Motorola will monitor each one that has the firewall monitoring option.

### **Scope**

The Motorola Solutions Secure Operations Center (SOC) consists of highly trained and experienced security professionals. When an event is detected, Motorola Solutions will notify the City and the technologists will run remote diagnostics and, in coordination with the City, initiate an appropriate response. This response could include, but is not limited to, continuing to monitor the event for further development, attempting to remotely restore the system, or opening of a case for dispatch of a servicer. Motorola Solutions disclaims any warranty and does not guarantee that customer's system will be error-free or immune to security breaches as a result of these services.

### Motorola Solutions Responsibilities:

- Provide, maintain, and replace when necessary, HW and SW required to monitor ASTRO security elements. HW may include a firewall, router, or physical server. SW may include virtual servers either on the ASTRO core or a separate physical server, related OS, SIEM collectors, and SW that allows distribution of updates and remote diagnostics.
- Verify connectivity and monitoring is active prior to system acceptance or start date.
- Coordinate with City to maintain Motorola Solutions service authentication credentials.
- Maintain properly trained and accredited technicians. Monitor the City's system 24/7/365 for malicious or unusual activity.
- Contact City's representative when an event is detected
- Reports are posted to the SSC quality webpage and provide City Access.

### The City has the following responsibilities:

- Security Monitoring requires a connection from the City's ASTRO system to Motorola's SOC in Schaumburg. Motorola Solutions offers either a T1 option or a Virtual Private Network (VPN) option through a customer supplied internet connection.
- Allow Motorola Solutions continuous remote access to monitor the ASTRO system. This includes keeping the connection plugged-in, providing passwords, and working with Motorola Solutions to understand and maintain proper administration privileges.
- Provide continuous utility service to any Motorola Solutions equipment installed or utilized at the customer's premises to support delivery of this service.
- Provide City contact information necessary to complete the Customer Support Plan. Notify your CSM within two weeks of any contact changes.
- As necessary, upgrade the ASTRO system to supported releases.
- Allow Motorola Solutions dispatched-servicers physical access to the equipment when required.
- Comply with the terms of the applicable license agreements between customer and the non-Motorola Solutions software copyright owners.
- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola to provide the services described in this SOW.

ASTRO Firewalls are shown below in Table A-7.

**Table A-7: ASTRO Firewalls within the City and County of San Francisco P25 system:**

CNI	Customer Network Interface. This firewall separates the ASTRO Radio Network from the customer's IT network (often referred to as the CEN or Customer Enterprise network). There are single and redundant (high-availability) options for the CNI, the redundant option meaning there are two firewalls. Both firewalls must be monitored in the redundant case.
ZCP	Zone Core Protection. This ASTRO option places firewalls at the master site where the RF and console sites connect. This protects the core from attack from a compromised site and propagation of the attack to the other sites.
ISSI	Inter RF Subsystem Interface. ISSI allows connectivity to a separate system. The intent of this option is to connect to another P25 compliant system as well as non-P25 systems through additional interfaces such as WAVE. A firewall is necessary to protect the RNI from this connection.



## A.3 SYSTEM UPGRADE AGREEMENT

### A.3.1 Infrastructure Lifecycle Plan - Software, Firmware, and Hardware Upgrade Support

MotorolaSolutions is committed to supporting the ASTRO 25 platform for an extended period of time. Support coverage for the platform is aligned with the typical system lifespan customers' experience which can span across multiple decades. To sustain the platform lifespan, Motorola Solutions makes on-going investments to regularly refresh the underlying components to address normal technology obsolescence and apply security safeguards. A primary goal of technology refresh is to maximize backwards compatibility thereby mitigating the need to replace the entire platform.

Motorola Solutions will work closely with the City to ensure that solutions offered meet stated requirements and regulations. The product development process for the ASTRO 25 platform is designed to coordinate with standards bodies, regulatory agencies, customer needs and technology advancements. As a result the ASTRO 25 platform is designed with Project 25 standards to ensure fully interoperable digital communications.

Motorola Solutions will work with its technology partners to incorporate new product versions into the ASTRO 25 platform through a system certification process, thus ensuring compatibility of new third-party products. As products are discontinued due to technology obsolescence, Motorola Solutions incorporates replacement versions thereby avoiding the need to replace the entire platform. The certification process also enables Motorola Solutions to continue support for discontinued third-party products, in some cases several years beyond the last general availability date from the OEM. Motorola Solutions shall not rely on support of discontinued third party products to Maintain system operation in any case where a suitable current production product is available.

To address system software upgrades and technology refresh, Motorola Solutions provides periodic software updates that are aligned with OEM update schedules and planned Motorola Solutions system enhancement timelines. Additionally, Motorola integrates hardware updates that are aligned with OEM cancellations and technology advancements. All system updates are pre-tested and certified in a systems integration test lab to ensure the transition between releases can be executed with the least amount of interruption to the system operation. All anticipated system operation interruptions shall be disclosed to the City and agreed upon prior to commencing any hardware or software upgrade process.

Motorola Solutions' lifecycle plan is called System Upgrade Assurance (SUA). Motorola Solutions is providing software upgrades and hardware upgrades if required to the P25 network up to one time every two years through the SUA program. The systems that are included in this SUA II program are:

- CERS & PERS P25 Network.
  - Master Site.
  - Simulcast Subsystem.
  - San Bruno Jail ASR Subsystem.
  - All Dispatch Subsystems including NICE logging recorder.
  - All software applications (Genesis, Wave, InforEAM).
  - G-series and VPM spare components purchased as part of the 800MHz Radio Replacement Project.
- High Performance Data System (EWDN), including existing G-series spare components purchased from Motorola Solutions.

- 700 MHz Interoperable System, including existing G-series spare components purchased from Motorola Solutions.
- San Francisco Airport System, including:
  - Simulcast Subsystem.
  - Dispatch Subsystem including logging recorder.
  - G-series and VPM spare components purchased from Motorola Solutions.
- DPT Console System, including existing VPM spare components purchased from Motorola Solutions.
- SF State Console System, including existing VPM spare components purchased from Motorola Solutions.
- UCSF Console System, including existing VPM spare components purchased from Motorola Solutions.

### A.3.1.1 Description of SUA Service and Obligations

As system releases become available, Motorola Solutions agrees to provide the City 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 Solutions will provide applicable patches and service pack updates when and if available. Currently, Motorola Solutions' service includes third party SW such as Microsoft Windows and Server OS, Red Hat Linux, Sun Solaris and any Motorola Solutions software service packs that may be available. Motorola Solutions 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.

The City will have, at its option, the choice of upgrading in either Year one or Year two of the coverage period.

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 Solutions' option, system releases may also include significant new feature enhancements that Motorola Solutions may offer for purchase. Any feature enhancement or new feature release, whether minor or significant, which is provided as a standard (non-cost option) or has already been purchased by the City in a previous release for the then current system shall be provided to the City at no additional cost. If a future release of the console software includes a native feature that is currently being provided by Motorola Solutions provided third-party software, it will be included in the SUA program.

The System Release upgrades will not break existing APIs (Provisioning Manager API, CADI, MCC7500 SDK, UNS API for GPS/AVL) functionality, or will not lose functionality. There can be no added costs from Motorola Solutions for new features for the various APIs.

ASTRO 25 SUA II entitles the City to past software versions for the purpose of downgrading product software to a compatible release version.

System release software and hardware shall be pre-tested and certified in Motorola Solutions' Systems Integration Test lab.

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, simulcast/GPS timing equipment, routers, LAN switches, servers, dispatch consoles, radio 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.



Unless listed as specifically exempted, the ASTRO 25 SUAII shall cover all software driven infrastructure equipment provided or upgraded under the associated purchase agreement.

Product programming software such as Radio Service Software ("RSS"), Configuration Service Software ("CSS"), Customer Programming Software ("CPS"), and Radio Manager 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 with the exception of any feature enhancement or new feature which is provided as a standard (non-cost option) for the then current product shall be provided to the City at no additional cost. In addition, specific features requested by the City as part of the original request, and not available at the time of implementation shall be provided at not additional cost, should they become available. Additionally, subscriber software installation and reprogramming are excluded from the ASTRO 25 SUA II coverage.

Motorola Solutions will provide certified hardware version updates and/or replacements necessary to upgrade the system with an equivalent level of functionality one time in a two-year period. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Hardware will be upgraded and/or replaced if it is obsolete and out of OEM vendor manufacturer support. 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. The City retains the right to request such hardware replacement if required to enable a then current "Standard" (no-cost option) feature, and/or a feature originally requested, should it become available, at no additional cost.

The following hardware components, originally provided by Motorola Solutions, are eligible for full product replacement when necessary per the system release upgrade:

- Servers.
- PC Workstations.
- Routers.
- LAN Switches.
- Firewalls.
- Gateways and Interfaces.

The following hardware components, originally provided by Motorola Solutions, 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:

- GTR 8000 Base Stations.
- GCP 8000 Site Controllers.
- GCM 8000 Comparators.
- MCC 7500 Console Operator Positions.

A full product replacement shall be made available at no additional cost should a board-level replacement fail to bring the system up to stable operation without reliance on any obsolete components or equipment.

Any FRU/spare part requiring software not field loadable, shall be upgraded to the latest version in concert with systems upgrades at no additional cost. Any FRU/spare part which becomes obsolete due to a system or sub-system upgrade conducted under this agreement shall be replaced at no additional cost.

The ASTRO 25 SUA II does not cover all products. Refer to Exclusions and Limitations below.

Motorola Solutions will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality one time in a two-year period. Any implementation services that are not required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, and/or new features or functionality that are implemented concurrent with the system upgrade are not included, except for new features and/or functionality as called out in the above sections.

As system releases become available, Motorola Solutions will provide one time in a two-year period the following system design and technical resources necessary to complete system release upgrades:

- Review infrastructure system audit data as needed.
- Identify additional system equipment needed to implement a system release, if applicable.
- Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- Advise Customer of probable impact to system users during the actual field upgrade implementation, and assist in scheduling likely impact for City defined service windows.
- Program management support required to perform the system upgrade.
- Field installation labor required to perform the system upgrade, including off-hour time as required to fit City defined service windows.
- Upgrade operations engineering labor required to perform the system upgrade, including off-hour time as required to fit City defined service windows.

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

The ASTRO 25 SUA II applies only to system release upgrades within the equivalent platform, or within eighteen years of the original contact date should the equivalent platform be obsolete and/or replaced prior to such date

Motorola Solutions will issue Software Maintenance Agreement ("SMA") bulletins on an annual basis and post them in soft copy on a designated extranet site for City access. Standard and optional features for a given ASTRO 25 system release are listed in the SMA bulletin.

### A.3.1.2 Upgrade Elements and Corresponding Party Responsibilities

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

#### **Motorola Solutions Responsibilities**

- Obtain and review infrastructure system audit data as needed.
- Identify additional system equipment needed to implement a system release, if applicable.
- Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
- Provide the City with the estimated sales tax amounts for new hardware and software.
- Advise City of probable impact to system users during the actual field upgrade implementation.
- Inform City of high speed internet connection requirements.
- Assign program management support required to perform the system upgrade.



- Assign field installation labor required to perform the system upgrade.
- Assign upgrade operations engineering labor required to perform the system upgrade.
- 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 twelve 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 Solutions will provide this training only once per system upgrade.

### **City Responsibilities**

- Contact Motorola Solutions to schedule and engage the appropriate Motorola Solutions resources for a system release upgrade.
- Provide high-speed internet connectivity at the zone core site(s) for use by Motorola Solutions to perform remote upgrades and diagnostics. Specifications for the high-speed connection are provided in Exhibit A high-speed internet connectivity must be provided at least twelve weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, City may be billed additional costs to execute the system release upgrade.
- Assist in site walks of the system during the system audit when necessary.
- Provide a list of any FRUs and/or spare hardware to be included in the system release upgrade when applicable.
- Purchase any additional software and hardware necessary to implement optional system release features or system expansions. This only applies to optional system release features or system expansions requested by the City beyond those included above (Then current standard features, and originally requested features which have become available).
- Provide or purchase labor to implement optional system release features or system expansions. This only applies to optional system release features or system expansions requested by the City beyond those included above (Then current standard features, and originally requested features which have become available).
- Participate in release impact training at least twelve 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.

### **Motorola Solutions Responsibilities**

- Perform appropriate system backups.
- Work with the City to validate that all system maintenance is current.
- Work with the City to validate that all available patches and antivirus updates have been updated on the customer's system.
- Obtain City approval for any scheduled system degradation or downtime.
- Prepare documentation for the City's Change Control Procedures to include: Summary of Change, Components to be Changed, Impact of Change, Pre-requisites for Change, Schedule/Duration, Timeframe, Installation Plan, Test Plan & Backout Procedures.

### **City responsibilities**

- Validate system maintenance is current.
- Validate that all available patches and antivirus updates to their system have been completed.
- Follow City's Change Control Procedures
- Approve any scheduled system degradation or downtime, and notify end users of probable impact.

### **System Upgrade**

#### **Motorola Solutions responsibilities**

- Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.
- Execute the Test Plan to ensure proper system operation.

#### **City responsibilities**

- Cooperate with Motorola Solutions and perform all acts that are reasonable or necessary to enable Motorola Solutions to provide software upgrade services.
- Participate in the Test Plan and provide final approval for proper system operation.

### **Upgrade Completion**

#### **Motorola Solutions responsibilities**

- Ensure Test Plan is successful.
- Update all System Manual Documentation.
- Validate all system upgrade deliverables are complete as contractually required.
- Document and fix all punch list items related to System Upgrade.
- Deliver post upgrade implementation training to the City.
- Obtain upgrade completion sign off from the City.

#### **City Responsibilities**

- Cooperate with Motorola Solutions in efforts to complete any post upgrade punch list items as needed.
- Cooperate with Motorola Solutions 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.
- Provide Motorola Solutions with upgrade completion sign off.

### **A.3.1.3 Exclusions and Limitations**

The parties agree that Systems that have non-standard configurations that have not been certified by Motorola Solutions Systems Integration Testing are specifically excluded from the ASTRO 25 SUA II unless otherwise agreed in writing by Motorola Solutions and included in this SOW. Motorola Solutions shall identify any such non-standard configuration, at the earliest point they are aware of such. Any such non-standard configuration implemented by Motorola Solutions as part of maintenance, service or upgrade shall not be deemed as cause for exclusion.



The parties acknowledge and agree that the ASTRO 25 SUA II does not cover the following products:

- Custom SW, CAD, Records Management Software.
- Data Radio Devices.
- Mobile computing devices such as Laptops .
- Non-Motorola two-way radio subscriber or base station products.
- Mach Fire Station Alerting, Genesis and Infor Products are addressed through a separate maintenance and upgrade program for the City of San Francisco.
- The Nokia MPLS and microwave solution is addressed through a separate maintenance and upgrade program for the City of San Francisco.
- RF Distribution Systems, BDA Subsystems, and DC Power System are addressed through a separate maintenance and upgrade program for the City of San Francisco.

Motorola Solutions must specifically identify and list any products, equipment, or subsystems delivered as part of the procurement associated with this SUA which fall under this or any exclusion.

ASTRO 25 SUA II does not cover any hardware or software supplied to the City 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 Solutions 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 Solutions.

#### A.3.1.4 Special Provisions

At this time, no Special Product Features are provided in the current System. But, the City 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. Motorola Solutions will identify any Special Product Features incorporated into a system release and whether additional engineering effort is required. If additional engineering is required Motorola Solutions will issue a change order for the change in scope and associated increase in the price for the ASTRO 25 SUA II. Any additional engineering required to maintain or support any Special Product Feature incorporated into the originally delivered system shall be included at no additional cost, whether that feature is disclosed as a Special Product Feature on purchase or becomes labeled as such at a later date.

City 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.



### A.3.1.5 System Upgrade Agreement Training

**IMPACT Training:** During the System Upgrade Agreement term, Motorola Solutions will provide IMPACT training for how to use the new system capabilities, as well as how to adapt to potential changes in existing capabilities. Occurring three-six months prior to the system upgrade, this onsite training lasts an average of one day and educates all system managers on the features of the current system release, while highlighting operational deltas.

**IMPLEMENTATION Training:** The IMPLEMENTATION training course is the best way to understand the system functionality after the upgrade has been completed. Once installed, an experienced instructor addresses Operations, Maintenance, Applications and Provisioning aspects of the ASTRO 25 system. Lasting an average of three days and for all system managers, this course helps ensure that the City is familiar with the new aspects of the system and that managers understand how to maximize their utilization.

## A.3.2 Additional Maintenance and Upgrades

Motorola Solutions is proposing additional and third party equipment maintenance plan as part of the overall system maintenance solution proposed to San Francisco for the P25 network. The following subsystems will be maintained as part of the maintenance agreement.

- Microwave & MPLS Network.
- Antenna Systems.
- DC Power Systems.
- In-Building Coverage Systems.
- WAVE Broadband Push To Talk System.
- Genesis Suite.
- NICE Logging Recorder.
- Infor Asset Management.
- MACH Fire Station Alerting System.

### **Maintenance Plan**

The maintenance plan and the corrective actions for each system described above are described below.

### A.3.2.1 Microwave System Refresh

See Attachment A of the System Maintenance Agreement

### A.3.2.2 CERS Antenna Maintenance and Refresh

Utilizing recommended test equipment Motorola Solutions will perform preventative maintenance check on each of the CERS antenna systems at the P25 RF sites and conventional sites up to one time every two years for the life of this contract, beginning one year after System Acceptance. This program includes the nine simulcast RF sites, one ASR site (San Bruno Jail), and eleven conventional antenna systems installed as part of the new 800MHz Radio Replacement Project. This program excludes existing antenna systems and other subsystems.



The City will provide site access for the technician. This program covers travel, expenses, and the equipment used by the technician. Motorola Solutions anticipates working at two sites per day. Motorola Solutions will issue a report that includes the following data: physical condition of the antenna system based on visual inspection, results of the antenna system line sweeps, receive sensitivity through the multicoupler, combiner loss of each channel.

If the results of the annual antenna system preventative maintenance identify a problem with the conventional antenna systems, Motorola Solutions will inform the City through the report. If the results of the preventative maintenance identify a problem with any of the ten trunked antenna systems, the P25 antenna systems or portions of the antenna systems will be repaired or replaced. Motorola Solutions will provide up to ten trunked antenna system replacements using 'like for like' equipment (in the event the original equipment has been replaced by newer models) for the life of this contract, and will make replacements based on the following conditions:

- **Out of specification** - The piece of equipment that is causing the antenna system to be out of specification will be repaired or replaced. This could include the antenna, connectors, transmission line, grounding kits, or lightning arrestors.
- **Visible physical damage** - If a piece of the antenna system shows physical damage that could impact the performance of the system, that piece of the antenna system will be replaced - for example a cracked or frayed fiberglass antenna.
- **Time** - Motorola Solutions will replace up to ten entire trunked antenna systems up to and including the lightning arrestor beginning one year after System Acceptance of the 800MHz Radio Replacement Project and during this agreement.

### A.3.2.3 DC Power System Refresh

The DC Power System Refresh program includes a customized preventative maintenance and one-time replacement program for new DC systems provided by Motorola Solutions as part of the 800MHz Radio Replacement Project. The Preventative Maintenance program begins one year after System Acceptance of the 800MHz Radio Replacement Project. The DC replacement is anticipated to occur in the ninth year following System Acceptance of the radio system.

The preventative maintenance procedures for the P25 radio system power systems are:

- Clean ventilation openings.
- Replace the fan filters.
- Evaluate the operation of the fans and if necessary replace the fan(s).
- Inspect all system connections and re-torque as necessary.
- Verify alarm/control settings.
- Verify alarm relay operation.
- Replace the Metal Oxide Varistor (MOV).

The preventative maintenance procedures for the VRLA battery subsystems to the power systems listed above consist of:

- Total System Voltage @ Terminals.
- Measure Voltage/Load @ Power Board Meter.
- Measure Continuity of Trays/Racks to Ground.
- Measure Voltage to Ground.
- Measure 100% Individual Cell Voltages.
- Measure Ambient Temperature.
- 100% Visual Inspection of Cells.
- Measure Float Current.



- 100% Inter-cell Torque Checks.
- Clean Battery as needed.
- Establish Baseline Data/Maintain Data.
- Check Ventilation for Proper Operation.
- Measure 100% Micro OHM Readings.
- Prepare maintenance reports for customer.

The power system components will be repaired or replaced in the following conditions:

- **Out of specification** - The piece of equipment that is causing the power system to be out of specification will be repaired or replaced.
- **Time** – Motorola Solutions will replace the DC rectifiers, inverters, and batteries for the nine simulcast and one ASR site (San Bruno Jail) up to one time during the life of this contract, beginning one year after System Acceptance of the 800MHz Radio Replacement Project. It is anticipated this replacement will occur in Year 9 following acceptance of the radio system implementation (Year One = Warranty Year). Due to the variability of the lead market, the pricing for the battery systems will be subject to review 90 days before purchase to adjust for any significant changes in the lead market as reported by the LME (London Metals Exchange) lead index.

#### A.3.2.4 In Building Coverage Systems Maintenance Service

Installed as part of the 800MHz Radio Replacement Project, there are seven buildings that use Bi-Directional Amplifiers (BDA) and Distributed Antenna Systems (DAS) to provide coverage inside these buildings as shown in Table A-8.

**Table A-8: Building Coverage Systems**

#	Location
1	San Francisco County Jail - 1 & 2
2	San Francisco County Jail - San Bruno (fed from ASR site)
3	Moscone Center
4	San Francisco Main Library
5	Museum - De Young Museum
6	San Francisco General Hospital - Building 5
7	San Francisco Superior Court

The in building coverage components will be repaired or replaced in the following conditions:

- **Out of specification** - The piece of equipment that is causing the in building coverage system to be out of specification will be repaired or replaced.
- **Time** - Beginning one year after System Acceptance of the 800MHz Radio Replacement Project, Motorola Solutions will provide maintenance repairs and parts replacements for the BDA systems beginning one year after System Acceptance of the 800MHz Radio Replacement Project.



### A.3.2.5 WAVE Broadband Push to Talk

The WAVE Broadband Push to Talk solution includes an annual maintenance program called the Annual Release and Update Service (ARUS). The maintenance of the server hardware is covered under the Infrastructure Repair program. Maintenance of the server and client software is covered under the annual fee subscription for ARUS and allow the field devices to download upgrades to the client application.

Hardware and software upgrades to WAVE server or gateway equipment shall meet the terms of the System SUA where applicable. Coverage shall begin one year after System Acceptance of the 800MHz Radio Replacement Project.

### A.3.2.6 Genesis - GenWatch and Personal Utility Controller (GADI)

Motorola Solutions will provide maintenance and system upgrade services for the Genesis suite of products. The system upgrade services include software upgrades over the term of the agreement, beginning one year after System Acceptance of the 800MHz Radio Replacement Project. The software products covered are GenWatch and the Genesis Aided Dispatch Interface (GADI), also called the Personal Utility Controller (PUC) shown in Table A-9.

**Table A-9: GenWatch and GADI Software**

GenWatch Software	GADI Software
GW3-ATIA	GADI Server Software
HPD IV&D	Input Device License
HPD Enhanced Data	GADI Server License (Hot Standby)
UEM Data Archiving	GADI - Emergency Display - Feature License
	GADI - Emergency Display - Client License
	GADI - Unattended Emergency - Feature License
	GADI - Unattended Emergency - Client License
	GADI- Multiselect -Feature License
	GADI- Multiselect -Client License
	GADI - Filtered Activity List - Feature License
	GADI - Filtered Activity List - Client License
	GADI - Active Patch-Feature License
	GADI - Active Patch - Client License
	GADI - Patch -Feature License
	GADI - Patch - Client License

There is no Genesis hardware coverage with the upgrade program.

This contract includes the support and maintenance agreement covering Genesis software products listed above. Price includes complete telephone and remote support or system analysis 8:00 am-5:00 pm Central Time, software updates & upgrades as well as after-hour emergency support for the specified term above. Software patches will be provided as available for the City to download and install. Software updates will be installed by Motorola Solutions up to one time in a two year period. Motorola Solutions will install the software upgrades during the System Upgrade Agreement II radio system upgrade. The City is responsible for upgrading hardware, as necessary, for implementation of software upgrades.

#### A.3.2.7 NICE Logging Recorder System

Hardware and Software upgrades to the City of San Francisco NICE logging recorder are covered under the System Upgrade Agreement section of this document.

Maintenance of the City's logging recorder is the NICE Gold maintenance package, 24X7 Phone Support with NICE call back response time of one hour. Four hour On-Site response for a Priority one issues.

Maintenance of the SFIA NICE logging recorder is an extension of the pre-existing NICE Silver maintenance package.

Upgrades to the SFIA NICE logging recorder have been priced separately for SFIA in the System Refresh section of the pricing workbook for this contract.

#### A.3.2.8 Asset Management

The Asset Management solution proposed for the City and County of San Francisco is a hosted solution. The maintenance of the server hardware and software are covered under the annual fee subscription for Asset Management

#### A.3.2.9 Mach Fire Station Alerting

Motorola Solutions will maintain the Mach Fire Station Alerting system, including DCR Fire Station Alerting Software and licensing at current level of services.

### A.4 SUBSCRIBER RADIO SERVICES REPAIR BANK

This contract includes a non-expiring Subscriber Radio Services Repair Bank. This repair bank is a pre-funded and discounted service which can be used for the repair of subscriber radios by CCSF. For example, for every \$4,500 put into the Subscriber Radio Services Repair Bank, Motorola Solutions will provide \$5,000 in repair services.

The Repair Bank will be funded and available for use the first year (warranty year) following System Acceptance of the 800MHz Radio Replacement Project and each year thereafter for the life of this agreement.



This subsection describes how the Subscriber Radio Services Repair Bank service agreement functions for services available on Radio Equipment currently supported by the Radio Support Center (RSC). The Services Repair Bank service agreement provides the Customer with a pre-specified dollar amount in the Services Repair Bank of the RSC. The dollars in a Services Repair Bank can be used towards RSC provided services including, but not limited to, flat rate, time and material, programming, and engraving. Terms and Conditions for each service apply.

Payment under the Subscriber Radio Services Repair Bank service agreement must be made prior to any services being performed. Dollars in a Subscriber Radio Services Repair Bank account may be used as needed until the account is depleted. The Customer may add additional funds to the account at any time. If additional funds are added to the account, the Customer will receive a discount based upon the funds being added to the account and not on the balance in the account. Motorola Solutions Subscriber Radio Services Repair Bank service agreement account is non-cancelable and non-refundable. Dollars in a Subscriber Radio Services Repair Bank account cannot be applied towards Depot Direct or any other RSC service agreement billings. The Subscriber Radio Services Repair Bank service agreement is available only in the U.S.

Upon completion of the requested service, the appropriate dollar amount is debited against the balance in the Subscriber Radio Services Repair Bank account. Motorola Solutions will inform the customer via email, if the Subscriber Radio Services Repair Bank is depleted to a balance of \$1000. If repair is requested, and the Subscriber Radio Services Repair Bank contains a zero balance or the account does not have enough funds to cover the repair amount, the City and County will be contacted via email, phone, or fax, to inform you that the account has been exhausted. After 48 hours, if the Subscriber Radio Services Repair Bank funds have not been replenished, the repaired Equipment will be returned, and San Francisco will be invoiced for the repair.

Motorola Solutions and San Francisco responsibilities are dependent on the equipment type (Table A-10.).

**Table A-10: Responsibility Matrix**

<b>Motorola Solutions Responsibilities</b>	
1	Test and restore the Equipment to Motorola factory specifications, including Factory Mutual (FM) and Mine Hazard Safety Association (MHSA).
2	Reprogram Equipment to original operating parameters based on the Customer template, if retrievable, or from a Customer supplied backup diskette. If the Customer template or code plus is not usable, a generic template or code plug utilizing the latest Radio Service Software (RSS) or Customer Programming Software (CPS) version for the equipment will be used. The equipment will require additional programming by the Customer to Restore the original template. All Firmware is upgraded to the latest release for each individual product line.
3	Clean external housing of the equipment. External components of unit will only be replaced when functionality has been diminished. Functionally includes, but is not limited to product specifications including environmental, and operational, control operation, and control label readability.
4	Pay outbound shipping charges. Motorola will pay inbound shipping charges if the Customer used the Motorola designated delivery service.
<b>San Francisco Responsibilities</b>	
1	Ensure that the Subscriber Radio Services Repair Bank contains a minimum balance for repairs.
2	Inform the Radio Support Center (RSC) of Subscriber Radio Services Repair Bank termination.
3	Access the customized Motorola repair request form through Motorola On Line (MOL).
4	Initiate service request via Motorola on Line (MOL) or complete a Motorola repair request form with contract number referenced and submit with each unit of Equipment sent in for service. Mobile control heads or accessory items sent in must reference the serial number of the main unit.
5	Maintain template of Software/applications and Firmware for re-loading of Equipment.
6	Utilize the Motorola designated delivery service program to obtain Motorola payment for inbound shipping.



## A.5 PARTS AVAILABILITY

Motorola Solutions certifies that replacement parts for all Motorola Solutions manufactured delivered equipment will be available for a period of at least seven years for subscriber radio products and ten years for infrastructure equipment after the equipment is no longer in production. Additionally, Motorola Solutions will actively notify the CCSF of any part which will be discontinued within 24 months of cancellation. This will allow the CCSF the opportunity for last-time buys and spares replenishment. Any critical component that becomes Obsolete must be replaced as part of the System Upgrade Agreement. The Motorola Solutions parts cancellation matrix may be accessed through the Motorola Solutions-on-Line portal or through monthly meetings with the City and County and Motorola Solutions Customer Service Manager(s). Placement of a cancellation notice on the Motorola Solutions parts cancellation matrix does not qualify as providing notice.



# ATTACHMENT A: MICROWAVE & MPLS STATEMENT OF WORK

PUBLIC SAFETY RADIO REPLACEMENT PROJECT

SEPTEMBER 1, 2016

## 800 MHZ REPLACEMENT PROJECT



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola"). To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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# ATTACHMENT A: MICROWAVE & MPLS STATEMENT OF WORK

## A.1 INTRODUCTION

This Statement of Work (“SOW”) describes the deliverables, parties’ respective responsibilities and other conditions applicable for the provision of Technical Support Service, Repair and Exchange Service, Field Maintenance and Software Subscription Plan (“Service(s)”) by Alcatel-Lucent USA Inc. (“Alcatel-Lucent”) for Motorola Solutions in support of City & County of San Francisco (“Customer”). Herein, “Customer will refer to Motorola Solutions and/or City & County of San Francisco.

Alcatel-Lucent’s performance of the Services described below is subject to the assumptions, exclusions and other conditions identified in this document.

## A.2 MICROWAVE/ MPLS SYSTEM POST-WARRANTY SUPPORT

### A.2.1 System Post Warranty Support Descriptions

Included in response to City and County of San Francisco requirement 2.14.6 Optional System Post-Warranty support, Alcatel-Lucent provides the following maintenance plan.

MPLS and Microwave Maintenance and Tech Refresh Program which provides:

- Maintenance of the microwave and MPLS systems including Gold Technical Support, Software Subscription Plan, and Advanced Board Exchange
- Product availability for up to twelve years from deployment, effectively committing to maintain the network at current releases of software and hardware, including all services required to upgrade software and refresh hardware over that period. Hardware includes products listed in Appendix A.11 and the related antenna systems.
- Continued product support for years 13-18, including Technical Support and Repair & Exchange Services, and Software upgrades if available.

### A.2.2 MPLS and Microwave Tech Refresh Caveats and Conditions:

- For years 1-12:
  - Alcatel-Lucent shall provide software upgrades and associated software upgrade execution services to maintain the network at current releases.
  - The 15 year maintenance and support commitment is based on support availability for a functionally similar application as furnished by Alcatel-Lucent and does not warrant support for specific products or individual features. The end customer agrees to allow Alcatel-Lucent to upgrade the network to use the latest available software and firmware releases. In the event that any products or constituent parts in the network are discontinued to the extent that current releases cannot be deployed or appropriate support cannot be extended, Motorola Solutions and the end customer agree to make the complete network, or parts thereof,



accessible for software and management system refresh, and acknowledge that such refresh cycles may necessitate the need for mutually agreed and scheduled network downtime.

- For years 13-18:
  - If new Software releases are available for the existing installed base of products (i.e. the installed base of products as of year twelve), Alcatel-Lucent shall provide Software upgrades and associated Software upgrade execution services to maintain the network at a supported release.
  - Alcatel-Lucent shall provide the required installation/commissioning services to ensure the network is maintained at a supported release.
  - Alcatel-Lucent does not commit that any Software will remain available or provided under this or subsequent Agreements after Year twelve.

### **A.2.3 MPLS and Microwave Tech Refresh Program Terms:**

The term of support will begin on the day the purchase order is accepted or such other service start date as may be agreed to in writing by the parties and will continue:

- For recurring services for a period of up to fifteen years without automatic renewal.
- For non-recurring services, until the date the services have been accepted or completed.
- Until the date this SOW is terminated in accordance to the Agreement. Prices are based upon purchase of the service for the entire agreed initial term of fifteen years.
- For years 13-15, if new Software releases are available for the existing installed base of products (i.e. the installed base of products as of year 12, Alcatel-Lucent shall provide Software upgrades and associated Software upgrade execution services to maintain the network at a current release.

### **A.2.4 Alcatel-Lucent Product Support caveats and conditions:**

- The fifteen year maintenance and support contract duration must be established for the entire term, without interruption.
- Mature products classified under extended life cycle support are subject to reduced target SLAs for non-critical issues.
- All equipment covered under this warranty must have been purchased directly from Alcatel-Lucent or its authorized resellers. The introduction of gray market equipment into the network will void the warranty.
- No repairs can be made or attempted by a repair vendor other than Alcatel-Lucent.

## **A.3 TECHNICAL SUPPORT SERVICES**

### **A.3.1 Alcatel-Lucent Responsibilities**

#### **A.3.1.1 Description**

Alcatel-Lucent's Technical Support (TS) Service provides Customer remote access to Alcatel-Lucent engineers in support of product-related questions, troubleshooting assistance, diagnostic procedures, and Patch Releases and Maintenance Releases, as may be made available, to restore service and/or functionality and resolve problems for Maintained Products.



### A.3.1.2 Tasks/Deliverables

Alcatel-Lucent shall:

- Provide Customer access via phone or email to the Alcatel-Lucent Welcome Center or, if available, via web-based Online Customer Support 24 hours a day and 365 days of the year in order to open an Assistance Request (“AR”). The Alcatel-Lucent Welcome Center will assign each AR a unique trackable number in order to facilitate communication and enable rapid assistance.
- Troubleshoot problems, via phone, or virtual private network, down to Maintained Products component level, or sufficiently to exclude Maintained Products as the root cause. See subsections on “Remote Connection” in the “General Customer Responsibilities” section below.
- Provide access to Patch Releases or Maintenance Releases for Maintained Products, when available. Customer shall provide its own means to install such fixes, patches, and updates, as and when made available by Alcatel-Lucent.
- Provide standard instructions for installation of Patch Releases or Maintenance Releases to Motorola Solutions and CSSF.
- For Severity Level Critical (Severity one) and Major (Severity two), restore Maintained Products to operational status by identifying defective hardware components or providing software and/or procedural workarounds, where feasible. All software workarounds are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the software was acquired.
- Provide 24x7 access to product specific Customer Support content of the Alcatel-Lucent.com web site if available for the Maintained Products. Customer Support content may include technical product support information, subscription services, and other self-help facilities, as well as the ability to submit non-critical ARs and check the status of ARs online.
- On-site support is not specifically provided as part of this SOW. If Alcatel-Lucent determines that it cannot restore or resolve an issue remotely, Alcatel-Lucent may, at its sole discretion, provide emergency on-site support. In the event on-site intervention is performed, the travel time to arrive at the Site will be added to the Restore time target or discounted from the Restore interval.
- Technical Support covers Maintained Products installed and integrated by Alcatel-Lucent or by Customer trained by Alcatel-Lucent on self-install and self-integrate programs, if available. Otherwise, issues arising are not covered by Technical Support or may be subject to additional charges.

### A.3.2 Definition of Severity Levels

Severity Levels are defined as the condition of the system when Customer submits an AR. Alcatel-Lucent defines three severity levels for reported problems, aligning with TL9000 latest release standards. Severity Levels are defined as follows:

- “Critical” (also known as Severity Level 1, SL1): The system is inoperative and Customer’s inability to use the product has a critical effect on Customer’s operations. This condition is generally characterized by complete system failure and requires immediate correction. In addition, any condition that may critically impact human safety is considered a Severity Level 1 Critical problem.
- “Major” (also known as Severity Level 2, SL2): The system is partially inoperative but still usable by Customer. The inoperative portion of the product severely restricts Customer’s operations, but has a less critical effect than a Severity Level 1 condition.
- “Minor” (also known as Severity Level 3, SL3): The system is usable by Customer, with little or limited impact to the function of the system. This condition is not critical and does not severely restrict overall Customer operations.



In order to classify a request, Alcatel-Lucent technical support personnel will confirm with Customer the impact of the reported problem to determine an appropriate classification. Where the parties disagree on the classification of a particular reported problem, Customer and Alcatel-Lucent technical contacts will discuss the classification in good faith to reach a mutually acceptable classification. In the event the parties are unable to reach agreement on the classification, the reported problem shall be classified at Customer's assigned classification level; however, no targets or other performance indicators of any kind shall apply to such reported problem.

### **A.3.3 TS Key Performance Indicators**

The TS key performance indicators ("KPI"), established by Alcatel-Lucent, are dependent on the severity level of the request as reported by Customer to the TSC via telephone and confirmed by Alcatel-Lucent.

#### **A.3.3.1 Definition of Key Performance Indicators**

- "Respond Time" (also known as Specialist Call-back) means the time period from when Customer first notifies the Alcatel-Lucent Welcome Center of a reported problem to when an Alcatel-Lucent expert attempts to contact Customer via telephone or preferred contact method as defined when submitting the request. In the event Alcatel-Lucent is unable to contact Customer after three attempts, the ticket will be closed.
- "Restore Time" (also known as Remote Neutralization) means a measure of the length of time from when Alcatel-Lucent is contacted and an event is determined to be loss of service and/or functionality affecting, to the time when Alcatel-Lucent provides the means to return a system to operational status.
- "Resolve Time" (also known as Final Resolution Time) means a measure of the length of time from when Customer first notifies the Alcatel-Lucent Welcome Center to the time when a procedural solution or application of available fix to address the issue is made available to Customer. This may occur simultaneously with Restore Time, unless the Restore Time is by means of a workaround suitable only for temporary use and Alcatel-Lucent determines that a more suitable permanent solution can feasibly be provided.

The Service Level Agreements ("SLA") on these KPIs are described in the section "Service Level Agreement Targets."

### **A.3.4 Patch Releases/Maintenance Releases**

TS Service includes only Patch Releases and Maintenance Releases as may be made available for Alcatel-Lucent Maintained Products during the Term for use with Maintained Products. TS Service does not include access to Feature Releases. Decisions of which versions of software will be updated, and whether to include a correction in a Maintenance Release as opposed to including it in the next Feature Release, rests in Alcatel-Lucent's sole discretion. TS Service does not entitle or support Customer to use optional or new software features resident in a Maintenance Release or Feature Release, except to the extent that Customer has separately paid the applicable license fees for the use thereof. Alcatel-Lucent shall have the sole right to determine whether a new functionality shall be included in a Feature Release or as an optional software feature.

## A.3.5 License Terms

All software that is ultimately provided in connection with TS Service including, without limitation, Maintenance Releases, Patch Releases or workarounds, are licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

## A.3.6 Lab System

TS Service is intended for Maintained Products deployed commercially in a communications network. Coverage may be extended to Maintained Products used in Customer's own lab for testing purposes before and during commercial use in Customer's network if such lab use is identified on the SOW. In the event TS Service is provided to Maintained Products in Customer's lab, such TS Service will be provided during Business Hours, on Business Days, without regard to the Support Level applicable to Customer's other Maintained Products. Only the Next Business Day Respond Time KPI indicator will apply.

## A.3.7 Customer Service Delivery Feedback/Escalation

Customer may escalate a problem or provide feedback on the TS Service that is being delivered or has been delivered. Service Delivery Feedback is for tasks and provision of deliverables specifically defined in this document. Customer may initiate escalation or feedback by calling the Welcome Center number and ask to speak to the duty manager to escalate an open AR or create a Service Delivery Feedback AR.

## A.3.8 Customer Responsibilities

### A.3.8.1 Customer Responsibilities Concerning Alcatel-Lucent Web Site Access

By accessing any Alcatel-Lucent.com web site to which Alcatel-Lucent affords Customer access, for or in connection with its TS Service, Customer agrees to the following:

- Customer shall not enable or permit Web site access to any person other than its employees, without Alcatel-Lucent's prior written consent. Such consent shall be at Alcatel-Lucent's sole discretion.
- If requesting such consent, Customer shall identify to Alcatel-Lucent any non-employee who Customer would like to be able to have access to the Web site, and if requested by Alcatel-Lucent, will provide a copy of a Non-Disclosure Agreement executed between Customer and the non-employee in accordance with the confidentiality terms of the agreement pursuant to which the Maintained Products were supplied. Such agreement will provide, at a minimum, the level of protection provided in the Agreement to which this SOW is attached. Alcatel-Lucent may refuse consent within its sole discretion.
- Customer may use, and shall require its non-employee contractors or Agents to use the OLCS (Online Customer Support) content only to facilitate its managing and operating the Maintained Products. Other than the limited right to use OLCS content for the purpose described in the preceding sentence, Alcatel-Lucent does not grant any rights, title or interest, explicitly or implicitly, under any patent, copyright, mass work protection right, trade secret or any other intellectual property right. Some OLCS content made available to Customer may not be made available to non-employees.
- Customer must notify Alcatel-Lucent in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the Web site.



- Access to OLCS is not available to US embargoed countries. Information on the OLCS website (e.g., product documentation, ticket status, software fixes, etc.) can be provided to customers by their technical support engineer.
- Customer's use of any Alcatel-Lucent.com web site is subject to all Terms of Use then set forth or linked to the web site. Such Terms of Use shall in no event be construed to increase Alcatel-Lucent's obligations under this SOW nor to create or modify any performance indicators for the Services under this SOW.
- Without limiting Alcatel-Lucent's other rights, Alcatel-Lucent may deny access immediately and in the future to individuals using the web site other than as permitted. Alcatel-Lucent shall have no liability to Customer on account of such denial.

## A.4 REPAIR & EXCHANGE SERVICES

### A.4.1 Alcatel-Lucent Responsibilities

#### A.4.1.1 Description

Repair & Exchange Services (RES) provide repair or exchange of defective, customer-owned hardware (Parts). SLAs applicable to this SOW are listed in the "Service Level Agreement Values" section and include Standard Repair (RES-RFR).

#### A.4.1.2 Tasks/Deliverables

Alcatel-Lucent shall:

- Repair or exchange from Alcatel-Lucent inventory RES Entitled Parts at Customer's request. Repaired or exchanged Parts may contain components that are used, remanufactured or refurbished. Exchanged Parts will be form, fit and functionally compatible.
- Deliver repaired or exchanged Parts to Customer's Entitled Site, or to a Customer specified site suitable for customs clearance processing, by the applicable RES Delivery Deadline, in accordance with INCOTERMS 2000 defined Delivered Duty Unpaid (DDU) or Delivered Ex Ship (DES) or Delivered Ex Quay (DEQ) when applicable.
- Provide a specific form to be used by Customer to record the failure description of the Part.

#### A.4.1.2.1 For Return for Repair (RES-RFR)

- On the next Business Day following receipt and acceptance of a Part Request from Customer, provide a Part Request Number to Customer as return authorization and instructions on where Customer is to ship their defective Parts.
- Upon receipt of the reported defective Parts from Customer with the required accompanying documentation and labeled with the Alcatel-Lucent Part Request Number, repair or exchange the defective Parts, at its discretion, and deliver the functional Parts within the specified RES Delivery Time.

The Service Level Agreements on these KPI are described in the "Service Level Agreement Values" section.

## A.4.2 Customer Responsibilities

- Customer is responsible for including all relevant documentation with each returned Part including failure description, diagnostic test results, or some other indication suggesting that a Part was suspected to be faulty or in need of replacement, serial number, and a reference to Alcatel-Lucent's assigned Part Request Number. All such documentation and identification must be attached to the exterior of the shipping container.
- Customer will assist in efforts to minimize the number of No Fault Found (NFF) conditions through utilization of technical support services as appropriate; reference to, and compliance with, manufacturer's diagnostic procedures; and by remaining familiar with Alcatel-Lucent's and the manufacturer's published references.
- Customer is responsible for providing adequate packing material to protect against a reasonable risk of damage that would normally occur during shipping by common carrier.
- Customer will handle electrostatic discharge (ESD) sensitive material in an appropriate manner including the use of ESD protection packaging and will take appropriate actions to avoid ESD damage.
- Customer must always provide the specific Part that was reported as suspected faulty and requested for repair or exchange.
- Customer shall be responsible for all transportation related expenses associated with the shipment and import/export of defective Parts to Alcatel-Lucent including, as examples, labeling, packaging, shipping, customs fees and duty taxes, and insurance.
- When applicable, Customer is responsible to maintain and provide all necessary government authorization (permits and tax identification, as examples) and documentation necessary to facilitate customs clearance processing.
- Customer is responsible to maintain and provide proof of delivery for all Parts shipped to Alcatel-Lucent.
- Customer is responsible to ensure that their requested delivery site is ready to receive repaired or exchanged Parts. Delays caused to Alcatel-Lucent or repeat attempts by Alcatel-Lucent to deliver services due to Customer's site not being ready relieves Alcatel-Lucent of its RES Delivery Deadline obligations and may be billable at Alcatel-Lucent's then current rates.
- **For RES-RFR:** Upon issuance of the Alcatel-Lucent Part Request Number and shipping instructions, Customer will package the defective Parts and ship them to arrive at the designated shipping location within thirty days. If it is not the case, Customer will have to emit another request to Alcatel-Lucent.



## A.4.3 Part Request Process

- Customer shall first diagnose and isolate a faulty Part and accurately identifies the suspected faulty Part identification number or code. A consultation with an Alcatel-Lucent technical support agent may be required via the opening on AR at the Welcome Center.
- To initiate a Part Request, Customer shall call the designated Alcatel-Lucent Welcome Center or, optionally, initiate a Part Request through the designated Alcatel-Lucent internet portal if available or, optionally, through an email request. Customer must initiate all time-critical Part Requests through the Welcome Center.
- Customer is expected to provide the following information:
  - Requester's company name.
  - Requester name, phone number, & email address.
  - Maintained Product name and the RES Entitled Part name.
  - Service.
  - Entitled Site company name and ship-to address.
  - Entitled Site contact name, phone number & email address.
  - Part serial number(s).
  - Alcatel-Lucent assigned service agreement number

## A.4.4 Unreturned Parts

If Customer fails to return the reported defective Part to Alcatel-Lucent as specified or returns material that is excluded from coverage as specified in "Exclusions" section, Customer agrees to pay Alcatel-Lucent the published list price for the Advanced Exchange Parts and \$500 per item in restocking fees. When informed of Unreturned Part instances by Alcatel-Lucent, Customer will acknowledge notification of such instances within fourteen days and will issue to Alcatel-Lucent an approved purchase authorization within thirty days of Alcatel-Lucent's notification such instances, or else provide documented evidence that Alcatel-Lucent's claim of Unreturned Parts does not apply.

## A.5 SOFTWARE SUBSCRIPTION PLAN (SSP)

### A.5.1 Alcatel-Lucent Responsibilities

#### A.5.1.1 Description

Alcatel-Lucent will make available all Feature Releases of software for network/node elements, management systems for specific network elements or families of network elements, and other network-related applications at Alcatel-Lucent's sole discretion. The products to which this SSP Service is entitled are listed in the appendix titled "SSP: Products Covered by the Terms of this Service" ("Products").

**Note:** Please refer to the appendix titled "SSP: Product Appendix" for a) a listing of the products for which this service is available and b) conditions or deliverables that are not common to all products. Throughout this SOW, references to that table are marked with a plus sign in superscript(<sup>†</sup>).

#### A.5.1.2 Tasks/Deliverables

Alcatel-Lucent shall:

#### A.5.1.2.1 Access to Feature Releases

- Provide, as may be available, and in Alcatel-Lucent's sole discretion, any Feature Releases for Products, provided they are within the Generally Available phase of their lifecycle. No releases are available for manufacture discontinued ("MD") products.
- Feature Releases may also include provision of third party software upgrades, as may be made available by the third party software manufacturer, if the third party software is supported by Alcatel-Lucent and was licensed to Customer by Alcatel-Lucent.
- Feature Releases encompass the products that are purchased by Customer, as set forth in the Pricing section and the "Maintained Products and Scope of the Services" or "Products Covered" section of this SOW; provided, however, if a Feature Release contains a new feature for such product(s) for which an additional license or activation fee is required, this must be purchased separately by Customer; otherwise, it is not included in the Services, and will not be provided to Customer.
  - **Distribution of Feature Releases:** Provided via one or more of the following methods: Internet download, CD, DVD, or file transfer protocol (FTP), such method will be at Alcatel-Lucent's sole discretion.
  - **License Terms of Feature Releases**

All software that is provided in connection with the Service is licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

#### A.5.1.2.2 Release Notes

- Provide the associated Release Notes applicable to the software and hardware revisions supported by the Feature Release and a list of all changes and additions to the latest release. Any procedural updates that are impacted by the Feature Release will also be provided.

#### A.5.1.2.3 Firmware for Control Cards +

- If required, provide new or an upgrade to firmware specific to the control card(s) of the relevant Products. (Does not include line card firmware).

#### A.5.1.2.4 Access to Patch Releases and Maintenance Releases +

- Provide, as may be available, and in Alcatel-Lucent's sole discretion, any Patch Releases and Maintenance Releases for the Products.
  - **Distribution of Patch Releases and Maintenance Releases:** Feature Releases will be provided via one or more of the following methods: Internet download, CD, DVD, or file transfer protocol (FTP), such method will be at Alcatel-Lucent's sole discretion.
  - **License Terms of Patch Releases and Maintenance Releases**

All software that is provided in connection with the Service is licensed subject to the same terms, restrictions, and limitations as contained in the licenses under which the original software was acquired.

#### A.5.1.2.5 Product Upgrade Procedure

Provide a softcopy or hardcopy of a generic procedure document on how to upgrade the Product(s). Where installation services are provided, this documentation will not be provided.



## A.5.2 Limitations

The following items must be purchased separately by Customer:

- Any modifications to any parts of the network which are deemed by Alcatel-Lucent necessary to accomplish network compatibility with a Feature Release.
- Any additional products required to take advantage of any new functionality within a Feature Release.
- Any additional software licenses required to support growth in the network of hardware or software (e.g. nodes, DSL ports, subscribers, seats, etc.).
- Any features in a Feature Release for which an additional license or activation fee is normally required.
- Where required, a minimum of twelve weeks lead-time must be provided for all Firmware orders (i.e. PROMs – Programmable Read-Only Memory).

## A.5.3 Conditions

- Customer must purchase the Service for a minimum period of time<sup>+</sup>.
- Customer must purchase the Service in conjunction with Technical Support service or equivalent from Alcatel-Lucent; these services are not sold separately<sup>+</sup>.
- For each Product Name listed as “Products Covered”, the quantity specified must include absolutely all such parts found in Customer’s network. Partial quantities in Customer’s network are not permitted.
- After the Effective Date of the Services under this SOW, to account for any changes to the network elements or quantity of software licenses above and beyond those listed as “Products Covered”, the following applies:
  - Network Growth: upon the anniversary of the Effective Date, Alcatel-Lucent will back-charge Customer a pro-rated amount. The subsequent annual charge will also be updated to reflect the changes.
- If Customer terminates the Agreement prior to the expiration of the Term, and then wants to re-subscribe to this Service at a later date, such Service will not be provided unless and until Customer has paid Alcatel-Lucent any associated early termination fees<sup>+</sup> and has settled all liabilities under the Agreement.

## A.5.4 Possible New Release Roadmaps

The forecast of future software releases (“product roadmap”) is provided by Alcatel-Lucent solely to inform Customer of Alcatel-Lucent’s plan of record for the relevant product(s) and both parties to this SOW hereby agree that such information does not form a commitment of any kind on either party in relation to this contract. There are no penalties, liquidated damages or other remedies associated with changes to the product roadmap including cancellation of any specific feature or functionality or delay in the timing of development.



## A.5.5 Customer Responsibilities

Prior to the commencement of this SSP Service, Customer shall:

- If necessary, upgrade the entitled products listed as “Products Covered” to the specified<sup>+</sup> release level. All expenses, including but not limited to hardware, software, third-party products, or installation, are solely the responsibility of Customer.
- Have previously purchased or purchased simultaneously an Alcatel-Lucent Technical Support (TS) agreement or Alcatel-Lucent equivalent to a TS agreement, and such TS agreement must be in effect prior or simultaneously to the delivery of the SSP Service.

During the SSP service term, Customer shall:

- Provide commercially available computing hardware for the Products according to product specifications, except in those cases where Alcatel-Lucent provided such computing hardware.
- Update the “Products Covered” table for Alcatel-Lucent on an annual basis.
- Allow Alcatel-Lucent, if Alcatel-Lucent deems it necessary, to verify the accuracy of the reported parts shown as “Products Covered” by reasonable means.
- If Customer is not forthcoming with updates to the “Products Covered” as indicated in above, Customer shall allow Alcatel-Lucent to perform an audit of their network, at Customer’s expense.
- For select products<sup>+</sup>, request and engage Alcatel-Lucent to perform the installation of any Release. Customer is not permitted to perform the installation without Alcatel-Lucent assistance. Alcatel-Lucent may require additional charges for said installation services.

### A.5.5.1 Customer Responsibilities Concerning Alcatel-Lucent Feature Release Download Service

- Customer must designate contact(s) within their organization who is/are responsible for receiving the Feature Releases, and will communicate such contact(s) in writing to Alcatel-Lucent.
- Customer shall not enable or permit download access to any person other than its designated contact(s), without Alcatel-Lucent’s prior written consent. Such consent shall be at Alcatel-Lucent’s sole discretion.
- If requesting such consent, Customer shall identify to Alcatel-Lucent any non-employee who Customer would like to have access to the download site, and if requested by Alcatel-Lucent, will provide a copy of a Non-Disclosure Agreement executed between Customer and the non-employee in accordance with the confidentiality terms of the agreement pursuant to which the products were supplied. Such agreement will provide, at a minimum, the level of protection provided in this contract. Alcatel-Lucent may refuse consent within its sole discretion.
- Customer must notify Alcatel-Lucent in writing immediately of any change in the employment or authorization status of any personnel having authorized access to the download site.
- Customer’s use of any download site is subject to all Terms of Use then set forth or linked to the download site. Such Terms of Use shall in no event be construed to increase Alcatel-Lucent’s obligations under this SOW nor to create or modify any performance objectives for the Services under this SOW.
- Without limiting Alcatel-Lucent’s other rights, Alcatel-Lucent may deny access immediately and in the future to individuals using the download site other than as permitted. Alcatel-Lucent shall have no liability to Customer on account of such denial.



## A.6 FIELD MAINTENANCE SERVICE

### A.6.1 Description

Motorola Solutions is providing Field and Preventative Maintenance services through our support partner Day Wireless's on-site technicians in order to maintain Customer's equipment ("Maintained Products") set forth in the "Maintenance Products and Scope of the Services" section, in accordance to the agreed Service Level Agreements as specified in the "Service Level Agreement Values" section of this Capabilities document.

Annual Preventative Maintenance services include the following items:

- Recording of RSSI measurements to and from each sites.
- Data thru-put.
- Visual inspection of hardware.
- Line of Sight (LOS).
- System self-diagnostic report and alarms.

## A.7 GENERAL CUSTOMER RESPONSIBILITIES

Customer shall:

### A.7.1 All Maintenance Services

- When reporting an AR, and in order to have the AR validly created:
  - Include Severity Level of problem, outage status, product name, contract number, submitter name & location, callback telephone number and/or email address, system name & location, type and serial and/or license number, and alternate contact.
  - Provide all information necessary for Alcatel-Lucent to provide the Services without delay on the Maintained Products. This includes, without limitation: identification of the releases of the Maintained Products; network configuration; evidence of problem on the Maintained Products; logs, traces and product diagnostic results for the Maintained Products and for all the components of the environment of the Maintained Products; evidence that resources allocation has been aligned with Maintained Products needs, as defined in Maintained Products' documentation; already performed actions; any information to help reproduce the conditions under which the trouble occurred.
  - Ensure that only submitters that are trained by Alcatel-Lucent on Operations and Maintenance of the Maintained Products are entitled to report an AR. Customer shall keep updated and shared with Alcatel-Lucent the list of entitled submitters.
  - Ensure that the Maintained Products are, over time, installed, configured, operated, administrated and maintained in accordance with Alcatel-Lucent's applicable installation, configuration, operation, administration, and maintenance specifications. If Alcatel-Lucent has reason to believe that Customer is not over time compliant with these specifications, then Customer shall allow Alcatel-Lucent to perform an audit of its network, at Customer's expense, which may lead to the decision to revalidate the Maintain Products, at Customer's expense.
  - Notify in writing any changes in the environment of the Maintained Products that impacts or may impact the operational condition of the Maintained Products, no less than thirty days prior to the change, even if this change is aligned with Alcatel-Lucent's applicable installation, operation, administration, and maintenance specifications.

- Ensure the implementation of all software updates, firmware updates and hardware changes required by Alcatel-Lucent within a reasonable time, not to exceed two (2) years from the date of availability.
- Ensure that adequate resources are made available to Maintained Products, as defined in Maintained Products’ documentation. In case of a software only product, the resources include, but are not limited to, CPU, memory, IO disk & network.
- Notify in writing any changes in Maintained Products (as described in section or appendix covering “Maintained Products and Scope of the Services”) including, but not limited to quantity or location of Maintained Products or to any changes to the Maintained Products or any changes in the Sites.
- Allow Alcatel-Lucent, if Alcatel-Lucent deems it necessary, to verify the accuracy of the Maintained Products status by reasonable means.
- Grant Alcatel-Lucent access to the inventory information of the Maintained Products at least twice a year, either by allowing Alcatel-Lucent to retrieve this information remotely, or by providing this information to Alcatel-Lucent.
- Keep a logbook in which all events relevant for the performance of the Services shall be recorded. This logbook shall at all times be available to Alcatel-Lucent.
- Maintain a procedure external to the software programs for regular back-up (software, configuration) and for reconstruction of lost or altered files, data, and/or programs.
- Perform initial problem diagnostics and analysis to isolate the problem to Maintained Products.
- Ensure availability of employees which are trained by Alcatel-Lucent on Operations and Maintenance of the Maintained Products to assist Alcatel-Lucent’s personnel. This may include, without limitation, assistance in performing additional tests, and gathering additional information. Any delay time caused by Customer shall be deleted from KPI measurements.

## A.7.2 Remote Connection

Remote Connection is mandatory for Alcatel-Lucent to be able to provide the Services for the Maintained Products.

An exception is 1357 ULIS or other lawful intercept products for which law enforcement agencies may prohibit remote connection. Support of such products is provided by telephone and Alcatel-Lucent will work with Customer’s on-site authorized personnel to troubleshoot problems. Specific Service Level Agreements (“SLA”) described, if applicable, in the section “Service Level Agreement Targets” then apply.

The Remote Connection can be established from Alcatel-Lucent’s local site, one of the Alcatel-Lucent TSCs (Technical Support Center), the Alcatel-Lucent TEC (Technical Expert Center), Alcatel-Lucent NOC (Network Operations Center), or from an OEM Company or third party service provider (contracted by Alcatel-Lucent for providing support Services for OEM software or hardware).



Customer shall at its risk and expense provide Alcatel-Lucent with the necessary infrastructure to complete a remote connection to the Site. The preferred tool is RAMSES or any other mutually approved tool.

- A Remote Connection with the following mandatory characteristics must be available:
  - Secure solution based on a permanent LAN to LAN IPSEC using efficient security solution (e.g., firewall).
  - Minimum bandwidth of 2Mbits/s in both directions.
  - Transfer file system enabling large file transfer through secure connections (e.g., SFTP).
  - Multi session system enabling a parallel connection of experts, through secure connections (e.g., SSH).
- The Remote Connection should not:
  - Require a dedicated internet line.
  - Rely on any hardware token system.

If, due to reasons beyond the control of Alcatel-Lucent, the Remote Connection cannot be established or is established with unsatisfactory quality or bandwidth, the KPIs specified in the “Service Level Agreements” shall be extended for the same period during which the Remote Connection could not be established. In this situation, Alcatel-Lucent reserves the right, and upon consent of Customer, to send skilled personnel to the site to resolve the problem. Separate terms and fees apply.



## A.8 SERVICE LEVEL AGREEMENT TARGETS

This section describes the SLA selections applicable to the Maintenance Service(s) covered by this SOW.

### A.8.1 Unified SLA for Technical Support (TS)

Service Level		Gold			Silver			Bronze		
Welcome Center		24/7			24/7			24/7		
AR Problem Classification		Critical	Major	Minor	Critical	Major	Minor	Critical	Major	Minor
Technical Support	Support Window	24/7			24/7	24/7	BH	BH		
	Respond (1)	30 M	1 H	NBD	1 H	4 BH	NBD	4 BH	NBD	NT
	Restore (2, 3, 4, 5)	6 H	12 H*		12 H	2 BD***		NT		
	Resolve (6, 7)	45 CD	90 CD**	NT	90 CD	180 CD	NT	NT		
KPI Achievement (8)		92%			92%			92%		
<b>Legend:</b> AR = Assistance Request (trouble ticket) BD = Business Day of applicable Alcatel-Lucent technical support facility BH = Business Hours of applicable Alcatel-Lucent technical support facility CD = Calendar Day D = Day H = Hours M = Minutes NBD = Next Business Day of applicable Alcatel-Lucent technical support facility NT = No Target. Alcatel-Lucent will use commercially reasonable efforts to perform the corresponding activity, if feasible at ALU's sole discretion.										

#### General Notes:

- Only Major and Minor ARs may be raised against non-service affecting tools, commonly referred to as Radio Network Engineering & Performance products, including, but not limited to the following: 9352, 9952 WPS, 9351 WQA, 9155/9355 RNP, 9156 RNO, 9157 Laser, 9357 SDA, 9358 RFO, 9958 WTA, 9159/9359/9959 NPO, 9981 CMS.
- SLA Targets apply to Maintained Products running on hardware and software Releases that are in GA status.
  - TS Service (and by extension, SLA Targets) will not be provided for hardware and software Releases in Support Ended status.
  - SLA Targets are not provided for any Maintained Products in a pre-GA status unless specifically established in writing.
  - SLA Targets are reduced for all other Maintained Products' hardware and software Release statuses not outlined above. Some exceptions may apply. Actual SLA Target reductions are available upon request.



### Specific Notes:

1. Critical ARs can only be opened by phone. For Major and Minor ARs opened via the web, five minutes will be added to all Respond targets submitted via Alcatel-Lucent's on-line web form. For Major and Minor ARs sent to Alcatel-Lucent via email, 60 minutes will be added to all Respond targets.
2. Restore targets only apply to outage conditions (service or functionality) that can be entirely neutralized remotely. If an on-site intervention is necessary, the travel time to arrive at Site is added to the Restore time target or discounted from the Restore interval. Additional fees may apply.
3. If on-site intervention is required to resolve a hardware problem (e.g., replacing a faulty Maintained Products), the Restore target is temporarily suspended during that time period. It will restart once the hardware problem is corrected (e.g., a new or repaired Maintained Products is installed in the network).
4. If Customer requires a service window (i.e. scheduled downtime of the network) to address a reported problem, the scheduled interval will not be included within the Restore time, since during the scheduled period Alcatel-Lucent cannot perform activities.
5. Target does not apply when Maintained Products are not installed in redundant configurations, if available.
6. Target applies when solution does not require a design change or development of software code. If a design change or development of software code is required, it will be available as determined by the software development team.
7. For CDMA Networks, Target does not apply if problem cannot be reproduced by either Alcatel-Lucent or Customer's system, the latter verifiable by Alcatel-Lucent.
8. This is measured as a percentage of the total number of ARs that will meet the indicated target for each classification over a rolling four quarters.

## A.8.2 For Field Maintenance Service (FM)

Table A-1: Field Maintenance Service

Field Maintenance - Key Performance Indicators
<b>Corrective On-site Maintenance:</b> 24x7
On-site arrival time for corrective maintenance is measured from the time Customer requests that a technician be dispatched to Customer's site.
Objectives: Meet on-site arrival time of four hours 95% of the time.

## A.8.3 For Repair & Exchange Service (RES)

Table A-2: Repair Services

RES Return for Repair (RES-RFR)
RES Return for Repair provides Repair or Replacement of defective Customer-owned RES Entitled Parts in forty-five days or less.

**Table A-3: Exchange Services**

Advanced Exchange 1 Day (AE-1D)	
Provides Advanced Exchange Services prior to the RES Delivery Deadline of 1 Calendar Day for Part Requests accepted prior to the following RES Request Deadline:	
RES Request Deadline	RES Delivery Deadline
5:00 PM Sunday	5:00 PM Monday
5:00 PM Monday	5:00 PM Tuesday
5:00 PM Tuesday	5:00 PM Wednesday
5:00 PM Wednesday	5:00 PM Thursday
5:00 PM Thursday	5:00 PM Friday
5:00 PM Friday	5:00 PM Monday
5:00 PM Saturday	5:00 PM Sunday
Unless Saturday or Sunday delivery is specifically requested by Customer, Parts will be scheduled for delivery on the next Business Day.	

## A.9 EXCLUSIONS

### Maintenance Services do not include:

- Support when the Customer responsibilities as described in sections “Customer Responsibilities” are not realized.
- Support for custom software features not named in this SOW as Maintained Products, that is, any features that are not present in the generally available version of the Maintained Products.
- Creating or making corrections to Customer-specific reports.
- Providing Customer specific instructions for installation of Patch Releases or Maintenance Releases by Customer.
- Making specification changes or performing services connected with installation or relocation of the Maintained Products.
- Support for non-maintained products, whether or not they reside on the same computing hardware platform on which Maintained Products reside.
- Assistance or service, including without limitation, modification or replacement of the Maintained Products, repair of damage, or increase in service time caused by or required as a result of any of the following:
  - Failure to continually provide a suitable operational environment with all facilities prescribed by the applicable product specifications document including, but not limited to, the failure to provide, the failure of, or faulty, adequate electrical power, air conditioning, or humidity, dust control.
  - Use of the Maintained Products in a manner not in accordance with its specifications, operating instructions, or license-to-use.



- Maintenance, repairs, or other services resulting from casualty, catastrophe, natural disaster (which shall include, but not be limited to, fire, flood, earthquake, water, wind or lightning), accident, transportation difficulties, terrorism or other hostile action, neglect by Customer, negligence of Customer, or misuse by Customer.
  - ◆ In the event of a service interruption caused by accident, disaster, or terrorism Alcatel-Lucent will make a commercially reasonable attempt to restore service on the Maintained Products. If, however, service is not restored within 12 hours, Alcatel-Lucent and Customer will mutually agree on next steps to be taken, which may include the purchase of disaster recovery services to restore service. Additionally, the commercially reasonable efforts contemplated by this provision do not include the provision of new, replacement, or additional hardware or software or performance of on-site services, which if available would require payment of additional charges.
- Modifications, maintenance, or repair performed by other than Alcatel-Lucent designated personnel, including changes, modifications or alterations not authorized by Alcatel-Lucent in the Maintained Products, the hardware, or the software environment in which the Maintained Products operate including, without limitation, the introduction of updates of third party software or hardware that have not been validated by Alcatel-Lucent.
- Attachment of unspecified or non-approved products to the Maintained Products, or failure of a processor or other equipment or software not maintained by Alcatel-Lucent, or failure of removable or rotating storage media.
- Database problems: If the condition is determined to be the result of corruption of the Maintained Products' database, and such corruption is not the direct result of the Maintained Products, the condition will be referred back to Customer. However, if corruption is the result of, or caused by, Alcatel-Lucent's Maintained Products, Alcatel-Lucent shall manage the resolution of the problem, at no additional charge; provided, however, that Alcatel-Lucent shall only be responsible for restoring data on the media. Customer shall be responsible for providing Alcatel-Lucent with the data that needs to be restored.
- Hardware/firmware problems: When a condition has been isolated to a hardware or firmware problem on a product that is not covered under this SOW, the condition will be referred back to Customer for disposition under whatever maintenance arrangements Customer may have for such hardware or firmware.
- Other/interfacing systems problems: If the condition is determined to be caused by systems other than the Maintained Products including, but not limited to, systems that interface with the Maintained Products, then the condition will be referred to Customer for corrective action unless the other system(s) has been furnished by Alcatel-Lucent and is covered under an Alcatel-Lucent maintenance contract, in which case Alcatel-Lucent shall manage the resolution of the problem.
- Equipment certification, as required per Alcatel-Lucent's policy on equipment not installed by an approved Alcatel-Lucent installer, or lapse in Maintenance coverage, or equipment that has been moved.
- Unless otherwise specified in this SOW, installation of modifications, upgrades, features, enhancements or model conversions, refinishing or refurbishing of products, TSC assistance required in support of non-Alcatel-Lucent manufactured equipment, or direct routine TSC assistance initiated by an individual site if TSC support is provided to a Customer staffed control center and/or centralized engineering group.
- Maintenance or repairs of accessories, attachments or any other devices not identified in this SOW.
- Furnishing of optional accessories or consumable supplies.
- Recovery of any lost data or expenses for reconstructing data lost during the performance of Maintenance Services.
- Training of Customer staff.

- Furthermore, should Customer desire Services for the Maintained Products which are not under warranty or have not been under a support service agreement with Alcatel-Lucent, in effect immediately prior to the request for Services hereunder, the continuity of the service must be ensured with payment by Customer of the Services from the date of end of warranty, or the date of end of the previous service agreement, plus, over and above, the payment of a reinstatement fee equal to half of this amount, prior to being eligible for support Services under this SOW.

**Technical Support does not include:**

- Repair or replacement of product or product components. Repair services noted elsewhere in this document.
- Deployment services, integration services, or custom modifications, or network expansion.

**RES does not include:**

- Part modification or upgrade services, unless deemed necessary by Alcatel-Lucent.
- Root cause analysis or failure mode analysis that specifies the actual Part failure cause or any specific remedial action.
- Repair or exchange of Parts with defects or malfunctions caused directly or indirectly by: (1) failure of non-Alcatel-Lucent personnel to follow the manufacturer's installation, operation, or maintenance instructions; (2) Products or their Parts not specifically identified as RES Entitled Products or RES Entitled Parts; (3) abuse, misuse, or negligent acts of non-Alcatel-Lucent personnel; (4) damage from fire, water, wind, exposure to weather, or other forces of nature; (5) acts of terrorism, vandalism or other hostile actions.
- Repair or exchange of Parts that show evidence of: (1) improper packaging; (2) improper handling; (3) modification by non-Alcatel-Lucent approved personnel; (4) the installation or attachment of non-Alcatel-Lucent or non-OEM approved components including hardware or software; (5) any condition that exceeds the tolerances as prescribed by the manufacturer.
- Repair or exchange of passive and mounting hardware including, but not limited to, cabinets, chassis, frames, antennae, connectors, cables, cable assemblies, cords, brackets, bezels, faceplates, adapters, panels or labels.
- Repair or exchange of consumables including, but not limited to, fuses, batteries, air filters, or transformers.
- Repair or exchange of documentation or software in all media forms.

**SSP Services do not include:**

- Performing services related to implementing Releases in Customer's network, including but not limited to:
  - Installation (on-site or remotely), network and node staging (on-site or remotely), hardware modification, software configuration or re-configuration, custom tool/script development, technical support prior to or during installation (on-site or remotely), or network integration.
- Supplying spare parts, training, network planning, management or related project services.

**Field Maintenance does not include:**

- Performing preventive maintenance for the Maintained Products.
- Services of a FM Representative when asked to:
  - Remain on site after resolution of a problem
  - Respond and provide support for equipment moves or changes
- Provision or installation of hardware upgrades or reprogramming to add additional capabilities or functionality to the Maintained Products (unless purchased as a scheduled maintenance service)
- Design changes to hardware or software, if such design changes are required to resolve problems with the Maintained Products.
- Provisioning of Spare parts is not included in this service.



- Integration services, custom modifications, installation of Software Updates or Software Patches.
- Assistance for installation,
- Extension, migration or major upgrade of equipment or network,
- On-the-job training,
- Testing, integration and software updates
- Custom duties, VAT, GST or country specific taxes.

## A.10 GLOSSARY

### A.10.1 Maintenance Definitions

- “**Agent**” means the entity authorized by Customer to request and consume the Services defined in this SOW.
- “**Agreement**” shall mean the contract governing the Services described in this SOW.
- “**Assistance Request**” or “**AR**” shall mean a Customer-initiated request for Services to be performed. An AR will be considered valid when Alcatel-Lucent acknowledges the request for assistance and confirms acknowledgement by providing Customer with an AR tracking number (call number, ticket number). An AR may be initiated by Customer by telephone through the Alcatel-Lucent Technical Services Center (“TSC”) or via email or through the Alcatel-Lucent.com customer support web site: <http://www.Alcatel-Lucent.com/support>. Phone has to be used to initiate an AR for Critical and Major AR.
- “**Business Day**” or “**BD**” shall mean normal full working day in the location where Customer’s equipment is located.
- “**Business Hour**” or “**BH**” shall mean the elapsed 60-minute time period during normal working hours in the location where Customer’s equipment is operating.
- “**Calendar Day**” shall mean the weekdays Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and shall be inclusive of national, state or local holidays.
- “**Coverage Period**” shall mean the times of day and the days of the week during which Maintenance Services will be provided.
- “**End Date**” shall mean the date of end of the Term. After that date, Customer may no longer initiate requests for Services.
- “**OEM-Field Replaceable Unit**” or “**OEM-FRU**” shall mean the OEM Server assembly or subassembly that can reasonably be removed from service and/or installed in the field only by qualified personnel trained by Alcatel-Lucent or its contractors. Alcatel-Lucent shall have sole authority for defining the list of OEM-FRU.
- “**Generally Available**” or “**GA**” means identified hardened software and hardware that are available for general release to customers; software and hardware are being manufactured in volume where standard ordering procedures apply with no further approvals being required.
- “**Hour**” shall mean any consecutive 60-minute time period.
- “**Maintained Products**” means those products for which Maintenance Services are purchased in accordance to this SOW and are specifically identified in the section/appendix “Maintained Products and Scope of Services.” Different products or products additional to the number of Maintained Products stated in this section are not covered in this SOW. Maintenance Services are only available for Maintained Products that are commercially deployed and operational. The RES Entitled Parts are part of the Maintained Products.
- “**OLCS**” or “**Online Customer Support**” means the “Alcatel-Lucent Online Customer Support” web site set up by Alcatel-Lucent for customers.
- “**OEM**” or “**Original Equipment Manufacturer**” means product and/or maintenance provider other than ALU that provides hardware, software and/or services.
- “**Service**” means the services to be provided by Alcatel-Lucent as described in this SOW.
- “**Service Level Agreement**” or “**SLA**” means the service level that Customer has subscribed to Alcatel-Lucent concerning the Services.
- “**Site**” shall mean the physical address of where Maintained Products reside and shall be the basis for Service resource planning such that only Sites are eligible for Services.
- “**Start Date**” shall mean the date of beginning of the Term. At that date, Customer may begin initiating requests for Services.



- “**Statement of Work**” or “**SOW**”: means this document, including the herein attached Appendices.
- “**Software**” shall mean intangible Information in object code form constituting one or more computer or apparatus programs and the informational content of such programs, together with any documentation supplied in conjunction with and supplementing such programs, the foregoing being provided to Customer by way of electronic transmission or by being fixed in media furnished to Customer.
- “**Support Ended**” means the product has reached its end of life and is no longer sold by Alcatel-Lucent and customer requests for troubleshooting, advice, information or assistance are no longer performed. The Support Ended status is announced to customers publically and in advance of the date that it is in effect.
- “**Support Window**” shall mean the times of day and the days of the week during which Maintenance Services will be provided.
- “**Technical Expert Center**” or “**TEC**” means the Technical Expert Center of Alcatel-Lucent’s organization, which performs Third Level Maintenance.
- “**Technical Support Center**” or “**TSC**” means Alcatel-Lucent's Technical Support Center where from Alcatel-Lucent shall provide Second Level Maintenance to Customer, through different available media (means of phone communication, Remote Connection and/or by means of on Site interventions).
- “**Welcome Center**” or “**WC**” means the “Alcatel-Lucent Welcome Center” organization set up by Alcatel-Lucent to allow Customer to contact Alcatel-Lucent services centers by means of a unique entry point.

## A.10.2 Abbreviations

- **AR:** Assistance Request
- **BD:** Business Day
- **BH:** Business Hours
- **CD:** Calendar Day
- **CTA:** Customer Technical Advocate
- **OEM-FRU:** OEM-Field Replaceable Unit
- **FSE:** Field Service Engineer
- **GA:** Generally Available
- **H:** Hour
- **KPI:** Key Performance Indicator
- **SLA:** Service Level Agreement
- **NA:** Not Available
- **NBD:** Next Business Day
- **OEM:** Original Equipment Manufacturer
- **PO:** Purchase Order
- **RES:** Repair & Exchange Service
- **SLA:** Service Level Agreement
- **TS:** Technical Support
- **TSC:** Technical Support Center
- **TEC:** Technical Expert Center
- **WC:** Welcome Center

### A.10.3 Definition of Terms for Technical Support Services

- “**Patch Release**” means a software release that contains minor modifications to address a specific problem and help restore a system. A Patch Release may also be known as a “Craft Release”.
- “**Maintenance Release**” means a software release that contains modifications intended to resolve problems that prevent products from performing up to the manufacturer’s technical specifications. Typically they are comprised of a collection of Patch Releases. Maintenance Release may also be known as an “Update Release” or a “Point Release”.
- “**Feature Release**” means the current and previous GA generic software release. These releases primarily contain new software features and functionality. A Feature Release may also be known as an “Upgrade Release” or “Base Release”.
- “**Release**” is a generic term for all software releases, including “Patch Release”, “Maintenance Release” and “Feature Release”

### A.10.4 Definition of Terms for SSP

- “**Generally Available**” or “**GA**” means identified hardened product that is available for general release to customers; product is now volume manufactured and standard ordering procedures will apply with no further approvals required.
- “**Feature Release**” means the current and previous GA generic software release. These releases primarily contain new software features and functionality. Also known as an Upgrade release.
- “**Patch Release**” means a software release that contains minor modifications to address a specific problem and help restore a system.
- “**Maintenance Release**” means a software release that contains modifications intended to resolve problems that prevent products from performing up to the manufacturer’s technical specifications. Typically they are comprised of a collection of Patch Releases. Also known as an Update release.
- “**Release**” where the release type is not specified, means all release types supplied under this SOW (where applicability is shown in the appendix hereto), including Feature Releases, Patch Releases, and Maintenance Releases.
- “**Minimum Release Level (MRL)**” means the earliest Product release level of hardware or software currently supported by Alcatel-Lucent, as specified by Alcatel-Lucent, from time to time.

### A.10.5 Definition of Terms for RES

- “**Part**”, also referred to as a “Field Replaceable Unit” or “FRU”, shall mean the product assembly or subassembly that can reasonably be removed from service and/or installed without the use of uncommon tools and/or methods. Alcatel-Lucent shall have sole authority for defining the composition of Parts to be exchanged or repaired. Each type of Part will be assigned an identifier to distinguish it for RES purposes. This Part identifier will be used in communication between Customer and Alcatel-Lucent when discussing Part(s) to be repaired or exchanged. All exchanged Parts will be like-for-like, except where Alcatel-Lucent determines that a replacement Part of a different type is compatible with the form, fit, and function of the defective unit being replaced. Each Part will also have an assigned serial number to uniquely identify and distinguish it from other Parts of similar type.
- “**Repair**” shall mean the diagnosis and replacement or reconfiguration of components necessary to restore Part(s) to their original published operating specifications. Repair may include, at Alcatel-Lucent’s sole discretion, the exchange of the entire Part with a Form, Fit and Functionally compatible Part. Replacement components may be new, remanufactured, refurbished, or used and certified as meeting like-new operating standards. Any removed components will become the property of Alcatel-Lucent.



- “**Exchange**” shall mean a like-for-like Part swap between Alcatel-Lucent and Customer.
- “**Part Request**” or “**PR**” is a transaction process that describes the request and delivery of an RES service. The Part Request process is not completed until both parties have completed their respective responsibilities or until the Part Request is cancelled by mutual agreement.
- “**Part Request Number**” or “**PRN**” is a reference to the Part Request service transaction of numeric or alpha-numeric composition used to track the status and completion of the repair/exchange service request. The issuance of a Part Request number shall mean that Alcatel-Lucent has authorized a Part to be repaired or exchanged according to the terms of this Agreement and therefore shall indicate the commencement of all applicable service delivery commitments.
- “**Form**” means the weight, density, chemical or product composition, size, shape, structure, appearance, protocol, pattern, composition, configuration and marking/identification of product and software.
- “**Fit**” means the suitability or readiness of a product for a particular application, including environmental extremes, marginal parameters, physical and signal compatibility with interfacing systems and surroundings, level of performance, safety margins, reliability, maintainability and installability.
- “**Function**” means the set of features that the product has been designed for use, in accordance with its Specifications.
- “**RES Entitled Site**” shall mean the physical address of where RES Entitled Products and RES Entitled Parts reside and shall be the basis for Alcatel-Lucent’s RES service resource planning such that only RES Entitled Sites are eligible for RES services, unless otherwise mutually agreed.
- “**RES Entitled Product**” shall mean the system assembly or subassembly that resides at an RES Entitled Site and is comprised of RES Entitled Parts and will identify both the type of product and the specific instance of product that is eligible for RES services, unless otherwise mutually agreed.
- “**RES Entitled Part**” shall mean a Part from the specific list of Parts that are eligible to receive RES service. Unless the list of RES Entitled Parts are specified, all Parts that comprise the RES Entitled Product shall be considered RES Entitled Parts except those Parts that are excluded by their functional type, nature, purpose, or as otherwise described in RES Exclusions, unless otherwise mutually agreed.
- “**RES Request Deadline**” shall mean the day and time, as determined by the location where the repaired or exchanged Part is to be delivered, by which Customer must initiate and Alcatel-Lucent must accept a Part Request in order to meet Alcatel-Lucent’s RES Delivery Deadline, unless otherwise mutually agreed.
- “**RES Delivery Deadline**” shall mean the day and time, as determined by the location where the repaired or exchanged Part is to be delivered, by which Alcatel-Lucent will fulfill its delivery responsibilities and shall be determined based on Customer’s fulfillment of its responsibilities by the RES Request Deadline, unless otherwise mutually agreed.
- “**RES Entitlement Term**” shall mean the period of time between the RES Entitlement Start Date and the RES Entitlement End Date during which Customer may initiate a request for RES services.
- “**RES Entitlement Start Date**” shall mean the date at which Customer may begin initiating service requests for RES services.
- “**RES Entitlement End Date**” shall mean the date after which Customer may no longer initiate service requests for RES services.
- “**No Fault Found**” or “**NFF**” shall mean that Alcatel-Lucent has determined that a Part which has been reported as defective contains no faulty components and passes diagnostic testing. A Part that has been determined No Fault Found by Alcatel-Lucent will not have any components replaced and will not be physically or materially altered.

- “**Business Day**” refers to a normal full working day and unless otherwise specified shall mean Monday, Tuesday, Wednesday, Thursday and Friday except those days that are designated holidays by a government where services are to be delivered.
- “**Calendar Day**” shall mean the weekdays Sunday, Monday, Tuesday, Wednesday, Thursday, Friday and Saturday and shall be inclusive of national, state or local holidays.
- “**Hour**” shall mean any consecutive 60-minute time period.
- “**Business Hour**” shall mean the elapsed 60-minute time period where services are to be delivered during normal working hours and unless otherwise specified shall mean from 8:00 AM – 5:00 PM during the Business Day or from one Business Day to the next.



## A.11 APPENDIX

### Maintained Products and Scope of the Services

**Table A-4: New Equipment:**

Equipment	Quantity	Location	Services	Support Level
9500 MPR	11 hops	San Francisco County, CA	TS, RES, SSP	Gold, 45 days
7705 SAR-8 with 5620 SAM	11	San Francisco County, CA	TS,RES, SSP	Gold, 45 days
7705 SAR-8	1	San Francisco County, CA – Add. Spur	TS, RES, SSP	Gold, 45 days
7705 SAR-A	4	San Francisco County, CA – Add. Spurs	TS, RES, SSP	Gold, 45 days

**Table A-5: Existing equipment:**

Equipment	Quantity	Location	Services	Support Level
9500 MPR	3 hops	San Francisco County, CA	TS, RES, SSP	Gold, 45 days
7705 SAR-18	3	San Francisco County, CA	TS,RES, SSP	Gold, 45 days
7705 SAR-A	1	San Francisco County, CA	TS, RES, SSP	Gold, 45 days



# EXHIBIT B: PRICING SUMMARY

PUBLIC SAFETY RADIO REPLACEMENT PROJECT

SEPTEMBER 1, 2016

## 800 MHZ REPLACEMENT PROJECT



The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola"). To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.

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EXHIBIT B

# EXHIBIT B: PRICING SUMMARY

Pricing Summary is included on the following pages.



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Maintenance and Upgrade Pricing Summary & Payment Schedule

Annual System Maintenance & Refresh Costs	FY2017-2018	FY2018-2019	FY2019-2020	Year 1 Project Warranty (FY2020-2021)	Year 2 (FY2021-2022)	Year 3 (FY2022-2023)	Year 4 (FY2023-2024)	Year 5 (FY2024-2025)	Year 6 (FY2025-2026)	Year 7 (FY2026-2027)	Year 8 (FY2027-2028)	Year 9 (FY2028-2029)	Year 10 (FY2029-2030)	Year 11 (FY2030-2031)	Year 12 (FY2031-2032)	Year 13 (FY2032-2033)	Year 14 (FY2033-2034)	Year 15 (FY2034-2035)	Summary
Total Annual Maintenance	\$ 320,402.96	\$ 284,954.02	\$ 174,051.68	\$ 257,988.74	\$ 823,049.67	\$ 837,888.92	\$ 853,072.91	\$ 868,610.19	\$ 886,732.01	\$ 905,309.87	\$ 920,406.61	\$ 935,927.18	\$ 953,424.01	\$ 969,835.39	\$ 986,712.04	\$ 1,004,070.11	\$ 1,021,924.93	\$ 1,040,291.08	\$ 14,044,652.32
Total Annual System Refresh				\$ -	\$ 729,906.85	\$ 736,278.51	\$ 744,110.79	\$ 751,784.59	\$ 759,783.33	\$ 768,104.71	\$ 776,755.64	\$ 785,413.83	\$ 794,575.93	\$ 803,753.97	\$ 813,425.06	\$ 823,596.57	\$ 833,327.57	\$ 844,227.36	\$ 10,965,044.73
<b>Pre Tax Total</b>	<b>\$ 320,402.96</b>	<b>\$ 284,954.02</b>	<b>\$ 174,051.68</b>	<b>\$ 257,988.74</b>	<b>\$ 1,552,956.53</b>	<b>\$ 1,574,167.42</b>	<b>\$ 1,597,183.70</b>	<b>\$ 1,620,394.78</b>	<b>\$ 1,646,515.34</b>	<b>\$ 1,673,414.59</b>	<b>\$ 1,697,162.25</b>	<b>\$ 1,721,341.01</b>	<b>\$ 1,747,999.94</b>	<b>\$ 1,773,589.36</b>	<b>\$ 1,800,137.10</b>	<b>\$ 1,827,666.68</b>	<b>\$ 1,855,252.50</b>	<b>\$ 1,884,518.44</b>	<b>\$ 25,009,697.05</b>
Est. Sales Tax					\$ 18,943.85	\$ 19,134.19	\$ 19,330.25	\$ 19,532.18	\$ 19,740.17	\$ 19,954.40	\$ 20,175.06	\$ 20,402.34	\$ 20,636.43	\$ 20,877.55	\$ 21,125.91	\$ 21,381.71	\$ 21,645.19	\$ 21,916.57	\$ 284,795.80
<b>Est. Total</b>	<b>\$ 320,402.96</b>	<b>\$ 284,954.02</b>	<b>\$ 174,051.68</b>	<b>\$ 257,988.74</b>	<b>\$ 1,571,900.38</b>	<b>\$ 1,593,301.62</b>	<b>\$ 1,616,513.94</b>	<b>\$ 1,639,926.96</b>	<b>\$ 1,666,255.51</b>	<b>\$ 1,693,368.99</b>	<b>\$ 1,717,337.31</b>	<b>\$ 1,741,743.35</b>	<b>\$ 1,768,636.38</b>	<b>\$ 1,794,466.92</b>	<b>\$ 1,821,263.01</b>	<b>\$ 1,849,048.39</b>	<b>\$ 1,876,897.69</b>	<b>\$ 1,906,435.01</b>	<b>\$ 25,294,492.86</b>
Est. Savings off Annual Renewal P.O. <i>Indicates savings for 18 Year Maintenance &amp; Upgrade Agreement versus annual contract renewal w/ Purchase Order</i>					\$ 419,298.26	\$ 431,400.58	\$ 444,176.79	\$ 457,194.39	\$ 471,232.69	\$ 485,708.58	\$ 499,474.85	\$ 513,562.09	\$ 528,595.18	\$ 543,516.46	\$ 558,942.57	\$ 574,892.55	\$ 591,083.45	\$ 608,039.87	\$ 7,127,118.32



Maintenance Pricing

System Maintenance Costs	FY2017-2018	FY2018-2019	FY2019-2020	Year 1 Project Warranty (FY2020-2021)	Year 2 (FY2021-2022)	Year 3 (FY2022-2023)	Year 4 (FY2023-2024)	Year 5 (FY2024-2025)	Year 6 (FY2025-2026)	Year 7 (FY2026-2027)	Year 8 (FY2027-2028)	Year 9 (FY2028-2029)	Year 10 (FY2029-2030)	Year 11 (FY2030-2031)	Year 12 (FY2031-2032)	Year 13 (FY2032-2033)	Year 14 (FY2033-2034)	Year 15 (FY2034-2035)	Sub Totals
<b>System Maintenance, Parts Replacement</b>																			
Site Infrastructure (Per Site, Total Remote Site Configuration) 10 RF Sites, Primary PS, Redundant PS				Included	\$ 57,234.44	\$ 58,092.96	\$ 58,964.36	\$ 59,848.82	\$ 60,746.55	\$ 61,657.75	\$ 61,657.75	\$ 61,657.75	\$ 61,657.75	\$ 61,657.75	\$ 61,657.75	\$ 61,657.75	\$ 61,657.75	\$ 61,657.75	\$ 849,806.90
Console Position (Per Position, 59 Positions @ \$479.00 per position)				Included	\$ 28,261.00	\$ 28,684.92	\$ 29,115.19	\$ 29,551.92	\$ 29,995.20	\$ 30,445.12	\$ 30,445.12	\$ 30,445.12	\$ 30,445.12	\$ 30,445.12	\$ 30,445.12	\$ 30,445.12	\$ 30,445.12	\$ 30,445.12	\$ 419,614.32
CCSF Console Common Equipment (MCC7500 Backroom equipment - console controller, firewall, switches, routers)				Included	\$ 22,866.88	\$ 23,209.88	\$ 23,558.03	\$ 23,911.40	\$ 24,270.07	\$ 24,634.12	\$ 24,634.12	\$ 24,634.12	\$ 24,634.12	\$ 24,634.12	\$ 24,634.12	\$ 24,634.12	\$ 24,634.12	\$ 24,634.12	\$ 339,523.31
Trunking Core Equipment				Included	\$ 18,250.00	\$ 18,523.75	\$ 18,801.61	\$ 19,083.63	\$ 19,369.88	\$ 19,660.43	\$ 19,660.43	\$ 19,660.43	\$ 19,660.43	\$ 19,660.43	\$ 19,660.43	\$ 19,660.43	\$ 19,660.43	\$ 19,660.43	\$ 270,972.77
CCSF NICE Logging Gold Maint.				Included	\$ 41,038.67	\$ 41,654.25	\$ 42,279.06	\$ 42,913.25	\$ 43,556.94	\$ 44,210.30	\$ 44,873.45	\$ 45,546.56	\$ 46,229.75	\$ 46,923.20	\$ 47,627.05	\$ 48,341.45	\$ 49,066.58	\$ 49,802.57	\$ 634,063.08
Motorola Annual Preventative Maintenance for Remote Sites, Master Sites, Prime Sites, and City/County Console Equipment				Included	\$ 38,017.00	\$ 38,587.26	\$ 39,166.06	\$ 39,753.55	\$ 40,349.86	\$ 40,955.11	\$ 41,569.43	\$ 42,192.97	\$ 42,825.87	\$ 43,468.26	\$ 44,120.28	\$ 44,782.08	\$ 45,453.82	\$ 46,135.62	\$ 587,377.17
Advanced Board Replacement for Motorola Fixed Network Equipment Adder (CCSF only) Nokia/ALU Technical Support - Gold Support for (11) hops 9500 MPR TS Gold, (3) hops 9500 MPR TS Gold, (14) 7705 SAR-8 with 5620 SAM TS Gold, (3) 7705 SAR-18 TS Gold, (4) 7705 SAR-A with 5620 SAM TS Gold				Included	\$ 12,169.00	\$ 12,351.54	\$ 12,536.81	\$ 12,724.86	\$ 12,915.73	\$ 13,109.47	\$ 13,306.11	\$ 13,505.70	\$ 13,708.29	\$ 13,913.91	\$ 14,122.62	\$ 14,334.46	\$ 14,549.48	\$ 14,767.72	\$ 188,015.70
Nokia/ALU Advance Replacement - Next Business Day for (11) hops 9500 MPR, (3) hops 9500 MPR, (14) 7705 SAR-8 (3) 7705 SAR-18 (4) 7705 SAR-A				Included	\$ 28,442.53	\$ 28,442.53	\$ 28,442.53	\$ 28,442.53	\$ 29,178.45	\$ 29,935.50	\$ 30,715.63	\$ 31,519.50	\$ 32,543.82	\$ 33,397.20	\$ 34,275.06	\$ 35,179.47	\$ 36,111.18	\$ 37,070.98	\$ 443,696.90
Nokia/ALU Field Maintenance - 4 Hour Response provided by Day Wireless for (17) Field Maintenance 4-hr response, (3) Field Maintenance 4-hr response				Included	\$ 56,385.88	\$ 56,385.88	\$ 56,385.88	\$ 56,385.88	\$ 57,271.99	\$ 58,185.05	\$ 59,125.84	\$ 60,093.81	\$ 62,432.83	\$ 63,460.31	\$ 64,518.82	\$ 65,609.26	\$ 66,732.55	\$ 67,888.30	\$ 850,862.28
Nokia/ALU Microwave Network Annual Preventative Maintenance				Included	\$ 47,608.67	\$ 49,036.93	\$ 50,508.03	\$ 52,023.28	\$ 53,583.97	\$ 55,191.49	\$ 56,847.24	\$ 58,552.65	\$ 60,309.23	\$ 62,118.51	\$ 63,982.07	\$ 65,901.53	\$ 67,878.57	\$ 69,914.93	\$ 813,457.11
Antenna System Line Sweeps (10 Trunked Sites and 11 Conventional Antenna Systems). Performed in warranty & once in two year period. 2 sites / day, 1.5 hrs per ant, incl. travel & sweep equipment				\$ 20,493.00	\$ 10,246.50	\$ 10,553.90	\$ 10,870.51	\$ 11,196.63	\$ 11,532.53	\$ 11,878.50	\$ 12,234.86	\$ 12,601.90	\$ 12,979.96	\$ 13,369.36	\$ 13,770.44	\$ 14,183.55	\$ 14,609.06	\$ 15,047.33	\$ 195,568.02
In Building Coverage Maintenance				N/A	\$ 8,000.00	\$ 8,280.00	\$ 8,569.80	\$ 8,869.74	\$ 9,180.18	\$ 9,501.49	\$ 9,834.04	\$ 10,178.23	\$ 10,534.47	\$ 10,903.18	\$ 11,284.79	\$ 11,679.76	\$ 12,088.55	\$ 12,511.65	\$ 141,415.89
DC Power System Maintenance and Annual Preventative Maintenance				N/A	\$ 18,529.44	\$ 19,270.62	\$ 20,041.44	\$ 20,843.10	\$ 21,676.82	\$ 22,543.90	\$ 23,445.65	\$ 24,383.48	\$ 25,358.82	\$ 26,373.17	\$ 27,428.10	\$ 28,525.22	\$ 29,666.23	\$ 30,852.88	\$ 338,938.84
On-Site 7x24x365 4 hour Response (City/County only)				Included	\$ 98,026.00	\$ 99,496.39	\$ 100,988.84	\$ 102,503.67	\$ 104,041.22	\$ 105,601.84	\$ 105,601.84	\$ 105,601.84	\$ 105,601.84	\$ 105,601.84	\$ 105,601.84	\$ 105,601.84	\$ 105,601.84	\$ 105,601.84	\$ 1,455,472.69
Security Update Service (SUS) Anti-Virus				Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
Security Monitoring Service (SMS) with automatic pushes				Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included	Included
<b>Core Consolidation AND Bridge Maintenance Costs:</b>																			
<b>SFIA Subsystem = 1 Prime Site, 2 RF Sites, 1 Dispatch Site</b>																			
*SFIA: Technical Support, Infrastructure Repair w/ Adv Repl, NICE Silver (current maint prgm+6 ops)	\$ 53,787.00	\$ 61,536.75	\$ 63,580.30	\$ 59,920.51	\$ 61,238.76	\$ 62,586.02	\$ 63,962.91	\$ 65,370.09	\$ 66,808.24	\$ 68,278.02	\$ 69,780.13	\$ 71,315.30	\$ 72,884.23	\$ 74,487.69	\$ 76,126.41	\$ 77,801.20	\$ 79,512.82	\$ 81,262.10	\$ 1,230,238.48
SFIA: System Monitoring & Dispatch				\$ 24,075.26	\$ 24,436.79	\$ 24,802.93	\$ 25,174.98	\$ 25,552.60	\$ 25,935.89	\$ 26,324.93	\$ 26,719.80	\$ 27,120.60	\$ 27,527.41	\$ 27,940.32	\$ 28,359.42	\$ 28,784.81	\$ 29,216.59	\$ 29,654.84	\$ 401,627.15
SFIA: On-Site 7x24x365 4 hour Response				\$ 36,556.41	\$ 37,104.76	\$ 37,661.33	\$ 38,226.25	\$ 38,799.64	\$ 39,381.64	\$ 39,972.36	\$ 40,571.95	\$ 41,180.53	\$ 41,798.23	\$ 42,425.21	\$ 43,061.58	\$ 43,707.51	\$ 44,363.12	\$ 45,028.57	\$ 609,839.07
SFIA: Security Update Service (SUS) Anti-Virus				\$ 3,203.85	\$ 3,251.90	\$ 3,300.68	\$ 3,350.19	\$ 3,400.45	\$ 3,451.45	\$ 3,503.22	\$ 3,503.22	\$ 3,503.22	\$ 3,503.22	\$ 3,503.22	\$ 3,503.22	\$ 3,503.22	\$ 3,503.22	\$ 3,503.22	\$ 51,487.54
SFIA: Security Monitoring Service (SMS) with automatic pushes				\$ 2,184.62	\$ 2,217.38	\$ 2,250.65	\$ 2,284.41	\$ 2,318.67	\$ 2,353.45	\$ 2,388.75	\$ 2,388.75	\$ 2,388.75	\$ 2,388.75	\$ 2,388.75	\$ 2,388.75	\$ 2,388.75	\$ 2,388.75	\$ 2,388.75	\$ 35,107.95
*Assumes that the telephone logger is upgraded with the system refresh																			
<b>EWDN, MACH FSA, &amp; 700 I/O Subsystems = 1 Prime Site, 4 A25 RF Sites, 7 HPD Sites</b>																			
EWDN, MACH FSA, & 700 I/O Subsystems = 1 Prime Site, 4 A25 RF Sites, 7 HPD Sites EWDN & 700 I/O: Technical Support, Infrastructure Repair w/ Adv Repl MACH FSA Hardware/Software maintenance & support (\$937K for 18 years)	\$ 228,000.00	\$ 183,775.95	\$ 69,775.95	\$ 69,775.95	\$ 71,869.23	\$ 74,025.31	\$ 76,246.07	\$ 78,533.45	\$ 80,889.45	\$ 83,316.14	\$ 85,815.62	\$ 88,390.09	\$ 91,041.79	\$ 93,773.05	\$ 96,586.24	\$ 99,483.83	\$ 102,468.34	\$ 105,542.39	\$ 1,779,308.85
<b>SF State University Console Maintenance (2)</b>																			
Tech Support, Dispatch, Inf Repair w/ Adv Repl, Network Monitoring, Network Prev Maint, On-site Response (standard)	\$ 8,874.96	\$ 9,008.08	\$ 9,143.21	\$ 9,280.35	\$ 9,419.56	\$ 9,560.85	\$ 9,704.27	\$ 9,849.83	\$ 9,997.58	\$ 10,147.54	\$ 10,299.75	\$ 10,454.25	\$ 10,611.06	\$ 10,770.23	\$ 10,931.78	\$ 11,095.76	\$ 11,262.20	\$ 11,431.13	\$ 181,842.39
<b>UCSF Console Maintenance (4)</b>																			
Tech Support, Dispatch, Inf Repair w/ Adv Repl, Network Monitoring, Network Prev Maint, On-site Response (standard)				\$ 16,013.25	\$ 16,253.45	\$ 16,497.25	\$ 16,744.71	\$ 16,995.88	\$ 17,250.82	\$ 17,509.58	\$ 17,772.22	\$ 18,038.81	\$ 18,309.39	\$ 18,584.03	\$ 18,862.79	\$ 19,145.73	\$ 19,432.92	\$ 19,725.57	\$ 247,410.84
<b>San Francisco Dept of Parking &amp; Traffic (DPT) Console Maintenance (8)</b>																			
Tech Support, Dispatch, Inf Repair w/ Adv Repl, Network Monitoring, Network Prev Maint, On-site Response (standard)	\$ 29,741.00	\$ 30,633.23	\$ 31,552.23	\$ 32,498.79	\$ 33,473.76	\$ 34,477.97	\$ 35,512.31	\$ 36,577.68	\$ 37,675.01	\$ 38,805.26	\$ 39,969.42	\$ 41,168.50	\$ 42,403.55	\$ 43,675.66	\$ 44,985.93	\$ 46,335.51	\$ 47,725.57	\$ 49,157.34	\$ 696,368.72
<b>System Maintenance and Monitoring</b>																			
System Monitoring 7x24 response				Included	\$ 14,447.00	\$ 14,663.71	\$ 14,883.66	\$ 15,106.92	\$ 15,333.52	\$ 15,563.52	\$ 15,563.52	\$ 15,563.52	\$ 15,563.52	\$ 15,563.52	\$ 15,563.52	\$ 15,563.52	\$ 15,563.52	\$ 15,563.52	\$ 214,506.50
<b>Subscriber Maintenance</b>																			
Subscriber Repair Bank (Rolls over every year if not spent)					\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00	\$ 70,000.00

System Maintenance Costs	FY2017-2018	FY2018-2019	FY2019-2020	Year 1 Project Warranty (FY2020- 2021)	Year 2 (FY2021-2022)	Year 3 (FY2022-2023)	Year 4 (FY2023-2024)	Year 5 (FY2024-2025)	Year 6 (FY2025-2026)	Year 7 (FY2026-2027)	Year 8 (FY2027-2028)	Year 9 (FY2028-2029)	Year 10 (FY2029-2030)	Year 11 (FY2030-2031)	Year 12 (FY2031-2032)	Year 13 (FY2032-2033)	Year 14 (FY2033-2034)	Year 15 (FY2034-2035)	Sub Totals
<b>Software Maintenance</b>																			
Software Maintenance addresses bug fixes and mandatory updates - Included in System Refresh program																			
InforEAM Asset Management Annual Hosting for 5 Licenses (\$2,000 ea)				Included	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,600.00	\$ 11,236.00	\$ 11,910.16	\$ 12,624.77	\$ 13,382.26	\$ 14,185.19	\$ 15,036.30	\$ 15,938.48	\$ 16,894.79	\$ 17,908.48	\$ 179,716.43
WAVE Annual Release & Update Service (ARUS)				Included	\$ 32,763.86	\$ 33,746.77	\$ 34,759.18	\$ 35,801.95	\$ 36,876.01	\$ 37,982.29	\$ 39,121.76	\$ 40,295.41	\$ 41,504.27	\$ 42,749.40	\$ 44,031.88	\$ 45,352.84	\$ 46,713.43	\$ 48,114.83	\$ 559,813.88
<b>Annual Totals</b>	\$ 320,402.96	\$ 284,954.02	\$ 174,051.68	\$ 257,988.74	\$ 823,049.67	\$ 837,888.92	\$ 853,072.91	\$ 868,610.19	\$ 886,732.01	\$ 905,309.87	\$ 920,406.61	\$ 935,927.18	\$ 953,424.01	\$ 969,835.39	\$ 986,712.04	\$ 1,004,070.11	\$ 1,021,924.93	\$ 1,040,291.08	\$ 14,044,652.32

**System Upgrade & Refresh Pricing**

System Refresh Costs	FY2017-2018	FY2018-2019	FY2019-2020	Year 1 Project Warranty (FY2020-2021)	Year 2 (FY2021-2022)	Year 3 (FY2022-2023)	Year 4 (FY2023-2024)	Year 5 (FY2024-2025)	Year 6 (FY2025-2026)	Year 7 (FY2026-2027)	Year 8 (FY2027-2028)	Year 9 (FY2028-2029)	Year 10 (FY2029-2030)	Year 11 (FY2030-2031)	Year 12 (FY2031-2032)	Year 13 (FY2032-2033)	Year 14 (FY2033-2034)	Year 15 (FY2034-2035)	Sub Totals
<b>Annualized System Refresh Costs</b> <b>Pricing includes discounts for total contract value</b>																			
Motorola New Infrastructure Hardware, Services & Software Up to one upgrade in 2 year period (SUA2) for New System Core, New Consoles, and New RF Subsystems w/ San Bruno. Includes CCSF NICE Logger.	n/a	n/a	n/a	n/a	\$284,797.82	\$285,527.64	\$286,879.13	\$288,059.22	\$ 289,355.72	\$ 290,787.73	\$ 292,190.60	\$ 293,563.61	\$ 295,050.32	\$ 296,525.51	\$ 298,112.92	\$ 299,975.79	\$ 301,496.89	\$ 303,455.86	\$ 4,105,778.75
CCSF Core Consolidation SUA2 for Motorola Existing Infrastructure Hardware, Services, & Software. Up to one upgrade in 2 year period (SUA2) for 700 I/O, EWDN	n/a	n/a	n/a	n/a	\$ 70,804.56	\$ 70,284.56	\$ 70,342.54	\$ 70,326.53	\$ 70,220.52	\$ 70,114.50	\$ 70,262.48	\$ 70,156.47	\$ 70,050.46	\$ 69,944.44	\$ 70,002.42	\$ 70,060.40	\$ 69,700.40	\$ 69,922.36	\$ 982,192.63
SFIA Core Consolidation SUA2 for Motorola Infrastructure Hardware, Services, & Software. Up to one upgrade in 2 year period (SUA2) for SFIA 700MHz RF, 14 Consoles, 2 AIS, & 2 NM Clients	n/a	n/a	n/a	n/a	\$ 66,483.90	\$ 66,663.90	\$ 66,933.90	\$ 67,113.90	\$ 67,383.90	\$ 67,653.90	\$ 67,833.90	\$ 68,103.90	\$ 68,373.90	\$ 68,643.90	\$ 68,913.90	\$ 69,183.90	\$ 69,543.90	\$ 69,813.90	\$ 952,644.60
SFO NICE Telephone Logger Upgrade Agreement Assumes that the NICE Telephone logger has been upgraded to NRX and the software upgrades to CastleRock and Storage Center were completed.	n/a	n/a	n/a	n/a	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 12,514.75	\$ 175,206.56
DPT Console SUA2 Up to one upgrade in 2 year period (SUA2) for DPT/Muni Rail Consoles	n/a	n/a	n/a	n/a	\$ 29,180.00	\$ 29,909.50	\$ 30,657.24	\$ 31,423.67	\$ 32,209.26	\$ 33,014.49	\$ 33,839.85	\$ 34,685.85	\$ 35,553.00	\$ 36,441.82	\$ 37,352.87	\$ 38,286.69	\$ 39,243.86	\$ 40,224.95	\$ 482,023.04
SF State University Console SUA2 Up to one upgrade in 2 year period (SUA2) for SF State Consoles	n/a	n/a	n/a	n/a	\$ 8,720.00	\$ 8,938.00	\$ 9,161.45	\$ 9,390.49	\$ 9,625.25	\$ 9,865.88	\$ 10,112.53	\$ 10,365.34	\$ 10,624.47	\$ 10,890.09	\$ 11,162.34	\$ 11,441.40	\$ 11,727.43	\$ 12,020.62	\$ 144,045.27
UCSF Console SUA2 Up to one upgrade in 2 year period (SUA2) for UCSF Consoles	n/a	n/a	n/a	n/a	\$ 15,540.00	\$ 15,928.50	\$ 16,326.71	\$ 16,734.88	\$ 17,153.25	\$ 17,582.08	\$ 18,021.64	\$ 18,472.18	\$ 18,933.98	\$ 19,407.33	\$ 19,892.51	\$ 20,389.83	\$ 20,899.57	\$ 21,422.06	\$ 256,704.53
Genesis Maintenance and Services & Software Refresh of GenWatch and GADI products (Hardware not included) 15 year maintenance support and software upgrades once every two years including the services to implement these upgrades for the GenWatch, GADI PUC, and GADI unattended emergency products.	n/a	n/a	n/a	Included	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 41,640.00	\$ 582,960.00
Motorola Trunked Antenna & Line Equipment Refresh Outdoor component (antenna and coax, 10 trunked antenna systems). Up to one Replacement per antenna (as needed) in 15 Yrs.	n/a	n/a	n/a	Included	\$ 22,773.99	\$ 23,457.21	\$ 24,160.93	\$ 24,885.75	\$ 25,632.33	\$ 26,401.30	\$ 27,193.33	\$ 28,009.13	\$ 28,849.41	\$ 29,714.89	\$ 30,606.34	\$ 31,524.53	\$ 32,470.26	\$ 33,444.37	\$ 389,123.76
Radio Site Power System Equipment Refresh DC rectifier/inverter replacement one replacement in 15 years Battery replacement for San Bruno Jail one replacement in 15 years Battery replacement for simulcast site one replacement in 15 years	n/a	n/a	n/a	n/a	\$ 67,864.96	\$ 69,900.91	\$ 71,997.94	\$ 74,157.88	\$ 76,382.61	\$ 78,674.09	\$ 81,034.31	\$ 83,465.34	\$ 85,969.30	\$ 88,548.38	\$ 91,204.83	\$ 93,940.98	\$ 96,759.21	\$ 99,661.98	\$ 1,159,562.72
Nokia/ALU Software Subscription Plan for (11) hops 9500, (3) hops 9500, (14) 7705 SAR-8, (3) 7705 SAR-18, (4) 7705 SAR-A, 5620 SAM, pending hardware support of software	n/a	n/a	n/a	n/a	\$ 45,408.20	\$ 45,408.20	\$ 45,408.20	\$ 45,408.20	\$ 45,431.08	\$ 45,454.65	\$ 45,478.92	\$ 45,503.92	\$ 45,716.34	\$ 45,742.86	\$ 45,770.18	\$ 45,798.32	\$ 45,827.31	\$ 45,857.16	\$ 638,213.53
Nokia/ALU Special Services for On-Site Software Installation, Up to once on-site installation in 2 year period pending hardware support of software	n/a	n/a	n/a	n/a	\$ 64,178.67	\$ 66,105.33	\$ 68,088.00	\$ 70,129.33	\$ 72,234.67	\$ 74,401.33	\$ 76,633.33	\$ 78,933.33	\$ 81,300.00	\$ 83,740.00	\$ 86,252.00	\$ 88,840.00	\$ 91,504.00	\$ 94,249.33	\$ 1,096,589.33
<b>Annual Totals</b>	\$ -	\$ -	\$ -	\$ -	\$ 729,906.85	\$ 736,278.51	\$ 744,110.79	\$ 751,784.59	\$ 759,783.33	\$ 768,104.71	\$ 776,755.64	\$ 785,413.83	\$ 794,575.93	\$ 803,753.97	\$ 813,425.06	\$ 823,596.57	\$ 833,327.57	\$ 844,227.36	\$ 10,965,044.73



# EXHIBIT C: SOFTWARE LICENSE AGREEMENT

PUBLIC SAFETY RADIO REPLACEMENT PROJECT

SEPTEMBER 1, 2016

## 800 MHZ REPLACEMENT PROJECT



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## Exhibit C

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EXHIBIT C

# EXHIBIT C: SOFTWARE LICENSE AGREEMENT

Software License Agreement included on pages that follow.



## Exhibit C

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## **Section 11 LIMITATION OF LIABILITY**

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## **Section 12 NOTICES**

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13.8 SECURITY. Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

