STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology
JPMC Starcom21 Sole Source
CMT2028589

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (the "State") and Vendor. This Contract ("Contract," "contract," "Agreement," or "Primary Agreement"), consisting of the signature page and numbered sections listed below and any attachments referenced in this Contract, constitute the entire Contract between the Parties concerning the subject matter of the Contract, and in signing the Contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the Contract. This Contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the Contract. This Contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to Contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including FORMS B)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
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9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology
JPMC Starcom21 Sole Source
CMT2028589

In consideration of the mutual covenants and agreements contained in this Contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this Contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS
CONTRACT

Department of Innovation and Technology
JPMC Starcom21 Sole Source
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VENDOR

Vendor Name: Motorola Solutions, Inc.	Address (Street/City/State/Zip): 500 West Monroe Chicago, IL 60661
Signature:	Phone: (847) 989-0639
Printed Name: Chris Lonnett	Fax:
Title: Regional Vice President	ALL NOTICES TO: Email: jeff.stowasser@motorolasolutions.com
Date: 6/14/2023	

STATE OF ILLINOIS

Procuring Agency or University: Department of Innovation and Technology	Phone:
Street Address: 120 W. Jefferson Street	Fax:
City, State ZIP: Springfield, IL 62702	ALL NOTICES TO: Email: DoIT.PSVM@Illinois.gov and DoIT.GeneralCounsel@Illinois.gov
Official Signature: Digitally signed by Sanjay Date: 2023.06.23 15:26:48 -05'00'	Date:
Printed Name: Sanjay Gupta	
Official's Title: Secretary	
Legal Signature:	Date: 06/23/2023
Legal Printed Name: Margaret van Dijk	
Legal's Title: General Counsel	
Fiscal Signature:	Date: 06/23/2023
Fiscal's Printed Name: Mary Feagans	
Fiscal's Title: Chief Fiscal Officer	

Updated language reviewed as to legal clause sufficiency: WAW 6/23/23

Reviewed as to legal clause sufficiency: WAW 6/15/23

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: R-123756 / P-37172
- Project Title: JPMC Starcom21 Sole Source
- Contract #: CMT2028589
- Procurement Method (IFB, RFP, Small Purchase, etc.): Sole Source
- IPB Reference #: B-28589
- IPB Publication Date:
- Award Code:
- Subcontractor Utilization? ☐ Yes ☐No Subcontractor Disclosure? ☐ Yes ☐No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? ☐ Yes ☐No
  Percentage:
- Minority Owned Business? ☐ Yes ☐No
  Percentage:
- Women Owned Business? ☐ Yes ☐No
  Percentage:
- Persons with Disabilities Owned Business? ☐ Yes ☐No Percentage:
- Veteran Owned Small Business? ☐ Yes ☐No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED: The Illinois Department of Innovation and Technology ("DoIT" or "Agency" or "State") is executing a joint purchase master contract (JPMC) for a statewide, leased, trunked, digital voice mobile radio system, hereinafter referred to as the "System," the "Network," the "Infrastructure," the "STARCOM21 Network" or the "STARCOM21 System" as further described in the attached Service Requirements:

Attachment A – Vendor Supplemental Terms and Conditions

Attachment A1 - Subscription Software Addendum

Attachment A2 - Mobile Video Addendum

Attachment B – Vendor Software License Agreement

Attachment C - Starcom21 Services

Attachment D - Lifecycle Management

Attachment E - Service Level Agreements

Attachment F - System Requirements and Administration

Attachment G - Cybersecurity

Attachment H - Business Continuity / Disaster Recovery

Attachment I - Governance

Attachment J - Transition Services

Attachment K - Pricing

Attachment L - Definitions

State of Illinois Security Requirements

Updated language reviewed as to legal clause sufficiency: WAW 6/23/23

All purchases for services under this contract will be required to have a Statement of Work between the customer and the vendor where applicable. In all instances where a Statement of Work is not required, services will be outlined and described in a vendor quote. All services purchased will be outlined in the Statement of Work or quote identifying all work to be received or delivered.

BB For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

☐ If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

1.2. MILESTONES AND DELIVERABLES: N/A

Updated language reviewed as to legal clause sufficiency: WAW 6/23/23

1.3. VENDOR / STAFF SPECIFICATIONS: See attached Service Requirements as described above in section 1.1.

1.4. TRANSPORTATION AND DELIVERY: "Ship To" Information will be specified on each individual order.

1.5. SUBCONTRACTING

1.5.1. Will subcontractors be utilized? ☐ Yes ☒ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $ 50,000 must include Standard Illinois Certifications completed by the subcontractor.

1.5.2. Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the Contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

1.6. SUCCESSOR VENDOR

☐ Yes ☒ No This Contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then Vendor certifies:

(i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the Contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this Contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the Contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of Contract if Vendor shifts any such work outside the United States.

- Location where services will be performed: State of Illinois

  Value of services performed at this location: 100%

2. PRICING

2.1 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the Contract value is firm or estimated at the time it is submitted for obligation. The total value of this Contract is estimated.

2.2 EXPENSES ALLOWED: Expenses are not allowed.

2.3 DISCOUNT: The State may receive a N/A % discount for payment within N/A days of receipt of correct invoice.

2.4 VENDOR'S PRICING: Attach additional pages if necessary.

2.4.1. See vendor attachment K

● For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed Pricing.

☐ If checked, see the attached BidBuy Purchase Order for Vendor's Price for the Initial Term.

2.4.2. Renewal Compensation: If the Contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

2.4.2.1 Agency Formula for Determining Renewal Compensation: N/A.

2.4.2.2 Vendor's Price for Renewal(s): N/A.

2.5 MAXIMUM AMOUNT: N/A

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has a term of ten (10) years and shall commence upon the last dated signature of the Parties.

BB For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed term.

☐ If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

3.1.1 In no event will the total term of the Contract, including the initial term, any renewal terms and any extensions, exceed 10 years pursuant to 30 ILCS 500/20-60.

3.1.2 Vendor shall not commence billable work in furtherance of the Contract prior to final execution of the Contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: There are no renewal options.

3.3 TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to Vendor if: (a) the State determines that the actions or inactions of Vendor, its agents, employees, or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) Vendor has notified the State that it is unable or unwilling to perform the Contract.

If Vendor fails to perform any material requirement of this Contract in accordance with the specifications stated herein or as stated in any attached documentation made part of the Agreement, is in violation of a material provision of this Contract, or the State determines that Vendor lacks the financial resources to perform the Contract, the State shall provide written notice to Vendor to cure the problem identified within the reasonable period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the Contract without additional written notice or (b) enforce the terms and conditions of the Contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with ninety (90) days' prior written notice to Vendor, terminate this Contract in whole or in part and without payment of any penalty or incurring any further obligation to Vendor.

Upon submission of invoices and proof of claim, Vendor shall be entitled to compensation for supplies and services provided in compliance with this Contract up to and including the date of termination. To exercise this right, State must provide to Vendor written notice at least ninety (90) days in advance of the effective date of the termination or suspension. The notice must explicitly state the effective date of the termination and whether the contract termination is in whole or in part, and if in part, which part is being terminated. If the State exercises this right to terminate, it does not relieve the State of its obligation to pay Vendor for the portion of the services provided, on or before the effective date of the termination.

3.5 OTHER TERMINATION: The State may also terminate, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

3.6 **SUSPENSION:** The State may also suspend, in whole or in part, this Contract without advance notice pursuant to Section 3.7.

3.7 **AVAILABILITY OF APPROPRIATION:** This Contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this Contract, in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor or the Agency reserves funds, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations or available funds for payment. Vendor will be notified in writing as soon as practicable of the failure of appropriation or of a reduction or decrease and the Agency's election to terminate or suspend, in whole or in part, as soon as practicable. Any suspension or termination pursuant to this section will be effective upon the date of the written notice unless otherwise indicated.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Payments and Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act, the Illinois State Finance Act, and rules when applicable. 30 ILCS 540; 30 ILCS 105/1; 74 III. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to Vendor under the Contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this Contract by the Parties even if the effective date of the Contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the Contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor and are available on the Illinois Department of Labor's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor at 217-782-6206 or (*http://www.state.il.us/agency/idol/index.htm*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This Contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall invoice monthly for Services unless invoicing is tied in this Contract to milestones, deliverables, or other invoicing requirements agreed to in this Contract. For any Infrastructure purchased during the Term of this Contract, Vendor shall invoice upon shipment of the Infrastructure. Fees for Connectivity Services, including applicable Regulatory Cost Recovery Fees (except as exempt by law), will be invoiced as of the provisioning date, as determined by Vendor, unless another payment schedule or milestones are set forth in the

Contract or applicable Statement of Work. State shall pay invoices from Vendor for the Connectivity Services covered by this Contract in accordance with the invoice payment terms set forth herein. Invoices for Connectivity Services may include charges billed by third party providers.

4.1.6.2 Vendor shall not bill for any taxes or regulatory fees, including Regulatory Cost Recovery Fees, unless accompanied by proof that the State is subject to the tax or fee. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information. To the extent that Connectivity is purchased and unless otherwise specified, prices for Connectivity do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Vendor is required to collect such regulatory charges or contributions from State (collectively, "Taxes"), or any fees or charges to offset costs Vendor incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Vendor by governmental entities or collected from Vendor by third parties, which are not Taxes or charges that government mandates be recovered from State but that Vendor is permitted to recover from State either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be invoiced to the State, except as exempt by law, unless otherwise specified in a Statement of Work. If Vendor is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, State will be invoiced by Vendor for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor. As a part of this process the Sate will furbish applicable tax-exemption certificates and Vendor will supply a letter of explanation as to the State's responsibility to pay the taxes or fees in question. Any relevant payments shall be made in accordance with the payment terms of this Agreement.. Vendor will be solely responsible for reporting Taxes on its income and net worth.

4.1.6.3 Vendor shall invoice on a per order basis

Send invoices to:

Agency:	See "Bill To" on each order
Attn:	See "Bill To" on each order
Address:	See "Bill To" on each order
City, State Zip	See "Bill To" on each order

☐ See attached BidBuy Purchase Order

BB For procurements conducted in BidBuy, the Agency may include in this Contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This Contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are specifically hired to perform all or part of the work covered by the Contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this Contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this Contract. All subcontracts must include the same certifications that Vendor must make as a condition of this Contract. Vendor shall include in each subcontract the Standard Illinois Certifications form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of the Contract or subcontract and necessary to support amounts charged to the State pursuant the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by Vendor for a period of three (3) years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay Contract costs, Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this Contract or any subcontract for which adequate books and records are not available to support the purported disbursement. Vendor or subcontractors shall not impose a charge for audit or examination of Vendor's or subcontractors' books and records. 30 ILCS 500/20-65. Vendor and its subcontractors shall upon reasonable notice appear before and respond to requests for information from the Illinois Works Review Panel. 30 ILCS 559/20-25(d).

4.5 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this Contract. Vendor shall continue to perform its obligations while any dispute concerning the Contract is being resolved unless otherwise directed by the State.

4.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the Contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this Contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this Contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this Contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140), shall be considered public. Unless otherwise agreed by the Parties, and then only upon receipt of the State's prior written consent, Vendor and its subcontractors shall not access or attain any personally identifiable information or sensitive information on or from the State's systems, and Vendor agrees that any such information is the confidential information of the State. In any event, Vendor shall implement and maintain reasonable security measures to protect any and all data, information, and records disclosed by the State under this Contract from unauthorized access, acquisition, destruction, use, modification, or disclosure. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the Contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in a non-proprietary, readily usable format, promptly at the end of the Contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: No work for hire is contemplated under this Agreement.

4.10 INDEMNIFICATION AND LIABILITY: Vendor shall indemnify and hold harmless the State, its agencies, officers, and employees, agents, and volunteers from any and all costs, demands, expenses, losses, third-party claims, damages, liabilities, settlements, and judgments, including reasonable in-house and Contracted attorneys' fees and expenses ("Claim"), related to: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants, or agreements included by reference in this Contract; (b) any actual or alleged death or injury to any person, direct damage to any real or personal property, or similar damages claimed to result in whole or in part from Vendor's negligent performance under this Contract; (c) any negligent act, activity, or omission of Vendor or any of its employees, representatives, subcontractors, or agents; or (d) Infringement Claim as described in Section 6 of the Vendor Supplemental Terms and Conditions, Attachment A. Vendor shall also defend (subject to the consent of the Office of the Attorney General ("OAG") the State against any and all third-party claims for personal injury, death, or direct damage to tangible property related to this Contract to the extent it is caused from Vendor's negligent performance under the Contract. If such consent is not obtained from the OAG in a reasonable time to allow Vendor to provide a defense, Vendor will not be penalized or considered in breach. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Vendor's indemnification obligations

described in this Section 4.10 are conditioned upon: (a) in the event where Vendor has not received notice or does not have a reasonable expectation of knowing or a claim or infringement, the State notifying Vendor as soon as practicable in writing of the Claim; (b) Vendor having sole control, subject to the OAG, of the defense of the suit and all negotiations for its settlement or compromise with State consent; and (c) State cooperating with Vendor and, upon Vendor request, providing reasonable assistance in the defense. Neither Party shall be liable for indirect, special, consequential, or punitive damages.

4.10.1 DATA BREACH PREVENTION, NOTICE, AND REMEDIATION: Vendor shall maintain the security, storage, and integrity of the State's content and data, and to the extent applicable State computers, networks and systems in the Starcom21 System (which may include the use of encryption technology to protect the State's content and data from unauthorized access). To the extent that Vendor experiences or causes a credible information "Breach" or security incident that negatively impacts the State's data and content, and to the applicable its computers, systems, or networks, Vendor shall promptly notify the State and perform a root cause analysis of such information breach or security incident within a reasonable time. Vendor will use best reasonable efforts to promptly remedy any such breach or incident so caused by Vendor's negligence, and to mitigate or to the extent reasonable prevent any further breach or incident, at Vendor's expense, in accordance with applicable privacy rights, laws, regulations, policies, and standards, including but not limited to the Illinois Personal Information Protection Act (815 ILCS 530). Vendor shall reimburse the State for reasonable costs incurred by the State in responding to, and mitigating damages caused by any breach or security incident as described in this section, including all costs of notice and/or remediation.

4.10.2 DATA LOSS AND DAMAGE: Vendor shall adhere to all indemnification and liability obligations stated in this Contract and will remain liable to the extent applicable where any damage or impairment to the State's computers, systems, and networks, for any loss or corruption of the State's data or content is due to Vendor's negligent or intentional harmful acts and omissions. Further, Vendor shall reimburse the State for reasonable costs incurred by the State in restoring such data, or content and to the extent applicable any computers, systems, or networks.

4.11 INSURANCE: Vendor shall, at all times during the term of this Contract and any renewals or extensions, maintain and provide a Certificate of Insurance including the State as an additional insured as their interests may appear for all required insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of $1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this Contract to perform any work under this Contract. Vendor shall give notice immediately

to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this Contract.

4.14 COMPLIANCE WITH THE LAW: Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this Contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this Contract.

4.15 BACKGROUND CHECK: Vendor affirms that it checks the criminal records of all selected applicants for employment as well as Vendor employees and employees of contractors for felony convictions and misdemeanor convictions involving a violent act or threat of violence within five (5) years prior to employment, where permitted by law.

Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendors and subcontractors, officers, employees, or agents performing services on State owned, leased, or controlled property. Vendor or subcontractor shall reassign immediately any such individual who, in the reasonable opinion of the State, does not pass the background checks. The background checks shall be in compliance with all federal and State laws. The State further agrees as follows:

- Use of the information collected will be for the specific purpose of facilitating a background check;
- All information collected will be treated as confidential;
- The State will limit access to the information received and will properly store it in a reasonably secure manner;
- The State will promptly dispose in an appropriate manner all collected information when the purpose for which it was originally collected is no longer valid; and
- State must provide notice and consent forms. Vendor's and subcontractor's officers, employees, or agents performing services on state owned, leased, or controlled property not consenting shall be reassigned.

However, in no event can Vendor agree to waive the rights of its employees, nor can Vendor provide the State with any information protected by law, including but not limited to Vendor's background check data.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This Contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this Contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this Contract. The State of Illinois does not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5) by entering into this Contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this Contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title, and interest in and to the claim or cause of action.

4.18 CONTRACTUAL AUTHORITY: The Agency that signs this Contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this Contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master Contract on behalf of State agencies, only the Agency that places an order or orders with Vendor shall have any liability to Vendor for that order or orders.

4.19 EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a Contract with a State agency if that business or any member of the unitary business group is an expatriated entity

4.20 NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery or via courier (UPS, Federal Express, or other similar and reliable carrier). Notices shall be sent to the individuals who signed this Contract using the contact information provided with the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 MODIFICATIONS AND SURVIVAL: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and Vendor's terms, conditions, and attachments, the State's terms, conditions, and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the Contract. The State may consider Vendor's performance under this Contract and compliance with law and rule to determine whether to continue the Contract, suspend Vendor from doing future business with

the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This Contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act ("FOIA") (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this Contract.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor Equipment warranties are described in Section 5 of Attachment A Vendor Supplemental Terms and Conditions.

4.25.2. Vendor shall ensure that all applicable manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies. Vendor warrants that all services will be performed to meet the written requirements of this Contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this Contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this Contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

4.28 SUPPLEMENTAL TERMS: Notwithstanding any provision to the contrary in Vendor's supplemental terms and conditions, or in any licensing agreement attached hereto:

4.28.1 The procuring Agency and the State do not waive sovereign immunity (including all rights provided in the State Lawsuit Immunity Act, 745 ILCS 5);

4.28.2 The procuring Agency and the State do not consent to be governed by the laws of any state other than Illinois;

4.28.3 The procuring Agency and the State do not consent to be represented in any legal proceeding by any person or entity other than the Illinois Attorney General or his or her designee;

4.28.4 The procuring Agency and the State shall not be bound by the terms and conditions contained in any click-wrap agreement, click-wrap license, click-through agreement, click-through license, end

user license agreement, or any other agreement or license contained or referenced in the software or any quote provided by Vendor, except as attached to this Contract.

4.28.5 The procuring Agency and the State shall not indemnify Vendor or its subcontractors (including any equipment manufacturers or software companies);

4.28.6 Vendor shall indemnify the procuring Agency and State pursuant to the terms and conditions of the Indemnification and Liability clause of this Contract;

4.28.7 Vendor's liability shall be governed by the terms and conditions contained in this Agreement; and

4.28.8 Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587.

4.28.9 For the avoidance of doubt, reference to Illinois Statutes are intended to govern the actions of State Customers or any entity that is specifically governed under the laws of Illinois.

4.29 SECURITY REQUIREMENTS: The State of Illinois has specific security requirements for information and systems. Vendor must ensure these requirements are fully understood and allocate sufficient project time and resources to address the security requirements.

If not specifically addressed in other Vendor Information Technology Requirements, Vendor must adhere to State of Illinois and Illinois Department of Innovation & Technology technology and security Policies, Procedures, and Standards. https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx which are aligned with the Federal Bureau of Investigations (FBI) Criminal Justice Information Services ("CJIS") Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance.

Exceptions to this requirement must be approved by the Illinois Department of Innovation & Technology, Division of Information Security.

The State of Illinois is required to comply with the below laws, standards, and regulations. Vendors must ensure compliance with the below as appropriate.

- Illinois Identity Protection Act (5 ILCS 179)
- Illinois Personal Information Protection Act (815 ILCS 530)
- The Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99)
- Federal Bureau of Investigations Criminal Justice Information Services ("CJIS") Security Policy, version 5.5, issued June 26, 2016
- Federal Centers for Medicare & Medicaid Services ("CMS") MARS-E Document Suite, Version 2.0 Catalog of Minimum Acceptable Risk Security and Privacy Controls for Exchanges November 10, 2015.

- Federal Centers for Medicare & Medicaid Services Information Security Acceptable Risk Safeguards (“ARS”) CMS Minimum Security Requirements Version 2.0 September 20, 2013.

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1.1 "Chief Procurement Officer" means the chief procurement officer appointed pursuant to30 ILCS 500/10-20(a)(4).

5.1.2 "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, ICN Constituents, and any public authority in Illinois which has the power to tax or any other public entity created by Illinois statute.

5.1.3 "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

PREVAILING WAGE ACT: This Contract calls for the construction of a "public work", within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Prevailing Wage Act"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

PREVAILING WAGE ACT: This Contract is a service contract subject to the prevailing wage requirements of the Illinois Procurement Code, 30 ILCS 500/25-60 (the "Code"). The Prevailing Wage Act requires vendors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current "prevailing rate of wages" (hourly cash wages plus amount for fringe benefits) in the county where the work is performed. The Code requires vendors that are awarded certain service contracts to pay service workers no less than the general prevailing wage rates of hourly wages (hourly cash wages plus amount for

fringe benefits) in the county where the work is performed. The Illinois Department of Labor publishes the prevailing wage rates on its website at http://labor.illinois.gov. The Illinois Department of Labor revises the prevailing wage rates, and Vendor and any subcontractors have an obligation to check the Illinois Department of Labor's website for revisions to prevailing wage rates. Please refer to the Illinois Department of Labor's website. Vendor and any subcontractors rendering services under this Contract must comply with all requirements of the Prevailing Wage Act and Code, including but not limited to, all wage requirements and notice and record keeping duties.

☐ EMPLOYMENT OF ILLINOIS WORKERS ON PUBLIC WORKS: In a period of excessive unemployment rates, State vendors (1) constructing or building any public works or (2) cleaning-up and disposing on-site of hazardous waste, and that clean-up or on-site disposal is funded or financed in whole or in part with State funds or funds administered by the State, are required to employ at least 90% Illinois laborers on such project. For projects involving clean-up and on-site disposal of hazardous waste, emergency response or immediate removal activities are excluded. This requirement applies to all labor whether skilled, semi-skilled, or unskilled, whether manual or non-manual.

A period of excessive unemployment rates is defined as any month immediately following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures.

Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of this requirement, to the extent permitted by any applicable federal law or regulation. 30 ILCS 570.

Vendors may receive an exception from this requirement by submitting a request and supporting documents certifying that Illinois laborers are either not available or are incapable of performing the particular type of work involved. The certification must: (a) be submitted to the Agency within the first quarter of the Contract term; (b) provide sufficient support that demonstrates the exception is met; (c) be signed by an authorized signatory of Vendor; and (d) be approved by the Agency.

☐ ILLINOIS WORKS JOBS PROGRAM ACT (30 ILCS 559/20-1 et seq.): For a contract that utilizes appropriated capital funds in whole or in part, involves the construction of a public work, and has with an estimated total project cost of $500,000 or more, Vendor must comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules. The "estimated total project cost" is a good faith approximation of the costs of the entire project. The goal of the Illinois Apprenticeship Initiative is that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less. Vendor may seek from the Department of Commerce and Economic Opportunity ("DCEO") a waiver or reduction of this goal in certain circumstances pursuant to 30 ILCS 559/20-20(b). Vendor must ensure compliance for the life of the entire project, including during the term of the Contract and after the term ends, if applicable, and will be required to report on and certify its compliance.

☒ Agency Specific Terms and Conditions

5.1.4 The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.1.5 Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.1.6 The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.1.7 Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.1.8 The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

Updated language reviewed as to legal clause sufficiency: WAW 6/23/23

5.1.9 Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.1.10 All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

5.2. VENDOR SUPPLEMENTAL PROVISIONS

Attachment A – Vendor Supplemental Terms and Conditions

Attachment A1 - Subscription Software Addendum

Attachment A2 - Mobile Video Addendum

Attachment B – Vendor Software License Agreement

Attachment C - Starcom21 Services

Attachment D - Lifecycle Management

Attachment E - Service Level Agreements

Attachment F - System Requirements and Administration

Attachment G - Cybersecurity

Attachment H - Business Continuity / Disaster Recovery

Attachment I - Governance

Attachment J - Transition Services

Attachment K - Pricing

Attachment L - Definitions

Attachment A – Vendor Supplemental Terms and Conditions

Section 1 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

1. "**Equipment**" means the equipment that the State purchases from Vendor under this contract or previously made part of the STARCOM21 radio communications system.

1.2 INTENTIONALLY LEFT BLANK

1.3 "**Vendor Software**" means Software that Vendor or its affiliated company owns. For purposes of this Agreement, Vendor Software also means Licensed Software.

1.4 “**Non-Vendor Software**” means Software owned by a third party other than Motorola or a Motorola affiliated company.

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

1.6 “**Software**” means the Vendor Software and Non-Vendor Software, in object code format that is furnished with the System or Equipment.

1.7 “**Specifications**” means the functionality and performance requirements that are described in the contract documents.

1.8 “**System**” means the Equipment, Software, and incidental hardware and materials that are combined together into an integrated system; the System is described in the contract documents.

Section 2 CHANGE ORDERS

Either party may request changes within the general scope of this contract. all Change Requests are subject to internal Customer and Seller approvals and the requirement and limitations of State of Illinois law, rule, and regulation, including but not limited to the Illinois Procurement Code. 30 ILCS 500. Neither party is obligated to perform requested changes unless both parties execute a written change order.

Section 3 SOFTWARE

3.1 VENDOR SOFTWARE. Any Vendor Software, including subsequent releases, is licensed to the State solely in accordance with the Vendor Software License Agreement.

3.2 NON-VENDOR SOFTWARE. Vendor makes no representations or warranties of any kind regarding Non-Vendor Software.

3.3 VENDOR SOFTWARE WARRANTY. Unless otherwise stated in the Vendor Software License Agreement, during the warranty period, Vendor warrants the Vendor Software in accordance with the terms of the Vendor Software License Agreement and the provisions of this contract that are applicable to the Vendor Software.

Section 4 TITLE AND RISK OF LOSS

Title to the Equipment will pass to the State upon shipment. Title to Software will not pass to the State at any time. Risk of loss will pass to the State upon delivery of the Equipment to the State. To the extent applicable, acceptance of a delivery will be defined in an SOW or Order.

Section 5 WARRANTY AND DISCLAIMER OF WARRANTIES

Vendor warrants the Vendor manufactured Infrastructure Equipment (“Product”) delivered by Vendor, and the installation of any Infrastructure Equipment accomplished by Vendor, under the Contract shall be warrantied by Vendor, against material defects in material and workmanship under normal use and service for a period of two (2) years from the date of shipment unless otherwise extended. Vendor, at its option,

will at no charge either repair the Product (with new or reconditioned parts) replace it with the same or equivalent Product (using new or reconditioned Product), or refund the purchase price of the Product during the warranty period provided purchaser notifies Vendor according to the terms of this warranty. Vendor shall be responsible for parts, labor, and shipping costs, for warranty repair and/or replacement of all defective User Product installed by Vendor. Vendor shall accomplish all warranty repairs or replacements at the site where such faulty/failed equipment is located.

Repaired or replaced Product is warranted for the balance of the original applicable warranty period. All replaced parts of the Product shall become the property of Vendor. This express limited warranty is extended by Vendor to the Customer purchasing the Product for purposes of leasing or for commercial, industrial, or governmental use only, and is not assignable or transferable to any other party. For clarification, this warranty may be extended by the State to State agencies. This is the complete warranty for the Product manufactured by Vendor. Vendor assumes no obligations or liability for additions or modifications to this warranty unless made in writing and signed by an officer of Vendor.

Vendor does not warranty any ancillary equipment not furnished by Vendor which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment, and all such equipment is expressly excluded from this warranty. Under **Attachment A – Section 5** only, Vendor disclaims liability for range, coverage, or operation of the system as a whole under this warranty.

At the State's request and expense, Vendor shall provide the State an extended warranty program for all newly purchased Product described and delivered under the Contract. This extended warranty program shall continue the same level of service provided by Vendor under the same terms set forth above on an annually renewable basis, for each year after the initial warranty period expires, through the entire Contract Term.

Upon expiration of the Software Maintenance warranty period Motorola Solutions, upon request, can offer Software Maintenance or Upgrade agreements per **Attachment K – Pricing**, **Section 3**.

WHAT THIS WARRANTY DOES NOT COVER:

A. Defects or damage resulting from use of the Product in other than its normal and customary manner.
B. Defects or damage from misuse, accident, water, or neglect that occur from use of the Product outside of its documented specifications.
C. Defects or damage from improper testing, operation, maintenance, installation, alteration, modification, or adjustment.
D. Breakage or damage to antennas unless caused directly by defects in material workmanship.
E. A Product subjected to unauthorized Product modifications, disassembles or repairs (including, without limitation, the addition to the Product of non-Vendor supplied equipment) which adversely affect performance of the Product or interfere with Motorola Solutions' normal warranty inspection and testing of the Product to verify any warranty claim.
F. Product which has had the serial number removed or made illegible.
G. Batteries (they carry their own separate limited warranty).

This warranty sets forth the full extent of Motorola Solutions' responsibilities regarding the Product. Repair, replacement or refund of the purchase price, at Motorola Solutions' option, is the exclusive remedy. THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER EXPRESS WARRANTIES. Vendor DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR CONDITIONS

OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE FULL EXTENT SUCH MAY BE DISCLAIMED BY LAW.

THE WARRANTIES SET FORTH IN THE CONTRACT DOCUMENTS ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOLUTIONS' SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. Vendor DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 6 INFRINGEMENT CLAIM INDEMNIFICATION

1. Vendor will defend at its expense any suit brought against the State to the extent it is based on a third-party claim alleging that the Equipment manufactured by Vendor or the Vendor Software ("Vendor Product") infringes a United States patent, trademark, copyright ("Infringement Claim"). The State will notify Vendor as soon as practicable in writing of the Infringement Claim; allow and except to the extent that the State OAG's cooperation and approval is required, Vendor shall have sole control of the defense of the suit and all negotiations for its settlement or compromise; and provide Vendor with reasonable cooperation. In addition to Vendor's obligation to defend, and subject to the same conditions, Vendor will pay all damages awarded against the State by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Vendor in settlement of an Infringement Claim. If Vendor, after receiving notice of any Infringement Claim, fails to assume the defense of such Infringement Claim within twenty 20 days of being notified of the Infringement Claim, the State may (without further notice to Vendor) retain counsel and undertake the defense, compromise or settlement of such claim or action at the expense of Vendor, subject to the right of Vendor to assume the defense of such Infringement Claim at any time prior to settlement, compromise or final determination thereof. The cost and expense of counsel retained by the State in these circumstances shall be borne by Vendor and Vendor shall be bound by, and shall pay the amount of any settlement, compromise, final determination or judgment reached while the State was represented by counsel retained by the State pursuant to this paragraph, or while Vendor was conducting the defense.

2. If an Infringement Claim occurs, or is likely to occur, Vendor will at its option and expense: (a) procure for the State the right to continue using the Vendor Product; (b) replace or modify the Vendor Product so that it becomes non- infringing while providing functionally equivalent performance; or (c) accept the return of the Vendor Product and grant the State a credit for the Vendor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

3. Vendor will have no duty to defend or indemnify for any Infringement Claim that is solely based upon: (a) Customer's combination of the Vendor Product with any software, apparatus or device not furnished by or approved in writing by Vendor where the infringement would not have occurred but for the combination; (b) Vendor Product designed or manufactured solely in accordance with the Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without the Customer's designs, specifications, guidelines or instructions; (c) a modification of the Vendor Product by a party other than Vendor unless such modification was approved in writing by Vendor; or (d) the failure by the State to install an enhancement release to the Vendor Software that is intended to correct the claimed infringement where such enhancement release is provided to the State with written notice that such enhancement release is necessary to correct a claimed infringement

4. Reserved.

Section 7 LIMITATION OF LIABILITY

Except for damages to persons (including death) or property, losses resulting from fraud, gross negligence, willful misconduct (including intentional breach of the agreement), willful misrepresentation, or by Vendor, its employees, agents and subcontractors, the parties' total liability, whether for breach of contract, indemnification, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the fees invoiced to the State plus credits under this Agreement during the 18 months prior to the claim except for equipment related claims which will not exceed the price of Infrastructure Equipment purchased under this contract. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY VENDOR PURSUANT TO THIS AGREEMENT. STATE FURTHER ACKNOWLEDGES AND UNDERSTANDS THAT IT: (1) HAS NO CONTRACTUAL RELATIONSHIP WITH VENDOR'S UNDERLYING WIRELESS SERVICE CARRIER(S) OR ITS AFFILIATES AND SUBCONTRACTORS; (2) IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN VENDOR AND THE UNDERLYING CARRIER(S); (3) THAT THE UNDERLYING CARRIER(S) HAS NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO STATE ; AND (4) THAT DATA TRANSMISSIONS AND MESSAGES MAY BE DELAYED, DELETED OR NOT DELIVERED, AND 911 OR SIMILAR EMERGENCY CALLS MAY NOT BE COMPLETED. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision.

Section 8 ACCEPTANCE, INSPECTION, AND REJECTION

Upon delivery of the Infrastructure Equipment to the delivery location, the State will inspect the Infrastructure Equipment to determine that no visual damage has occurred during shipment and will run such tests at it determines reasonable to test the functionality of the delivered Infrastructure Equipment. If the State deems the Infrastructure Equipment acceptable, the State shall acknowledge acceptance of delivery to the State. If all or a portion of the Equipment deemed unacceptable to the State, the State shall provide Notice to Vendor within seven (7) business days after the Infrastructure Equipment is delivered. Vendor will promptly replace Infrastructure Equipment deemed to be unacceptable by the State. If the State does not provide such notice within 7 days, the Infrastructure Equipment will be deemed accepted by the State. Infrastructure Equipment rejected pursuant to this Section shall be shipped back to Vendor at Vendor's expense.

Section 9 SURVIVAL

SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.1 (Vendor Software); Section 3.2 (Non-Vendor Software); Subsection 5 (Disclaimer of Implied Warranties); and Section 7 (Limitation of Liability). Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

Subscription Software Addendum

This Subscription Software Addendum (this "**SSA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and the State of Illinois Department of Innovation and Technology ("**Customer**"), and will be subject to, and governed by, the terms of the State of Illinois Contract No. CMT202859 entered into between the Parties, effective as of June 26, 2023 (the "**Contract**" or "**Primary Agreement**"). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Contract.

1. Addendum. This SSA governs Customer's purchase of Subscription Software as defined below, and, if set forth in a Motorola quote, related Services, from Motorola, and will form part of the Parties' Agreement. Additional Subscription Software-specific Addenda or other terms and conditions may apply to certain Subscription Software, where such terms are provided or presented to Customer.

2. Delivery of Subscription Software.

2.1. Subscription Software. Subscription Software means license cloud-based software as a service products and other software which is either preinstalled on hardware provided by Motorola ("Equipment") or installed on certain components, including equipment and software, not provided by Motorola but owned by Customer and may be required for use of the Motorola provided Services ("Customer-Provided Equipment") and licensed to Customer by Motorola on a subscription basis.

2.2. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in a quote or Statement of Work, in accordance with the terms of the Primary Agreement. Motorola will provide Customer advance notice (which may be provided electronically) of any planned downtime. Delivery will occur upon Customer's receipt of credentials required for access to the Subscription Software or upon Motorola otherwise providing access to the Subscription Software. If agreed upon in writing, Motorola will also provide Services related to such Subscription Software.

2.3. Modifications. In addition to other rights to modify the Products and Services set forth in the Contract, Motorola may modify the Subscription Software, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Statement of Work) is not materially degraded. Documentation for the Subscription Software may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.

2.4. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software. Customer agrees and acknowledges that such administrative user credentials are to be accessed and used only by Customer's employees with training on their proper use. Customer will protect, and will cause its Authorized Users to protect, the confidentiality and security of all user credentials, including any administrative user credentials, and maintain user credential validity, including by updating passwords. Customer agrees and acknowledges that it is responsible for its use of the Subscription Software through such user credential (including through any administrative user credentials), any issues arising from its use thereof. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Software through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will, subject to prior approvals and the Illinois Procurement code, be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms of the Agreement.

3. Subscription Software License and Restrictions.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with the Agreement, including payment terms, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Subscription Software identified in a Motorola quote or Statement of Work, and the associated Documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in a writing (if applicable) and will continue for the applicable Subscription Term. Customer may access and use the Subscription Software only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that Authorized Users using authorized mobile or handheld devices may also log into and access the Subscription Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation and the copyright laws of the United States and all other relevant jurisdictions (including the copyright laws where Customer uses the Subscription Software) in connection with their use of the Subscription Software. Customer will not, and will not allow others including the Authorized Users, to make the Subscription Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; knowingly reverse engineer, disassemble, or reprogram software used to provide the Subscription Software or any portion thereof to a human-readable form; knowingly modify, create derivative works of, or merge the Subscription Software or software used to provide the Subscription Software with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; knowingly take any action that would cause the Subscription Software, software used to provide the Subscription Software, or Documentation to be placed in the public domain; use the Subscription Software to compete with Motorola; knowingly remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to knowingly store or transmit malicious code; or knowingly attempt to gain unauthorized access to the Subscription Software or its related systems or networks.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the first Subscription Software and any associated recurring Services ordered under this SSA (or the first Subscription Software or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Software (and recurring Services, if applicable) and will continue for a twelve (12) month period or such longer period identified in an Ordering Document (the "**Initial Subscription Period**").

4.2. Term. The term of this SSA (the "**SSA Term**") will commence upon either (a) the Effective Date of the CONTRACT, if this SSA is attached to the Contract as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the CONTRACT Effective Date, and will continue until the expiration or termination of all Subscription Terms under this SSA, unless this SSA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.3. Suspension. Notwithstanding the termination provisions of the Contract, Motorola may suspend for any duration necessary delivery of Subscription Software or Services, upon reasonable, but no less than 10 business days, notice to Customer if (a) Customer breaches **Section 3** of this SSA, or with as much notice as is feasible, but no later than 5 business days (b) it determines that Customer's use of the Subscription Software poses, or may pose, a security or other risk or adverse impact to any Subscription Software, Motorola, Motorola's systems, or any third party (including other Motorola customers).

4.4. Wind Down of Subscription Software. Reserved.

5. Payment.

5.1. Payment. All payments are subject to the terms and conditions of the Agreement.

5.2. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Software during a Subscription Term, and Customer will cooperate with such audit. Motorola must provide advance written notice of the audit with sufficient time to prepare and cooperate. Audits must be limited to no more than one (1) per 12 months. Audits must only occur during normal business hours and at times agreed to in advance. If Motorola determines that Customer's usage of the Subscription Software during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Customer may, subject to prior approvals and the Illinois Procurement Code, either purchase additional licenses to realign the number of users and licenses, or work with Motorola to reduce the number of users to realign.

6. Liability.

6.1. The provisions in the Primary Agreement concerning Confidential Information apply.

6.2. Voluntary Remedies. The provisions in the Primary Agreement concerning Confidential Information apply.

7. Motorola as a Controller or Joint Controller. In all instances where Motorola acts as a controller of data, it will comply with the applicable provisions of the Motorola Privacy Statement at https://www.motorolasolutions.com/en_us/about/privacy-policy.html#privacystatement, as may be updated from time to time and the applicable terms of the Agreement. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement. In instances where Motorola is acting as a joint controller with Customer, the Parties will enter into a separate Addendum to the Agreement to allocate the respective roles as joint controllers.

8. Survival. The following provisions will survive the expiration or termination of this SSA for any reason: **Section 4 – Term**; Section **5 – Payment**; **Section 6.1 – Additional Exclusions**; **Section 8 – Survival**.

Subscription Services Addendum

Exhibit A: Verizon Service Terms - APXNext

For purposes of this Addendum, “Service” means wireless services provided directly or indirectly by Verizon which may include but it is not limited to data transmission services between wireless devices and computer servers or other machines, or between wireless devices, with limited or no manual intervention or supervision. Customer acknowledges that Motorola is not a Telecommunications Services Provider, as defined In the 4 7 U.S.C.A sec. 163, and to Include within that definition, but not be limited lo, Inter-exchange Carrier, BLEC, CLEC, ILEC and/or DLEC, or wireless service provider pursuant to licenses Issued by the FCC pursuant to the FCC's rules.

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

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

WARRANTY DISCLAIMER. VERIZON AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE CUSTOMER PROVIDED EQUIPMENT OR THE COMPANY PRODUCT OR SERVICE. WITH RESPECT TO VERIZON.

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

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

Network Monitoring. Transmissions passing through Verizon Facilities may be subject to legal intercept and monitoring activities by Verizon, its suppliers or local authorities in accordance with applicable local law requirements. To the extent consent or notification is required by Customer or end users under applicable data protection or other laws, Customer grants its consent under this Agreement and represents that it will have at all relevant times the necessary consents from all end users.

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

Customer Consent to Use of U.S. Customer Proprietary Network Information ("CPNI"). [Not Applicable to Arizona customers.] Verizon and its affiliates (the "Verizon Companies") may need Customer's permission to share information about Customer as described below. The Federal Communications Commission ("FCC") and various states require Verizon to protect certain information that is made available to it solely by virtue of Customer relationship with it. This information is known as Customer Proprietary Network Information CPNI"), and it includes information relating to the quantity, technical configuration, type, destination, location, and amount of use of Customer telecommunications services purchased (including specific calls Customer makes and receives) and related local and toll billing information. CPNI does not include subscriber lists or published information (listed or unlisted), such as Customer's name, telephone number and address; such information is not subject to the CPNI rules' use limitations. The Verizon Companies acknowledge that Customer has a right under federal and state law to protect the confidentiality of Customer's CPNI, and to direct the Verizon Companies not to use Customer's CPNI or to limit use and disclosure of and access to it, and the Verizon Companies have a duty to comply with the limitations Customer designates. By its signature on this Agreement, Customer grants the Verizon Companies permission, solely for the purpose of offering Customer current and future products and services available from the Verizon Companies and from the Vodafone Companies, to use, to permit access to and to disclose Company's CPNI among the Verizon Companies, to their agents, contractors, and partners, and to the Vodafone Companies. (The "Vodafone Companies" refers to Vodafone Group PLC, Vodafone Group Service Limited, their affiliates and partner networks).

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

LIMITATION OF LIABILITY. NOTWITHSTANDING SECTION 11 OF THE AGREEMENT, NEITHER MOTOROLA NOR VERIZON AND THEIR AFFILIATES AND CONTRACTORS WILL HAVE ANY LIABILITY TO CUSTOMER OR ANY END USER:

A) IF CHANGES IN THE SERVICE OR IN THE VERIZON NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE;

B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING THE SERVICE, (II) FAILURES OR DEFECTS IN THE VERIZON NETWORK OR SYSTEMS,

C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE SERVICE, RELIANCE BY CUSTOMER ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE SERVICE, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THE AGREEMENT. IN NO EVENT SHALL VERIZON, MOTOROLA, OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E9l l, OR OTHER EMERGENCY NUMBERS OR SERVICES; OR INTENTIONAL MISCONDUCT. FOR THE AVOIDANCE OF DOUBT, UNDER NO CIRCUMSTANCES SHALL VERIZON'S OR MOTOROLA'S EXERCISE OF ANY RIGHTS SET FORTH IN THIS ADDENDUM BE DEEMED WILLFUL OR INTENTIONAL MISCONDUCT.

Mobile Video Addendum

This Mobile Video Addendum (this "**MVA**") is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 ("**Motorola**") and a customer who is not the State of Illinois ("**Customer**"), and will be subject to, and governed by, the terms of the State of Illinois Contract No. CMT202859 entered into between the Parties, effective as of June 26, 2023 (the "Contract" or "Primary Agreement"). Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the Contract. For the avoidance of doubt, the definition of Customer as used in this document shall apply only to its use herein and refers to Customers who are not State of Illinois Agencies or State governmental entities.

1. Addendum. This MVA governs Customer's purchase of any Motorola mobile video Products, including participation in Motorola's Video-as-a-Service Program ("**VaaS Program**"). A "**Mobile Video System**" is a solution that includes at least one mobile video Product and requires Integration Services to deploy such mobile video Product or the associated evidence management Product at a Customer Site. In addition to the Contract, other terms may be applicable to Products offered under this MVA, including the Subscription Software Addendum ("**SSA**") Attachment A1 to the Contract, with respect to Subscription Software, and the Vendor Software License Agreement ("**SLA**") Attachment B to the Contract, with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in the Contract or any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services.

2. Evidence Management Systems; Applicable Terms and Conditions.

2.1. On-Premise Evidence Management. If Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at Customer Sites (an "**On-Premises Evidence Management System**"), then, unless the Motorola quote or Statement of Work for such purchase specifies that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at Customer Sites or on Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the SLA. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the "**System Warranty**").

2.2. Cloud Hosted Evidence Management. If Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to Customer as a service ("**Cloud Hosted Evidence Management System"),** including but not limited to CommandCentral Evidence, VideoManager EX, and VideoManager EL Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the EPSLA. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 –System Completion** below.

2.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the Contract, and as described in the applicable quote or Statement(s) of Work.

3. Payment. Customer will pay invoices for the products and services covered by this MVA in accordance with the invoice payment terms set forth in the Agreement. Fees for Mobile Video Systems will be invoiced as of the System Completion Date unless another payment process or schedule or milestones are set forth in an Ordering Documents or applicable Addendum. In addition to Equipment, licensed Software, Subscription Software and integration Services (as applicable) sold as part of a Mobile Video System, the ordering documents for a Mobile Video System may also include post-deployment integration Services or other Services which are to be provided following the date of functional demonstration ("**Post-Deployment Services**"). Post-Deployment Services will be invoiced upon their completion and paid by Customer in accordance with the terms of the Agreement.

4. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the Contract and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in **the** SLA. The warranties set forth in the applicable Addenda are not otherwise modified by this MVA.

5. Additional Software and Video Terms.

5.1. Unlimited Storage. Storage shall be specifically described in an ordering document. In the event Customer purchases a Cloud Hosted Evidence Management System with "Unlimited Storage", as specified in the Ordering Documents, then "Unlimited Storage" means storage of all data captured using Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for such excess data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

5.2. Applicable End User Terms. Additional license terms apply to third-party software included in certain software Products which are available online at: www.motorolasolutions.com/legal-flow-downs, and attached hereto as exhibits. Customer will comply, and ensure its Authorized Users comply, with all such additional license terms. For the avoidance of doubt, the standard resident training is not intended to impose any legal obligations on the State. To the extent any standard resident training purports to impose any legal obligations on the State, such language is not binding on or applicable to the State; in no instance shall this clause function as a waiver of either party's obligations described this Agreement.

5.3. WatchGuard Detector Mobile. Any order by Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

5.4. Vigilant Access. Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network ("**Vigilant VehicleManager**"), which is subject to the terms and conditions of the SSA and applicable Vigilant Addendum, which may be considered and negotiated at the time of purchase. If Customer purchases a subscription to commercial license plate recognition data, then the terms of Motorola's standard Data License Addendum will be applicable and may be negotiated at the time of purchase. The Vigilant Addendum and Data License Addendum are attached to this document as exhibits A and B.

5.5. License Plate Recognition Data. License plate recognition ("**LPR**") data collected by Customer is considered the Customer's data and is therefore subject to the Customer's own retention policy. Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies ("**LEAs**") which contract with Motorola to access Vigilant VehicleManager by selecting this option within Vigilant VehicleManager. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using Vigilant VehicleManager. Such LPR data generated by other LEAs is considered Third-Party Data (information obtained by Motorola from publicly available sources or its third-party content providers and made available to Customer through the products or Services), is governed by the retention policy of the respective LEA and shall be used by Customer only in connection with its use of Vigilant VehicleManager. LPR data that has reached its expiration date will be deleted from Vigilant VehicleManager. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access Vigilant VehicleManager on behalf of Customer through login credentials provided by Customer ("**User Eligibility Requirements**") may access Vigilant VehicleManager. Vigilant in its sole discretion may deny access to Vigilant VehicleManager to any individual based on such person's failure to meet the User Eligibility Requirements. Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. Customer will be responsible for all individuals' access to, and use of, Vigilant VehicleManager through use of Customer login credentials, including ensuring their compliance with this Agreement.

5.6. API Support. Motorola will use reasonable efforts to maintain its Application Programming Interface ("**API**") sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

5.7. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on Customer-Provided Equipment or Equipment in possession of Customer, Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

5.8. CJIS Security Policy. Motorola agrees to support Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy, incorporated herein, and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Documents for the applicable Product. Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy

for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

6. VaaS Program Terms. All hardware provided by Motorola to Customer under the VaaS Program will be considered "Equipment", as defined in the EPSLA, and constitutes a purchase of such Equipment subject to the terms of the EPSLA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

6.1. Technology Refresh. Body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") may be eligible for a technology refresh as described in the Ordering Documents. If included in the Ordering Documents, and in the event the Body Camera is eligible for replacement applicable under this **Section 6.1 – Technology Refresh**, Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by Customer as part of the VaaS Program, other than Body Cameras, or associated batteries (if specified in the Ordering Documents) will not be eligible for a technology refresh hereunder.

6.2. No-Fault Warranty. If specified in the Ordering Documents, and subject to the disclaimers set forth in the Contract and SLA, upon delivery of Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to Customer for such Equipment that extends until the end of the Commitment Term (as defined below) applicable to such Equipment; except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the Contract or SLA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. The "**No-fault Warranty**" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

6.3. Commitment Term. Customer accepts, to the extent any prior approvals and applicable laws allow, that following the delivery of any Equipment under the VaaS Program, Customer commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Documents (the "**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in **Section 6.7.2 – Termination** hereunder.

6.4. Additional Devices. Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased, to the extent any prior approvals and applicable laws allow, under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a "**Subsequent Commitment Term**") with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a "**Commitment Term**".

6.5. Included Subscription Software.

6.5.1. VideoManager EL. Subject to **Section 6.7.1 – VaaS Term**, if the Equipment purchased under the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Documents during the VaaS Term (as defined below), the use of which is subject to the SSA. Customer's subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

6.5.2. CommandCentral. If specified and included in the Ordering Documents, for each applicable Body Camera, in-car system or integrated system purchased, Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.

6.5.3. CarDetector Mobile. If Customer's VaaS Program order includes an in-car system, Customer, will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

6.5.4. VideoManager EX: Subject to **Section 6.7.1 – VaaS Term,** if specified in the Ordering Documents, Equipment purchased under the VaaS Program provides Customer with a single subscription to Video Manager EX during the VaaS Term (as defined below), the use of which is subject to the SSA. Following expiration of the applicable Commitment Term, if Customer desires to continue use of expired Equipment with the VideoManager EX, Customer must purchase additional access to VideoManager EX based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to VideoManager EX.

6.6. VaaS Program Payment. Unless otherwise provided in a Motorola quote or Statement of Work (and notwithstanding the provisions of the Contract), Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in therein. If Customer orders any additional product(s) under the VaaS Program subsequent to the initial purchase by Customer, Fees for such additional product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional product is purchased, the subscription Fee for the applicable additional product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6.7. VaaS Program Term and Termination.

6.7.1. VaaS Term. Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA and will continue through the end of the final Commitment Term hereunder ("the "**VaaS Term**"). Following the end of any Commitment Term, Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that Commitment Term will expire, and Customer must download or transfer all

Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable Commitment Term. For example, if Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the Initial Commitment Term), Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and Customer must purchase extended storage or transfer all Customer Data associated with the first 100 devices within thirty (30) days of expiration of the Initial Commitment Term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

6.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the Contract, SLA and SSA, as applicable. If Customer's participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if Customer purchased $1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then $1,000 worth of Equipment on January 1 of Year 2, and then Customer's VaaS Program terminates on December 31 of Year 3, Customer will be required to repay: $1,000 x (24/60) + $1,000 x (36/60), which is equal to $1,000 in the aggregate.

7. System Completion. Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) beneficial use of the applicable Mobile Video System (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that beneficial use will be deemed to have occurred upon such use thirty (30) days after functional demonstration, whichever is earlier. As used in this Section, "**Beneficial Use**" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Motorola quote or Statement of Work. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance with the terms of the SLA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or SLA, and this Section will control over such other delivery provisions to the extent of a conflict.

8. Additional Cloud Terms. The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

8.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software Products. All data, replications, and backups will, without exception, be stored at a location in the United States for Customers in the United States. In no instance shall Customer data be stored or processed outside the U.S.

8.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

8.3. Availability. Unless otherwise specified in writing, Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. Customer agrees and acknowledges that factors beyond Motorola's control may affect Motorola's ability to achieve this goal.

8.4. Maintenance. Scheduled maintenance of cloud hosted software products will be performed periodically. Motorola will make reasonable efforts to notify customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make reasonable efforts to notify customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

9. Survival. The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – VideoManager EL Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**

Attachment B

MOTOROLA SOFTWARE LICENSE AGREEMENT

This Attachment B Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., (“Motorola"), and State of Illinois Department of Innovation and Technology (“Licensee”).

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 “Designated Products” means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 “Documentation” means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 “Open-Source Software” means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 “Open-Source Software License” means the terms or conditions under which the Open-Source Software is licensed.

1.5 “Primary Agreement” means the agreement to which this Agreement is attached.

1.6 “Security Vulnerability” means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 “Software” (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third-party supplier. The term "Software" does not include any third-party software provided under separate license or third-party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee’s use of the proprietary software and affiliated documentation.

Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola’s copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open-Source Software, the terms and conditions governing the use of such Open-Source Software are in the Open-Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open-Source Software Licenses governing Licensee's use of the Open-Source Software, the terms and conditions of the license grant of the applicable Open-Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open-Source Software is provided under this Agreement; and (ii) identify the Open-Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and

security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software, or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third-party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally equivalent Software, license to Licensee substitute Software which will accomplish the same objective or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written

consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

Section 8 TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within a reasonable amount of time after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Reserved.

Section 9 Commercial Computer Software

Reserved.

Section 10 CONFIDENTIALITY

The provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

13.2. COMPLIANCE WITH LAWS. Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental

approval. Violation of this provision is a material breach of this Agreement.

13.3 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. ASSIGNMENTS AND SUBCONTRACTING. Reserved.

13.5. GOVERNING LAW. This Agreement shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

13.6. THIRD PARTY BENEFICIARIES. This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third-party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. SURVIVAL. Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. ORDER OF PRECEDENCE. In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. 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.

MOTOROLA SOLUTIONS

STARCOM21

CONTRACT # CMT2028589 **JUNE 26, 2023**

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Section 1

SECTION 1

ATTACHMENT C – STARCOM21 SERVICES

1.1 OVERVIEW

Motorola Solutions' utilizes our ASTRO® 25 Services and various third party services to manage the Starcom21 fixed end network infrastructure equipment located at the network cores and RF sites as identified in the Starcom21 Site List held in the shared document repository.

These services do not include maintenance for mobile devices, portable devices, certain network backhaul equipment as specified in the Responsibility Matrix (located within the STARCOM21 shared document repository), or dispatch equipment.

The ASTRO 25 services consist of the following elements:

- Network Event Monitoring.
- On-site Infrastructure Support.
- Network Hardware Repair.
- Problem Management.
- Annual Preventive Maintenance.
- Remote Security Update Service.
- System Upgrade Agreement (SUA).
- Motorola Change Management.
- Service Delivery Management, including:
  - Performance Management and Reports.
- Managed Detection and Response - MDR

Each of these elements is summarized below and expanded upon in Sections 1.3 and 1.4. In the event of a conflict between the descriptions below and an individual subsection of Section 1.3 or 1.4, the individual subsection prevails.

To learn more about purchasing off of this contract or participation on the STARCOM21 System please go to the Illinois Department of Innovation and Technology STARCOM21 web page at: Doit.Illinois.Gov as the website.

1.2 STARCOM21 SERVICE DELIVERY TEAMS

Services are delivered through a tailored combination of local field service personnel, centralized teams equipped with a sophisticated service delivery platform, and product repair depots. These service entities will collaborate to swiftly analyze issues, accurately diagnose root causes, and promptly resolve issues.

1.2.1 Centralized Managed Support Operations

The cornerstone of Motorola Solutions' support process is the Centralized Managed Support Operations ("CMSO") organization, which includes the Managed Services Operation Center, the Service Desk, Operations Management personnel, and technical support teams. The CMSO is staffed 24x7x365 by experienced personnel, including service desk specialists, security analysts, and operations managers.

The Service Desk provides a single point of contact for all service related items, including communications between the Customer, Motorola Solutions, and third-party subcontractors. The Service Desk processes service requests, service fulfillment, service incidents, change requests, dispatching, and communicates with stakeholders in accordance with pre-defined response times.

All incoming transactions through the Service Desk are recorded, tracked, and updated through the Motorola Solutions Customer Relationship Management ("CRM") system. The Service Desk also documents Customer inquiries, requests, concerns, and related tickets.

The Service Desk does not fulfill software upgrades or Customer training and is only available for the Monitored Elements listed in Section 1.4.1.4: Monitored Elements.

The CMSO coordinates with the field service organization that will serve the Customer locally.

1.2.2 Field Service

Motorola Solutions authorized and qualified field service technicians perform on-site infrastructure support, field repair, and preventive maintenance tasks. These technicians are integrated with the Service Desk and with technical support teams and product engineering as required to resolve repair and maintenance requests.

1.2.3 Service Delivery Management Team

Service Delivery Management Team (SDMT) oversees the delivery of services or service technology to the Customer. This function establishes standard procedures to provide targeted service performance levels and to evaluate feedback from the Customer to develop quality improvement processes.

SDMT manages service process escalations or exceptions as needed in order to achieve the desired operational outcomes. SDMT will also coordinate service transitions as well as schedules between Motorola Solutions, centralized and field service teams, and the Customer.

SDMT will be the Customer's key point of contact for defining and administering services. The SDMT maintains a Customer Support Plan ("CSP") in collaboration with the State.

The CSP contains Customer-specific information, such as site names, site access directions, key contact persons, incident handling instructions, and escalation paths for special issues. The CSP also defines the division of responsibilities between the Customer and Motorola Solutions so response protocols are pre-defined and well understood when the need arises. The Site Responsibility Matrix is the main information source to document the division of responsibilities.

The CSP governs how the services will be performed. The SDMT will review and amend the CSP on a mutually agreed cadence, so the CSP remains current.

1.2.4 Repair Depot

Motorola Solutions utilizes a central repair depot to process the repair of network equipment. All products sent to the depot are tracked throughout the repair process, from inbound shipment to return, through a case management system that enables the SDMT to see repair status. Customers may view the status of repair activity via the MyView Portal.

1.3 CUSTOMER OWNED EQUIPMENT SERVICE REQUIREMENTS

Customer owned equipment connected to the Starcom21 Motorola owned cores and RF equipment must have a separate service contract that includes:

1. System Upgrade Agreement

Utilizing System Upgrade Agreement (SUA), the ASTRO25 system is able to take advantage of new functionality and security features while extending the operational life of the system. Motorola Solutions continues to make advancements in on-premise and cloud technologies to bring value to our customers. Motorola will advise Customer of the schedule and timing for SUA migration no later than 12 months ahead of the migration. The SUA will be agreed to by the Customer and Motorola for any changes to customer owned equipment, with review and approval by the Starcom21 Advisory Subcommittee.

2. Security Update Service (SUS) or Remote Security Update Service (RSUS)

SUS: Motorola Solutions will test anti-virus, operating system, and other software patches to check their compatibility with ASTRO 25. Once tested, Motorola Solutions will post the updates to a secured extranet website and send an email notification to the Customer. If there are any recommended configuration changes, warnings, or workarounds, Motorola Solutions will provide detailed documentation along with the updates on the website. When tested updates have been posted, the Customer will need to download and install them. If the agency fails to download, install, and reboot the dispatch operator position, Motorola will be required to dispatch a technician. If this occurs, the Customer will be billed per the daily rate.

With Remote SUS (RSUS) Motorola Solutions will pre-test third-party security updates to verify they are compatible with the ASTRO 25 network, and remotely push the updates to the Customer's network.

3. Cybersecurity

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye^{SM} security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate response.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the STARCOM21 network and applicable Customer Enterprise Network (CEN) systems.

1.4 STARCOM21 NETWORK SERVICES

The following subsections describe how Motorola will service and maintain the Starcom 21 network comprised of Motorola owned fixed end network infrastructure equipment located at the network cores and RF sites.

1.4.1 Network Event Monitoring

Network Event Monitoring provides continuous real-time fault monitoring for Motorola owned fixed and network infrastructure equipment located at the network cores and RF sites. Motorola Solutions uses a defined set of tools to remotely monitor the Starcom21 ASTRO 25 radio network and characterize network events. When an actionable event takes place, it becomes an incident. Centralized Managed Support Operations ("CMSO") technologists acknowledge and assess these incidents and initiate a defined response.

1.4.1.1 Description of Service

With Network Event Monitoring, Motorola Solutions uses a Managed Services Suite of Tools ("MSST") to detect events 24/7 as they occur, analyze them, and escalate them to the Centralized Managed Support Operations (CMSO) team. Incidents will be generated automatically based on the criteria shown in Table 1-1.

Table 1-1: Alarm Threshold Rule Options for all Event Types

Standard Threshold
An incident will be triggered if an event fulfills one of the two following criteria: ▪ Event occurs 3 times in 30 minutes. ▪ Event causes 5 minutes of continuous downtime for a monitored component.

The CMSO agent assigns a priority level to an incident, then initiates a response in accordance with Starcom21 Customer Handling Procedure ("CHP"). Depending on the incident, Motorola Solutions' response may include continued monitoring for further incident development, remote remediation by technical support, dispatching a field service technician, or other actions Motorola Solutions determines necessary.

To prevent duplicate incidents from being generated by the same root cause, Motorola Solutions employs an auto triage process that groups related incidents. The auto triage process therefore automatically assigns grouped incidents to a field service technician, enabling the resolution of these incidents together if the root alarm has been addressed.

Motorola Solutions uses a set of standard templates to record key information on service process, defined actions, and points of contact for the Customer's service. In the event of an incident, Motorola Solutions and the Customer can reference these templates. When information is updated, it will be organized in four categories:

- Open – Motorola Solutions' points of contact for dispatch permissions, entitlement information, and knowledge management.
- Vendor – Escalation and contact information.
- Resolution – Incident closure information.
- Site Arrival – Site arrival and exit process information.

1.4.1.2 Scope

Network Event Monitoring is available 24 hours a day, 7 days a week. Incidents generated by the monitoring service will be handled in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times.

1.4.1.3 Inclusions

Network Event Monitoring is available for the devices listed in Section 1.4.1.4: Monitored Elements.

Motorola Solutions Responsibilities

- Provide a dedicated network connection necessary for monitoring the Starcom21 communication network. If determined necessary by Motorola Solutions, provide Motorola Solutions-owned equipment at the Customer's premises for monitoring network elements. Monitor system continuously during hours designated in the Customer Support Plan ("CSP"), and in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times.
- Remotely access the Starcom21 system to perform remote diagnosis.
- Create an incident, as necessary. Gather information to perform the following:
  - Characterize the issue.
  - Determine a plan of action.
  - Assign and track the incident to resolution.
- Maintain communication as needed with the Customer in the field until incident resolution.
  - Motorola will maintain a list of valid system users that receive notification of events.
  - Users may request addition to the notification list and Motorola will set the notification types for each user.
- Provide available information on incident resolution to the Customer.

Limitations and Exclusions

- The following activities are outside the scope of the Network Monitoring service:
  - Motorola Solutions will not monitor any elements outside of the Motorola owned fixed and network infrastructure equipment located at the network cores and RF sites, or monitor infrastructure provided by a third party, unless specifically stated. Monitored elements must be within the Motorola owned ASTRO 25 radio network and capable of sending alerts to the Unified Event Manager ("UEM").
  - Additional support charges above contracted service contract fees, per the Daily Rate Table identified in this contract (Attachment K), may apply if Motorola Solutions determines that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.

Customer Responsibilities

- Allow Motorola Solutions continuous remote access to enable the monitoring service.
- Per the Responsibility Matrix, provide continuous utility service to any Motorola Solutions equipment installed or used at the Customer's premises to support delivery of the service. The Customer agrees to take reasonable due care to secure the Motorola Solutions equipment from theft or damage while on the Customer's premises.
- Notify the CMSO when the Customer performs any activity that impacts the system. Activity that impacts the system may includebut is not limited to: installing software or

hardware upgrades, performing upgrades to the network, renaming elements or devices within the network, and taking down part of the system to perform maintenance.

- Allow Motorola Solutions' field service technician access to equipment, including any connectivity or monitoring equipment, if remote service is not possible.
- Pay additional support charges above the contracted service contracts, per the Daily Rate Table identified in this contract (Attachment K), that may apply if it is determined that system faults were caused by the Customer making changes to critical system parameters without written agreement from Motorola Solutions.
- In the event that Motorola Solutions agrees in writing to provide supplemental monitoring for third-party elements provided by the Customer, the Customer agrees to obtain third party consents or licenses required to enable Motorola Solutions to provide the monitoring service.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.
- Acknowledge that incidents will be handled in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times.

1.4.1.4 Monitored Elements

This table identifies the elements that can be monitored by the service. The specific quantities of each element to be monitored on the Customer's system will be inventoried in the CHP.

Table 1-2: Monitored Elements

Monitored Elements		
Zone Core Network Elements		
Air Traffic Router (ATR)	Backup and Restore Server	Direct Attached Storage (DAS)
Core Router (RP 1–8)	Edge Router	Exit Routers 1–4
Domain Controller	Gateway Router #1	Gateway Router #2
Generic Application Server (GAS)	GGSN	IP Packet Capture (IPCAP)
ISGW Network Management Interface	IVD Packet Data Router	LAN Switch Network Management Interface
License Manager	Unified Event Manager (UEM) (NM Server)	Terminal Server
MOSCAD NFM RTU	Zone Controller	vCenter Server
TRAK (NTP Server)	Firewalls	Zone Database Server (NM Server)
Virtual Server Platform	NTP Server	Syslog Server
Zone Statistics Server (ZSS) (NM Server)	Authentication Server (AuC)	Generic Application Server (GAS)
NM Clients	Domain Controller	Unified Network Configurator Device Server
Virtual Center VM	Unified Network Configurator (UNC)	User Configuration Server (NM Server)

Monitored Elements		
Core Security Management Server (CSMS)	System Statistics Server (SSS) (NM Server)	
RF Site Network Elements		
Conventional Channel Gateway (CCGW)	Ethernet Switch	GCP 8000 Repeater Site Controller
GTR 8000 Repeater Base Radio	MOSCAD NFM RTU	
Site Router		
IP Multisite Subsystem Network Elements		
Conventional Channel Gateway (CCGW)	Ethernet Switch	GCM 8000 Comparator
GTR 8000 Base Radio -MS	GPB 8000 Reference Distribution Module (RDM)	MOSCAD NFM RTU
Remote Site Router	IP Simulcast Backhaul Switch	TRAK (NTP Server)
Site Router	GCP 8000 Simulcast Site Controller	
Access Router		
Core Backhaul Switch 1-2		
Core Backhaul Switch 1-2	HP Switches	Point-To-Point (PTP) network elements
Site Backhaul Switches	Microwave Radios	
CEN Network Elements		
Border Router		

1.4.2 On-site Infrastructure Support

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

1.4.2.1 Description of Service

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

The CMSO Dispatch Operations team is responsible for opening incidents, dispatching on-site resources, monitoring issue resolution, and escalating as needed to ensure strict compliance to committed response times. The dispatched field service technician will travel to the Customer's location to restore the system in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times.

Motorola Solutions will manage incidents as described below. The CMSO Service Desk will maintain contact with the field service technician until incident closure.

1.4.2.2 Scope

On-site Infrastructure Support is available 24 hours a day, 7 days a week in accordance with Section 1.4.8.2: Priority Level Definitions and Response Times. Inclusions

On-site Infrastructure Support is provided for Motorola Solutions-provided infrastructure.

Motorola Solutions Responsibilities

- Receive service requests.
- Create an incident when service requests are received. Gather information to characterize the issue, determine a plan of action, and assign and track the incident to resolution.
- Dispatch a field service technician, as required by Motorola Solutions' standard procedures, and provide necessary incident information.
- Provide the required notification of personnel access that is relevant to the Customer, as needed.
- Motorola Solutions field service technician will perform the following on-site:
  - Run diagnostics on the infrastructure component.
  - Replace defective infrastructure component.
  - Provide materials, tools, documentation, physical planning manuals, diagnostic and test equipment, and any other material required to perform the maintenance service.
  - If a third-party vendor is needed to restore the system, Motorola and the third-party vendor will follow the predefined Customer Support Plan protocol for site access.
  - Update Customer that restoration is complete, or system is functional. If verification by the Customer cannot be completed within 20 minutes of restoration, the incident will be moved to deferred or resolved status and the field service technician will be released. Resolved status tickets will be closed if no customer confirmation is received within 72 hours.
  - Escalate the incident to the appropriate party upon expiration of a response time.
- Close the incident upon receiving notification from the Customer or Motorola Solutions field service technician, indicating the incident is resolved.
- Notify the Customer of incident status, as defined in the CSP.
  - Open and closed.
  - Open, assigned to the Motorola Solutions field service technician, arrival of the field service technician on-site, delayed, or closed.
- Provide incident activity reports to the Customer, if requested.

Customer Responsibilities

- Contact Motorola Solutions, as necessary, to request service.
- Provide the following information when initiating a service request:
  - Assigned system and/or Site ID number.
  - Problem description and site location.
  - Other pertinent information requested by Motorola Solutions to open an incident.
- Provide field service technicians with access to equipment 7x24x365.
- Cooperate with Motorola Solutions and perform reasonable or necessary acts to enable Motorola Solutions to provide these services.

1.4.3 Network Hardware Repair with Advanced Replacement

Motorola Solutions will provide hardware repair for Motorola Solutions owned equipment and select third-party infrastructure equipment owned by Motorola Solutions. A Motorola Solutions authorized repair depot manages and performs the repair of Motorola Solutions supplied equipment, and coordinates equipment repair logistics.

1.4.3.1 Description of Service

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

1.4.3.2 Scope

Repair authorizations are obtained by contacting the Centralized Managed Support Operations ("CMSO") organization Service Desk, which is available 24 hours a day, 7 days a week.

1.4.3.3 Advanced Replacement

Advanced Replacement is a repair exchange service for Motorola Solutions owned equipment and select third-party infrastructure components owned by Motorola Solutions. When available, Motorola Solutions will provide advanced replacement units or Field Replacement Units ("FRU") in exchange for the malfunctioning equipment. A Motorola Solutions-authorized repair depot will evaluate and repair malfunctioning equipmentand add that equipment to the depot's FRU inventory after completing repairs.

1.4.4 Problem Management

1.4.4.1 Description of Service

Problem Management ("Problem Management") means incorporating standardized processes to minimize the reoccurrence and impact of repetitive network incidents by identifying and diagnosing recurring problems, working to find the root cause of those problems, and determining the steps necessary to resolve the problems and associated incidents.

1.4.4.2 Scope

Motorola Solutions applies Problem Management processes if the Customer requests a problem investigation by opening an Incident through the Motorola CMSO.

Problem Management includes the following tasks:

- Problem Identification: Data is evaluated to determine if a problem is impacting the system.
- Data Collection and Correlation, and Root Cause Analysis: Determine and isolate the cause of the detected problem.

- Service Restoration: Develop a solution to resolve the problem. A workaround may be implemented until a solution has been developed. Work around solutions will be reported to the Advisory Subcommittee monthly.

1.4.4.3 Inclusions

Motorola Solutions provides Problem Management service for network elements listed in Section 1.4.1.4: Monitored Elements.

Motorola Solutions Responsibilities

- Assign a designated Motorola Solutions point of contact to coordinate and communicate with the Customer on Problem Management.
- Monitor system performance for recurring events that have a negative impact.
- When requested, initiate problem investigations on behalf of the Customer or field service provider.
- If a problem is identified, perform a root cause analysis to identify the probable cause for the problem. Activities include collecting, analyzing, and correlating data to determine and isolate the cause.
- Communicate Problem Management activities to the Customer and notify the Customer of identified workarounds or permanent fixes.
- Perform tasks to restore service. Motorola Solutions may deploy a workaround while preparing a permanent fix.

Limitations and Exclusions

- Requests for root cause analysis or consultation for incidents related to any network elements not listed in Section 1.4.1.4: Monitored Elements.
- Service improvement activities covered under other Motorola Solutions provided services.

Customer Responsibilities

- Request problem investigations, when applicable.
- Provide Motorola Solutions with timely information when requested.

1.4.5 Annual Preventive Maintenance

Motorola Solutions, or authorized Service Partner, personnel will perform a series of maintenance tasks to keep network equipment functioning correctly. Unless otherwise contracted, Motorola Solutions is not responsible for providing this service on Customer owned equipment and infrastructure.

1.4.5.1 Description of Service

Annual Preventative Maintenance provides annual operational tests on the Starcom21 Motorola Solutions owned infrastructure equipment to monitor its conformance to specifications.

1.4.5.2 Scope

Annual Preventive Maintenance will be performed during standard business hours in coordination with the customer, unless otherwise agreed to in writing. After the service

starts, if the system or Customer requirements dictate that the service must occur outside of standard business hours, an additional quote may be provided. The Customer is responsible for any charges associated with unusual access requirements or expenses.

Motorola Solutions Responsibilities

- Notify the Customer of any planned system downtime needed to perform this service.
- Maintain communication with the Customer as needed until completion of the Annual Preventive Maintenance.
- Determine, in its sole discretion, when an incident requires more than the Annual Preventive Maintenance services described in this Agreementand notify the Customer of an alternative course of action.
- Coordinate with Customer to schedule planned downtime needed for the Customer to perform this service on Customer owned equipment and infrastructure.
- Provide trained and qualified personnel with proper security clearance required to complete Annual Preventive Maintenance services.
- Motorola authorized field service technician will perform the following on-site:
  - Perform the tasks defined in Section 1.4.5.3: Preventive Maintenance Tasks.
  - Perform the procedures defined in Section 1.4.5.4: Site Performance Evaluation Procedures for each site type on the system.
  - Provide diagnostic and test equipment necessary to perform the Preventive Maintenance service.
  - As applicable, use the Method of Procedure defined for each task.
- Prepare Annual Preventive Maintenance reports, by site. Reports for the current Annual PM year will be archived on the STARCOM21 online repository.

Limitations and Exclusions

The following activities are outside the scope of the Annual Preventive Maintenance service.

- Preventive maintenance for third-party equipment not owned by Motorola Solutions as documented in the Site Responsibility Matrix.
- Network transport link performance verification. In lieu of this limitation, individual site network transport link performance data shall be provided upon request of the Advisory Subcommittee.
- Any maintenance and/or remediation required as a result of a virus or unwanted cyber intrusion.
- Tower climbs, tower mapping analysis, or tower structure analysis.

Customer Responsibilities

- Provide preferred schedule for Annual Preventative Maintenance to Motorola Solutions.
- Authorize and acknowledge any scheduled system downtime.
- Coordinate with Motorola to schedule planned downtime needed for the Customer to perform this service on Customer owned equipment and infrastructure.
- Submit timely changes in any information supplied in the CSP to the Customer Support Manager (“CSM”).
- Provide site escorts, if required, in a timely manner.
- Provide Motorola Solutions with requirements necessary for access to secure facilities.
- In the event that Motorola Solutions agrees in writing to provide supplemental Annual Preventive Maintenance to third-party elements provided by Customer, the Customer agrees to obtain any third-party consents or licenses required to enable Motorola Solutions field service technician to access the sites to provide the service.

- Unless contracted otherwise, perform Annual Preventative Maintenance and annual operational tests, as detailed in this Agreement, on Customer owned equipment and infrastructure equipment that is utilized to support the Starcom21 network. Motorola can provide a quote to perform Annual Preventative Maintenance and annual operational tests.

1.4.5.3 Preventive Maintenance Tasks

The Preventive Maintenance service includes the tasks listed in this section. Tasks will be performed based on the level of service noted in Sections 1.4.5.3 and 1.4.5.4.

PRIME SITE CHECKLIST	
Switches	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on switch type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Routers	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on router type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Miscellaneous Equipment	
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Site Frequency Standard Check (Timing Reference Unit)	Check LEDs for proper operation.
Site Controllers	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Equipment Alarms	Check LED and/or other status indicators for fault conditions.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Comparators	
Equipment Alarms	Verify no warning/alarm indicators.

PRIME SITE CHECKLIST	
Capture Diagnostics	Perform recommended diagnostic tests based on server type. Capture available diagnostic logs.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.

RF SITE CHECKLIST	
RF PM Checklist	
Equipment Alarms	Verify no warning or alarm indicators.
Clean Fans and Equipment	Use an antistatic vacuum to clean cooling pathways.
Site Frequency Standard Check	Check LEDs for proper operation.
Basic Voice Call Check	Voice test each voice path, radio to radio.
Trunking Control Channel Redundancy	Roll control channel, test, and roll back.
PM Optimization Workbook (See Section 1.6.5.8: Site Performance Evaluation Procedures for GTR tests)	Complete Base Station Evaluation tests - Frequency Error, Modulation Fidelity, Forward at Set Power, Reverse at Set Power, and Gen Level Desense no TX. Update station logs.

MOSCAD CHECKLIST	
MOSCAD Server	
Equipment Alarms	Verify no warning or alarm indicators.
MOSCAD Client	
Equipment Alarms	Verify no warning or alarm indicators.
MOSCAD RTU's	
Equipment Alarms	Verify no warning or alarm indicators.
Verify Connectivity	Verify connectivity

FACILITIES CHECKLIST	
Visual Inspection Exterior	
Exterior of Building	Check exterior of building for damage and disrepair.
Fences / Gates	Check fences and gates for damage and disrepair.
Landscape / Access Road	Check landscape and access road for accessibility.
Visual Inspection Interior	
Electrical Surge Protectors	Check electrical surge protectors for alarms.

FACILITIES CHECKLIST	
Emergency Lighting	Verify emergency lighting operation.
Indoor Lighting	Verify indoor lighting.
Equipment Inspection	Visually inspect that all hardware, including equipment, cables, panels, batteries, and racks, is in acceptable physical condition for normal operation.
Clean Fans and Equipment	Use antistatic vacuum to clean cooling pathways.
Interior space and equipment/panel access	Inspect site interior for un-used equipment, boxesor debris blocking equipment or service panel access.
UPS	
Visual inspection (condition, cabling)	Check for damage, corrosion, physical connections, dirt and dust, and error indications.
Rollover and Rollback of UPS and Generator	Verify automatic switch to backup power when main power fails.
Battery voltage checks	Verify, check and measure battery voltages.
Generator	
Visual Inspection	Check panel housing for cracks, rust, and weathering. Check physical connections for corrosion, dirt and dust, or other abnormal conditions.
Fuel	Verify fuel levels in backup generators, document date of last fuel delivered from fuel service provider.
Oil	Check the oil dipstick for proper level. Note condition of oil.
Verify operation (no switchover)	Verify generator running and check ease or difficulty of start. Is generator "throttling" or running smooth? Any loud unusual noise? Document any concerns or abnormal conditions.
Motorized Dampers	Check operation
Verify rollover and rollback	Verify automatic switch to backup power when main power fails.
HVAC	
Air Filter	Check air filter and recommend replacement if required.
Coils	Check coils for dirt and straightness.
Outdoor Unit	Check that outdoor unit is unobstructed.
Wiring	Check wiring for insect and rodent damage.

FACILITIES CHECKLIST	
Cooling / Heating	Check each HVAC unit for cooling/heating.
Motorized Dampers	Check operation.

1.4.5.4 Site Performance Evaluation Procedures

The Preventive Maintenance service includes the site performance evaluation procedures listed in this section.

ASTRO 25 GTR ESS SITE PERFORMANCE
Antennas
Transmit Antenna Data
Receive Antenna System Data
Tower Top Amplifier Data
FDMA Mode
Base Radio Transmitter Tests
Base Radio Receiver Tests
Base Radio Transmit RFDS Tests
Receive RFDS Tests with TTA (if applicable)
Receive RFDS Tests without TTA (if applicable)
TDMA Mode
Base Radio TDMA Transmitter Tests
Base Radio TDMA Receiver Tests
TDMA Transmit RFDS Tests
TDMA Receive RFDS Tests with 432 Diversity TTA
TDMA Receive RFDS Tests with 2 Independent TTA's (if applicable)
TDMA Receive RFDS Tests without TTA (if applicable)

1.4.6 Remote Security Update Service

Motorola Solutions' ASTRO 25 Remote Security Update Service ("RSUS") provides pretested security updates, minimizing cyber risk and software conflicts. These security updates contain operating system security patches and antivirus definitions that have been validated for compatibility with ASTRO 25 systems. Motorola Solutions will remotely deliver tested security updates to the Starcom21 infrastructure network.

The infrastructure not owned by Motorola Solutions is not covered under this service. This service is required under a separate contract to support Customer owned equipment.

The ASTRO 25 Security Update Service (“SUS”) and Network Event Monitoring service are prerequisites for RSUS.

1.4.6.1 Description of Service

Motorola Solutions remotely installs pretested security updates on the applicable and eligible Starcom21 ASTRO system components owned by Motorola. Motorola Solutions tests security updates for compatibility with ASTRO 25 in a dedicated information assurance lab.

Remote Update Requirements

An always on, reliable connection is required to enable this service with Internet bandwidth of 20 Mbps or higher, provided by Motorola as part of the Network Monitoring Service. Additional hardware (such as a secure router) may be provided by Motorola to deliver the services, if needed.

1.4.6.2 Scope

RSUS includes pretested security updates for the software listed in Table 1-3: Update Cadence. This table also describes the release cadence for security updates.

Table 1-3: Update Cadence

Software	Update Release Cadence
Antivirus Definition Files	Monthly
Microsoft Windows	Monthly
Microsoft Windows SQL Server	Quarterly
Microsoft Windows third party (Adobe Reader)	Monthly
Red Hat Linux (RHEL)	Quarterly
VMWare ESXi Hypervisor	Quarterly
McAfee Patch(es)	Quarterly
Dot Hill DAS Firmware	Quarterly
HP SPP Firmware	Quarterly

Motorola Solutions installs security updates during normal business hours. Normal business hours are defined as 8 a.m. to 5 p.m. Central Standard Time on Monday through Friday, excluding State Holidays. The Customer may submit a formal request that Motorola Solutions personnel work outside of these hours. The Customer may need to pay additional costs for work to be completed outside of normal business hours.

Motorola Solutions will provide an Impact Timeline (“ITL”) to show installation tasks scheduled during normal business hours, including preparation work and the transfer of security updates to local storage or memory. Server and workstation reboots or zone controller rollover will be initiated at the times shared in the ITL.

Intrusive security updates require Customer coordination, may require hardware reboots and zone controller rolling (switching from one zone controller to the other) to fully implement. Systems with redundant zone controllers have low downtime (minutes) as the zone controllers are rolled. While rolling the zone controllers, the system will operate in “Site

trunking" mode. The Customer will need to be aware of these operational impacts, and coordinate events with users.

1.4.6.3 Inclusions

Motorola Solutions reserves the right to determine which releases are supported as business conditions dictate. Additional charges at the Daily Rate (Attachment K) may apply in the event of supporting older releases.

Motorola Solutions Responsibilities

- Remotely deploy patches listed in table 1-3. Patches will be installed on the cadence described in that section.
  - Scope, coordinate and communicate with the Customer when installing updates that will require server reboots, workstation reboots, or both.
  - Install non-intrusive updates, like antivirus definitions, as released without coordination.

Limitations and Exclusions

- Systems with non-standard configurations that have not been certified by Motorola Solutions' Systems Integration and Test ("SIT") team are specifically excluded from this service, unless otherwise agreed in writing by Motorola Solutions.
  Typical examples of non-standard configurations may include, but are not limited to:
  - WAN/LAN extensions to support remote console positions
  - Devices located on the customer side of the CEN
- Interim or unplanned releases outside the supported release cadence.
- Service does not include pretested Intrusion Detection System ("IDS") signature updates for IDS solutions. However, select vendor IDS signature updates are made available via the secure website. The available vendors may change pursuant to Motorola Solutions' business decisions. Motorola is responsible for complying with all IDS licensing requirements and fees, if any.
- This service does not include releases for Motorola Solutions products that are not ASTRO 25. The following are examples of excluded products: WAVE PTX™, Critical Connect, and VESTA® solutions.
- Motorola Solutions product (hardware/software) updates are not included in the SUS/RSUS services.
- Shared network infrastructure firmware, such as transport and firewall firmware are not included in these services.
- This service excludes the delivery of Motorola Solutions Technical Notifications to the customer system.
- Motorola Solutions does not represent that it will identify, fully recognize, discover, or resolve all security events or threats, system vulnerabilities, malicious codes or data, backdoors, or other system threats or incompatibilities as part of the service, or that the agreed upon cadence/time of delivery will be sufficient to identify, mitigate or prevent any cyber incident.

Customer Responsibilities

- Refrain from unknowingly making uncertified changes to the ASTRO 25 system. Consult with Motorola Solutions before making changes to the ASTRO 25 system.
- Be aware of the operational impacts of RSUS update installation and coordinate the update process with users.

- Coordinate any maintenance or other updates that are not part of RSUS with Motorola Solutions to minimize downtime and redundant efforts.

1.4.6.4 Disclaimer

This service tests OEM security updates. Delivering security updates for specific software depends on OEM support for that software. If an OEM removes support (e.g. end-of-life) from deployed software, Motorola Solutions may work with the OEM to reduce the impact, but may remove support for the affected software from this service without notice.

OEMs determine security update schedules, supportability, or release availability without consultation from Motorola Solutions. Motorola Solutions will obtain and test security updates when they are made available and incorporate those security updates into the next appropriate release.

All security updates are important. This service is intended to balance the security and compatibility of tested updates with agreed upon time/cadence of delivery.

Motorola Solutions disclaims any warranty with respect to pretested database security updates, hypervisor patches, operating system software patches, intrusion detection sensor signature files, or other third-party files, express or implied. Further, Motorola Solutions disclaims any warranty concerning non-Motorola Solutions software and does not guarantee Customers' systems will be error-free or immune to security breaches as a result of these services.

1.4.7 Motorola Change Management

1.4.7.1 Description of Service

Motorola Solutions' service tools, processes, and procedures handle changes to the network in accordance with the urgency and criticality of those changes, while minimizing impact on the Customer's operations. The Motorola Solutions CMSO acts as the central point of contact for Motorola Change Management, managing changes through the dedicated Motorola Change Management module of Motorola Solutions' service management suite. This tool guides the process to complete changes tasks accurately and within agreed timeframes.

1.4.7.2 Scope

Motorola Solutions implements the Motorola Change Management process any time a change needs to be implemented to add, modify, remove, alter, or reconfigure managed elements within the Customer's network. A list of Managed Elements is included in Section 1.5: Managed Network Elements. All State Change Requests and implementations of the Motorola Change Management process are subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500).

The Motorola Change Management process will include at a minimum, the following tasks:

- **Record Change Requests**– Record requested change in Motorola Solutions' integrated service tools.
- **Validate Change Requests** – Review requested change with the change requester or other relevant individuals.
- **Assess Change Requests** – Classify change impact and urgency. Follow up as needed with relevant individuals to verify change priority.
- **Obtain Authorization for Change Requests** – Review change with relevant stakeholders authorized to approve their implementation.
- **Coordinate Change Implementation**– Coordinate and schedule with technical teams to implement approved change.
- **Review and Close Change Requests** – Determine that required change tasks have been completed, follow up on any additional activities necessary to complete the change process.

1.4.7.3 Inclusions

Motorola Solutions provides Problem Management service for network elements listed in Section 1.5: Managed Network Elements.

Motorola Solutions Responsibilities

- Create a Motorola Change Management Plan with the Customer.
- Assign a designated Motorola Solutions Change Manager.
- Receive Change Requests through the Service Desk or as otherwise indicated by the Motorola Change Management Plan.
- Categorize and route Change Requests.
- Validate Change Requests through appropriate Customer agreed on policies.
- Review Change Request details and complete risk analysis.
- Approve Change Requests and schedule and coordinate implementation of approved Change Requests.
- Verify and closeout the Change Request when implementation is complete.

Customer Responsibilities

- Provide a list of the Customer's Motorola Change Management contacts.
- Coordinate with Motorola Solutions to define the Motorola Change Management Plan.

1.4.8 Service Delivery Management

The following subsections describe how Service Delivery Management will be performed.

1.4.8.1 Performance Management

Description of Service

With Performance Management, Motorola Solutions applies standardized reporting methods to track the performance of the Customer's network, so performance can be maintained at the levels described in Section 3 – Attachment E Service Level Agreement. Data is automatically collected from network elements and collated for review as an aggregate. This review provides a detailed understanding of system health and indicates if maintenance or improvements are needed. Trend analysis, performed as part of this service, can indicate capacity, availability, or reliability issues before they significantly affect services.

Performance Management supports overall network performance evaluation. This process includes the creation, and distribution of required reports. Performance Management also details how effectively the network performs in accordance with Section 3 – Attachment E Service Level Agreement.

Scope

Motorola Solutions will create the performance reports listed in Table 1-4.

Table 1-4: Performance Reports

Report Category	Reports Available
Grade of Service.	▪ Busy Time by Site. ▪ Busy Time by Busiest Day. ▪ Site GOS. ▪ GOS Detailed.
Link Statistics.	▪ Jitter. ▪ Packet Loss. ▪ Maxm and Minm Round Trip Delay. ▪ Average Round Trip Delay. ▪ Packet Loss Deviation by Day. ▪ Jitter Deviation by Day. ▪ IP Round Trip Delay by Day. ▪ Maxm and Minm Round Trip Delay by Day.
Availability.	▪ Availability by System and Zone. ▪ Availability - 9's Value. ▪ Availability - 9's Per Site. ▪ Availability - DT Trend. ▪ System Availability ▪ Zone Availability ▪ Site Availability
Talktime by Talkgroup.	▪ Talktime Usage. ▪ Sites by Talkgroup. ▪ Talktime Usage Per Site.
Working Busy Statistics.	▪ Busy Call Stats. ▪ Busy Call Duration Stats. ▪ Busy Data.
Illegal Carrier.	▪ Site Illegal Carriers. ▪ Site Illegal Carriers - by Day. ▪ Subsite Illegal Carriers. ▪ Subsite Illegal Carriers - by Day. ▪ Illegal Carriers Trend - by Site. ▪ Illegal Carriers Trend - by Subsite.
Subscriber Rejects.	▪ Rejects Zone by Site, by Type. ▪ Rejects Detailed. ▪ Rejects by Site Trend.
Daily Availability.	▪ Daily Availability.
Daily Utilization and Busies.	▪ Daily Utilization. ▪ Hourly Utilization Trend. ▪ Hourly PTTs Talktime. ▪ PTTs Busy Monthly.

Report Category	Reports Available
Ad Hoc Reports (Upon Request)	▪ Zone Activity Report ▪ Site Activity Report ▪ Shared Services Report - ▪ Site Channel Activity Report ▪ Group Activity Report - ▪ Individual Radio Summary Report ▪ Transaction Summary Report ▪ System Supervisory Reports ▪ A customized report to log System availability on a per Zone basis, showing all events including the duration of each event, and the accumulated total time over one year for all failures.

Motorola Solutions Responsibilities

- Assign the Service Delivery Management Team for reporting purposes.
- Provide the performance reports, or a mutually agreed on sub-set of reports. Reports will be provided via the STARCOM21 online repository.
- Communicate any recommended network changes that may improve performance to the Advisory Subcommittee, and coordinate to implement any changes agreed to by Motorola Solutions and the Advisory Subcommittee.

Customer Responsibilities

- When necessary, perform corrective actions identified by Motorola Solutions as outside of Motorola Solutions scope.

1.4.8.2 Priority Level Definitions and Response Times

Table 1-5 describes the criteria Motorola Solutions uses to prioritize incidents and service requests and lists the response times for those priority levels.

Table 1-5: Priority Level Definitions and Response Times

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
Critical P1	Core: Core server or core link failure. No redundant server or link available. Sites/Subsites: Primary site down. More than 10% of RF sites down. Security Features: Security is non-functional or degraded. Alarm Events: Door, motion, intrusion, power failure, or environmental alarms triggered.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 15 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 2 hours of receiving dispatch notification.

Incident Priority	Incident Definition	Initial Response Time	On-site Response Time
High P2	Core: Core server or link failures. Redundant server or link available. Sites/Subsites: Single RF site down. Network Elements: Site router, or site switch down. No redundant networking element available.	Response provided 24/7 until service restoration. Technical resource will acknowledge incident and respond within 30 minutes of CMSO logging incident.	Response provided 24/7 until service restoration. Field service technician arrival on-site within 4 hours of receiving dispatch notification.
Medium P3	Network Elements: Site router or site switch down. Redundant networking element available.	Response provided during normal business hours until service restoration. Technical resource will acknowledge incident and respond within 1 hour of CMSO logging incident.	Response provided during normal business hours until service restoration. Field service technician arrival on-site within 8 hours of receiving dispatch notification.
Low P4	Service Requests: Minor events and warnings in the system. Preventative and planned maintenance activities (scheduled work).	Response provided during normal business hours. Motorola Solutions will acknowledge and respond within 1 Business Day.	Not applicable.

Motorola Solutions' response times for System faults shall be contingent only upon the follow conditions:

- Motorola Solutions has key access to all State-owned resources employed by Motorola Solutions to support the System. The State reserves the right to refuse access to any State property by any employee. Under no circumstances shall an employee or sub-contractor of Motorola Solutions be allowed access to any State property, unsupervised by a State and/or an approved Motorola Solutions employee until submitting to and successfully completing a background check as more fully described in § 4.15 of the Contract.
- Motorola Solutions shall be able to have access to the portion of the System being affected by the fault for the duration of the fault established by the severity codeas defined herein.
- Circumstances beyond Motorola Solutions' reasonable control such as civil unrest, or other activities described in § 4.7 of the Contract that prevent Motorola Solutions staff from being dispatched to, and completing service on, a particular System fault.

Recognizing the critical nature of the System for public safety operations, should Motorola Solutions fail to act and/or remedy any System fault affecting the critical operation of the STARCOM21 System within the response and repair times and conditions, set forth above, the State may, at its own option, and with prior notification and in coordination with Motorola Solutions, dispatch its own or third-party, appropriately trained and experienced, service

staff to isolate and affect repairs. Should it elect to exercise this option under these circumstances, the State will be entitled to recover from Motorola Solutions, through a reduction any Monthly Access Fee, any actual labor and costs incurred.

SECTION 2

ATTACHMENT D - LIFECYCLE MANAGEMENT

2.1 STARCOM21 NETWORK LIFECYCLE UPDATES

2.1.1 Description of Service

The STARCOM21 Network Lifecycle Updates periodically provides updates to system software and cloud platforms, with associated implementation services and hardware changes, to keep the overall Motorola owned ASTRO 25 system in a supportable state for maintenance, repair, overall network health, and security.

System release updates, when executed, will provide an equivalent level of functionality as the currently deployed system. At Motorola Solutions' option, new system releases may introduce new features or enhancements. Motorola Solutions reserves the right to offer certain new features or services as options for purchase. These new features, available separately for purchase, are not part of the Network Lifecycle Updates.

Motorola reserves the right to migrate the STARCOM21 system technologies to most current technology to assure the system capabilities, performance, and supportability. Feature enhancements may also require upgrades to Customer equipment. Motorola's scope under this Contract specifically excludes the cost or functionality of User equipment upgrades. Motorola will notify affected Customer two years in advance of all required equipment changes due to upgrades. Motorola will deliver an annual product and service lifecycle roadmap overview update at the STARCOM Advisory Subcommittee meeting. Motorola will present a detailed outline and documentation of the roadmap of technology upgrades and impact to end user equipment. Motorola will not migrate the system without advanced notice to the end users.

If Motorola implements cloud services within the STARCOM21 System, Motorola Solutions agrees to provide continuous updates to the cloud core to enable the delivery of additional functionality as it may be available.

Exclusions:

- Support for Customer provided connectivity to the cloud platform is not covered under this contract.
- ASTRO 25 System Upgrade Agreement does not cover any hardware or software purchased directly from a third party by the Customer, unless specifically included in this Agreement.
- The System Upgrade Agreement excludes repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola Solutions has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or worldwide web, or for hardware malfunction caused by the transmission medium.

SECTION 3

ATTACHMENT E - SERVICE LEVEL AGREEMENT

This **Attachment E - Service Level Agreement (SLA)** is attached to and made a part of the STARCOM21 Contract**.** No modification, amendment or waiver of any provision of this Attachment shall be effective unless approved in writing by each of the Parties hereto. Capitalized terms not otherwise defined in this **Attachment E – Service Level Agreement** shall have the meanings given to such terms elsewhere in the Contract.

Any credits assessed in favor of the State for Motorola Solutions' non-performance under **Attachment E - Service Level Agreement** will be waived by the State should the State be in material breach as determined by a court of competent jurisdiction of its financial obligations under the terms of this Contract. The Notice requirement within this **Attachment E - Service Level Agreement** shall be within 60 days of an issue or the presentation of any report

During the execution of the collaborative mechanism Motorola Solutions will agree to issue a State User fee invoice credit of $863 per month for every month the Communication Center Transport at the site is out of compliance starting on the next monthly invoice. The credit will continue for a total of 6 months or until such time the Communication Center Transport availability requirement is met, whichever is less. If the Communication Center Transport availability requirements are not met as a result of the actions taken, the State has the option to exercise its default and termination rights in the manner provided in Attachment C. Additional exclusions to the availability commitment may be allowed if User owned and maintained resources fail when they are utilized as part of the Communication Center backhaul solution or during Force Majeure events.

Planned Outages such as maintenance and upgrades will not count as down time. A planned outage is defined as an outage where Motorola Solutions is able to give the State advanced notice of an outage and the maintenance window does not exceed what was predicted. If a planned outage exceeds the time that was predicted Motorola Solutions and the State will discuss the outage and the group will then determine how to categorize the outage as a result.

Service Level Agreement requirements: Motorola Solutions shall provide continuous commercially reasonable efforts to restore any system components affected by occurrences outside Motorola’s control.

3.1 GRADE OF SERVICE

The State will review the Grade of Service (G.O.S.) reports provided by Motorola Solutions every month. If there is a G.O.S. concern the State will review the previous 12 months of G.O.S. data to determine if the requirement has been met for the year and provide Notice of said concern. If the Parties find that Motorola Solutions has failed to meet the aggregate G.O.S. requirement described below in Section 3.2 Coverage at any site during any two (2) consecutive months, or during any three (3) non-consecutive months within a twelve (12)

consecutive-month period, Motorola Solutions shall instal.l and commission the necessary number of additional working channels, to the extent permitted by available frequencies licensed to the State and/or other System Users by the FCC, at those sites where traffic blocking is occurring to bring the service level into compliance. Motorola Solutions shall take this action at no additional cost to the State within a specified timeframe agreed to by the Parties. If additional channels cannot be added to the affected site due to structural, legal, technical or space issues, the Parties agree to discuss an alternate mitigation plan. Should Motorola fail to perform the agreed to mitigation plan, the State may immediately institute the collaborative mechanism described in **Attachment I, Section 7.1.1.1.** During the execution of the collaborative mechanism Motorola Solutions will agree to issue a State User fee invoice credit of $2,934 per month for each non-compliant site for every month the G.O.S. requirement is not met starting on the next monthly invoice. The invoice credits will be distributed proportionally to those radio ID's operating on the sites impacted by the degraded service. The credit will continue for a total of six **(6)** months or until such time the G.O.S. requirement is met, whichever is less. If the G.O.S. requirements are not met the State may exercise its termination rights in the manner provided in **Attachment J**. If Motorola Solutions fails to meet the G.O.S. requirement set forth in this Contract and such failure is due solely to the State's refusal or inability to provide frequencies that are licensed to the State or the lack of available frequencies licensed to other System Users and contemplated under this Contract, then the State may not exercise its termination rights in connection with such failure by Motorola.

Special events and emergency situations that result in isolated, large increases in radio traffic will be excused from the Grade of Service SLA. A G.O.S. exception is further defined as any event where the traffic, on a given site, rises to more than 200% the normal average traffic during one or more hours and causes the site to exceed contractual G.O.S. as defined below in Section 3.2 Coverage**.**

3.2 COVERAGE

The State shall notify Motorola if in the State's opinion Motorola has failed to meet the individual Coverage requirements and terms as describedin Section 3.2.1. the complaint shall be deemed qualified, and the State may immediately institute the collaborative mechanism described in Attachment I, Section 7.1.1.1. Only after the collaborative mechanism has failed will Motorola Solutions agree to issue a State User fee invoice credit of $2,934 per month for each qualified complaint for every month the Coverage requirement in question is not met starting on the next monthly invoice. The credit will continue for a total of 6 months or until such time the Coverage requirement is met, whichever is less. If the Coverage requirement in question is not met the State has the option to exercise its termination rights in the manner provided in Attachment C.

Motorola Solutions shall operate, maintain and enhance the STARCOM21 System to provide a consistent level of working voice channel resources to State Agency all Users on the public safety side. Motorola Solutions shall guarantee a Grade of Service equal to or better than 5% (P = .05), site-by-site, to all Agency Users. "Grade of Service" shall mean the percentage of calls in the System which cannot be completed immediately (i.e., calls that are blocked and receive a busy indication) during the System Busy Hour (within a twenty four (24) hour interval, the hour with the highest average traffic load, averaged over all of the days in a calendar month). Motorola Solutions shall guarantee this Grade of Service for the Contract Term.

Motorola Solutions assumes full responsibility for the equal to or better than 5% Grade of Service requirement and shall guarantee this level of service in this Contract. Should Motorola have difficulty providing this guaranteed level of service the State will consider options presented by Motorola provided they are within this limit allowable by the FCC and/or prevailing NPSPAC RCRC authority.

Radio traffic and queuing/busy times shall be recorded by the System's assorted management and control platforms. Motorola Solutions shall accumulate and reduce this data on a monthly basis to calculate the aggregate Grade of Service experienced by all Users, on site-by-site basis. This Grade of Service calculation, and all data reduction, shall be submitted to the State monthly. Motorola Solutions inability to meet the Grade of Service requirements as described above or to properly investigate and resolve multiple day and/or multiple occurrence Grade of Service complaints from System Users, enables the State, at its option, to invoke its remedies as provided in Attachment SLA.

3.2.1 Coverage Requirements

A. System Coverage: Motorola Solutions shall meet the coverage specifications contained within this Attachment C for the STARCOM21 System including the following specifications:

1) Starcom21 provides mobile based coverage through a constellation of sites. Enhancements and system coverage will be documented and shared on the Starcom21 online repository using google earth kmz files, or mutually agreed upon format.

2) Motorola Solutions shall fully maintain and optimize all RF sites to FCC specifications for the Motorola Solutions' provided equipment.

3) All Customers shall benefit from the added coverage provided by the additional sites added per the Section 4.2.3: Infrastructure Expansion of this contract. Motorola Solutions may make alterations to the coverage of any sites that are added by the additional Infrastructure Expansion provision. Motorola shall notify the State and the Advisory Subcommittee of these potential or planned changes a minimum of 90 days ahead of the planned change date.

4) Motorola Solutions shall be responsible for the correct operation of all RF sites and all the equipment installed and/or maintained by Motorola Solutions used to provide coverage to the users of the system. The sites shall transmit the correct effective radiated power in the correct azimuth and elevation, with the correct antenna pattern. The receiver shall process received signals as tested from a working Motorola Solutions' manufactured subscriber unit within the site's coverage area from the correct azimuth and elevation with the correct antenna pattern. This equipment includes, but is not limited to:

a) Antennas and antenna systems, including the original radiation pattern of the antenna(s) as produced by the manufacturer, tower top pre-amplifiers, splitters, transmission lines, connectors, grounding, and all other antenna system components at the sites. Motorola shall be responsible for ensuring that their antenna patterns are not disrupted or degraded by other equipment on the tower. Motorola Solutions agrees to work with tower owners to mitigate any disruption or degradation of antenna patterns by other equipment on the

tower(s). Motorola Solutions shall not change the radiation pattern of any antenna on the RF sites without the permission of the STARCOM21 Advisory Subcommittee and/or its designee and any required FCC modifications as needed.

5) Upon notification via the CMSO incident notification process that Users are experiencing poor coverage in areas that should be receiving coverage, Motorola Solutions shall fully investigate the issue, cure any and all equipment related deficiencies in the STARCOM21 system that may be causing the coverage issue. After the issue has been cleared, Motorola Solutions will verify the resolution of the problem.

6) In the event that Motorola Solutions, through their efforts to identify and cure the coverage deficiency, finds that coverage is being impaired by any outside condition(s) over which Motorola Solutions has no control, Motorola Solutions shall notify the State and license owner of the condition(s). Motorola Solutions shall demonstrate to the State and license owner a reasonable effort of sound engineering studies and field testing, provide a report of the findings and provide recommended course of action. Motorola Solutions shall provide its commercially reasonable best effort and assist the license owner to find a solution to the condition(s). If the source of any issue is found to be caused by RF interference or outside interference of any kind, Motorola Solutions will turn said issue over to the license owner for resolution and will offer assistance as needed. Conditions that would be outside Motorola Solutions' control may include, but are not limited to:

   a) Interference from outside sources, including Broadcast radio stations, Television stations, radio frequency emitters operating outside of FCC rules and regulations.

   b) Interference from radio systems owned and operated by other entities, public and private companies.

   c) Construction of buildings, structures, landfills, quarries, or any other type of new obstruction that affects coverage.

   d) Unusual propagation conditions such as atmospheric ducting and similar conditions.

   e) Significant changes to foliage that affects coverage.

7) Optimization. Motorola Solutions will perform annual preventive maintenance checks on all sites within the network and shall provide an annual summary report to the State Starcom21 Advisory Subcommittee or it’s designee. Motorola will archive the annual summary report(s) on the Starcom21 document repository.

8) Adding sites to the baseline Coverage. If the Customer elects to add a site for their operational and additional coverage needs, it may be added to the network subject to the following conditions. New sites added to the existing Coverage shall follow all terms and conditions of the existing Coverage provided:

   a) The Customer shall notify Motorola Solutions of their intent to add the site to the baseline Coverage before the site is accepted by the State.

b) Motorola Solutions shall provide detailed coverage maps as part of the design phase showing talk-in and talk-out coverage for both mobile and portable radio units.

c) Coverage testing shall be at the individual Customer's cost, should the Customer elect to add a new site to the baseline Coverage.

d) Coverage Testing shall be performed in the same manner as the testing during the original system acceptance, provided that Motorola Solutions shall be allowed to use their latest versions of hardware, software, test radio equipment, etc. Before testing can begin, Motorola Solutions shall provide the State with engineering documentation that shows there is no difference in measurement methodology or accuracy that may cause a difference in test results compared to the original coverage testing. If there may be potential differences in results, Motorola Solutions shall describe the potential differences in test results (if any) to the Customer via sound engineering studies. The State may elect to add the site to the baseline Coverage, or not, at their discretion.

e) The Customer may elect to test the entire coverage area of a new site, or only the portion of the area of interest to the State. Only the tested area will be added to the baseline Coverage.

B. Mobile Radio Coverage (outdoor): Motorola Solutions shall continue to maintain the STARCOM21 System that provides statewide mobile radio coverage which provides coverage of the geographic area of the State of Illinois, plus 3 miles beyond the State's jurisdictional border, subject to compliance with the prevailing FCC rules. Motorola Solutions will maintain all RF sites in full compliance with Motorola specifications. The coverage must be at least 95% of the geographic area of the State of Illinois, plus 3 miles beyond the State's jurisdictional border at Delivered Audio Quality (DAQ) 3.0 or better, as defined in Telecommunications Industry Association ("TIA") TSB-88.1-E "Wireless Communications Systems --- Performance in Noise- and Interference-Limited Situations --- Part 1: Recommended Methods for Technology Independent Performance Modeling". Mobile coverage performance shall be equivalent between talk-in (mobile-to-System) and talk-out (System-to-mobile).

C. Portable Radio Coverage (outdoor): Motorola Solutions shall maintain the STARCOM21 System providing outdoor portable radio coverage, with a Speaker/Microphone/Antenna (SMA) configuration, at an audio quality of DAQ 3.0 or greater. In areas not covered by Attachment I, Section 3.2.1 (D), such design may require the use of vehicular repeaters.

D. Portable Radio Coverage (indoor): Motorola Solutions shall provide in-building portable coverage at an audio quality of DAQ 3.0 or greater at 95% or better inside the jurisdictional boundaries, with a test confidence level as defined by TSB88 of 99% or better, for the counties of McHenry, Lake, Kane, Cook, DuPage, and Will; and for the cities of Rockford, Moline, East Moline, Kankakee, Peoria, Bloomington/Normal, Champaign/Urbana, Decatur, Springfield, Carbondale, and the East St. Louis metropolitan area. The in-building coverage System design shall be based upon a building penetration loss of 8 dB. (This performance is also similar to that of a portable inside a passenger vehicle.) Motorola Solutions shall provide in-

building portable radio coverage and audio quality performance throughout the entire Contract Term. This level of portable in-building radio coverage shall be 95% or better for each area listed above, or that portable in-building coverage level determined through the portable in-building coverage acceptance test performed in the original STARCOM21 Contract.

E. Coverage Performance: The STARCOM21 network shall deliver the specified audio quality for both mobile and portable units while moving at speeds from 0 to 209 km/hr (0 to 130 mi/hr). Talk- in and talk-out coverage performance for both mobile outdoor, and portable in-door, communications shall be generally balanced. The baseline for demonstrating all coverage performance will be a device meeting or exceeding Motorola Solutions' published specifications for subscriber units.

3.3 AVAILABILITY

3.3.1 Availability

3.3.1.1 System Availability

Motorola Solutions shall maintain the STARCOM21 System designed and implemented for a highly available radio system. Motorola Solutions shall guarantee a system capable of availability performance such that failure of any key element, subsystem, or site shall not result in non-compliant degradation of the radio communications coverage in any area as defined under Section 3.2.1 and all subparagraphs of this Attachment E, nor a reduction in the operating features available to the radio users or communications center telecommunicators. Power interruptions at Motorola Solutions maintained sites are the responsibility of Motorola Solutions. Downtime incurred on all links supplied and/or managed by Motorola Solutions shall be the responsibility of Motorola Solutions and shall be added to the system totals to determine availability compliance. Motorola Solutions shall not be accountable for downtime attributed to console failures that are not under a warranty or maintenance agreement with Motorola. System access for a console position via a radio control station does not constitute the system being "available".

Force Majeure shall apply, with the exception of lightning damage as specified in Section 3.3.1.2, "Zone Availability." Motorola Solutions shall provide continuous and reasonable best efforts to restore any system components affected by events outside Motorola Solutions' control.

3.3.1.2 Zone Availability

Motorola Solutions shall maintain the zone controller and master communications switch at each zone's Main Switching Off (MSO) site to deliver zone availability performance equal to or better than 99.999%. Motorola Solutions shall ensure, to the maximum extent possible, that no MSO outage (except outages caused by lightning) will exceed 5 minutes. If a MSO fails due to a lightning strike, Motorola Solutions shall provide reasonable and best continuous efforts to restore MSO Site Functionality.

Motorola Solutions shall prepare and submit to the State monthly, the outage minutes for each of the MSO sites.

Upon failure of Motorola Solutions to meet the zone availability requirements of the Contract and the repair times specified under Attachment C Section 1.4.8.2, the Customer may, at its option, invoke its remedies as provided in Attachment SLA. Any suspension of any monthly Access Fee payments to Motorola Solutions by the State shall not relieve Motorola Solutions from providing all Customers registered on the System ongoing, specification compliant access to the System.

3.3.1.3 Site Availability

Motorola Solutions shall prepare and submit to the State monthly, the outage time in minutes and as a percentage of total Zone system up time for each of the RF sites. Planned Outages such as maintenance and upgrades will not count as down time. A planned outage is defined as an outage where Motorola is able to give the State advanced notice of an outage and the maintenance window does not exceed what was predicted. If a planned outage exceeds the time that was predicted, the outage will be identified as an agenda item for discussion at the next STARCOM21 Advisory Subcommittee and/or its designee meeting. The group will then determine how to categorize the outage as a result.

Average monthly downtime, per site, is calculated by adding the total outage minutes for the previous 12 months and then dividing by 12. Motorola Solutions will provide the average monthly downtime for each site, as well as a Zone Level and System Level rollup, to the State of Illinois each month.

Motorola Solutions shall provide Site Availability that averages no more than 40 minutes per site per month of unplanned site downtime, when averaged across the total number of sites in a Zone.

The priority sites identified in the table below with (**) shall be priority for resolution within 12 months of contract execution. A plan will be in place for all sites within the 12 months following contract execution, identifying a resolution method and timeline. The new Site Availability metric will be deferred for 2 years from date of this contract to allow Motorola to remediate those sites identified in the table below. If a site is not able to be remediated due to lack of available technology or excessive cost (20% over average site remediation) those sites will be excluded ~~exempt~~ from the zone measurement metric.

SITE REMEDIATION TABLE: Sites identified for remediation to improve Availability metric.

Site Name	Zone	Site Info	Backhaul Type
Metropolis	Zone 3	Site 48, ASR, Site ID SZ0140348	Satellite Backhaul
Omnipoint	Zone 3	Site 34, ASR, Site ID SZ0140334	Satellite Backhaul
**Bald Knob	Zone 3	Site 44, ASR, Site ID SZ0140344	Satellite Backhaul
**Cadez East	Zone 3	Site 39, ASR, Site ID SZ0140339	Satellite Backhaul
**Cadez West	Zone 3	Site 37, ASR, Site ID SZ0140337	Satellite Backhaul
**ATC Harms	Zone 3	Site 24, ASR, Site ID SZ0140324	Satellite Backhaul

Sand Ridge	Zone 2	Site 23, ASR, Site ID SZ014022	Fiber Backhaul
Kingston	Zone 2	Site 18, ASR, Site ID SZ0140218	Copper T1 Backhaul
**Phillipstown	Zone 3	Site 40, ASR, Site ID SZ0140340	Satellite Backhaul
Jacksonville	Zone 2	Site 38, ASR, Site ID SZ0140238	Fiber Backhaul
Eaton	Zone 3	Site 26, ASR, Site ID SZ0140326	Satellite Backhaul
Pope County	Zone 3	Site 20, ASR, Site ID SZ0140320	Satellite Backhaul

The Site Availability improvement plan may be developed by Motorola and will utilize a variety of technologies.

Motorola Solutions' efforts to comply with the Site Availability requirements described above will be monitored by the State in accordance with Attachment SLA. The State may, at its option, invoke the corresponding remedy as defined in Attachment SLA

Should technical problems prevent the successful use of this technology for backhaul diversity; the parties agree to explore alternate solutions. If such alternate technologies are required and are substantially more expensive than the Cellular Backhaul Diversity solution, the parties agree to negotiate and if necessary, agree to amend the contract.

Zone Availability - Credit

The State shall notify Motorola in writing if in the State's opinion Motorola has failed to meet the Zone Availability requirement described in **Attachment E, Section 3.3.1.2.** In the event of an Unexcused Zone Failure lasting more than 5 minutes, the State shall be relieved of its obligation to pay the amount of the Monthly Access Fee that is attributable to any hour (rounded up to the nearest whole hour) during which part or any portion of the Unexcused Zone Failure takes place and that is attributable to Users assigned to the Zone or Zones that have experienced an Unexcused Zone Failure {determined at the beginning of the Unexcused Zone Failure and adjusted upward on a proportional basis if the total number of Users is less than 6,000 at the time of the Unexcused Zone Failure). For example, if the Monthly Access Fee at the time of the Unexcused Zone Failure is $67, one Zone fails for 95 minutes as a result of a software problem, and 2,000 Users are assigned to the Zone that failed, the amount of the Monthly Access Fee that the State is relieved from paying is calculated by (i) calculating the number of hours by taking the number of minutes (95 minutes minus the 5 minutes that are excused), dividing by 60 and rounding up, (ii) multiplying the number of hours so determined (i.e., 2) by $67.00/730.5 (730.5 being the number of hours in an average month), and (iii) multiplying the number so determined (i.e., $0.183436) by 2,000. Hence, in the example, the amount of the Monthly Access Fee that is attributable to the Unexcused Zone Failure is $366.87. Motorola will credit each Customer affected by the outage, with a proportional share of the zone credit, within 90 days following the month in which the outage occurred. The affected users will be notified of the credit on their monthly statement and not be required to ask for the credit due to Zone Availability.

Site Availability - Credit

In the event Motorola Solutions has not met its annual target for site availability the Starcom Advisory Subcommittee chairperson. shall notify Motorola Solutions in writing that it has not reached its annual target. Motorola Solutions shall remedy non-compliance with a plan within 90 days of receipt such notice. Further delay in reaching the annual target at the end of the 90 day period shall result in a credit to the State on the next monthly user fee invoice of **$1,726** per month for each site below the annual target until the non-compliant site(s) are made compliant. The credit shall begin accruing retroactively dating back to the date of notification of non-compliance from the State and shall be applied to future invoices as agreed to by the parties. However, under no circumstances shall such credits exceed a total of **$17,260** per individual site in delay. In the event the Site Availability improvement plan is not completed during the total remedy period (90 days plus the maximum time implied by the **$17,260** cap per site -total 10 months) the State may immediately institute the collaborative mechanism described in **Attachment I Section 7.1.1.1.** Motorola will credit each Customer affected by the outage, with a proportional share of the Site Availability Credit, within 90 days following the month in which the outage occurred. The affected Users will be notified of the credit on their monthly statement and not be required to ask for the credit due to Site Availability.

SECTION 4

ATTACHMENT F - SYSTEM REQUIREMENTS AND ADMINISTRATION

4.1 EXISTING OPERATIONS

The STARCOM21 network supports conventional networks with connected conventional gateways. The network will support Customer's legacy conventional resources that are currently connected to the network. This contract does not provide maintenance, SUA or services on a customer conventional subsystem. The demarcation for conventional subsystems shall be the Zone Core site core LAN switch. Motorola will supply a cost for any hardware, software and licenses or maintenance to support additional conventional networks requested.

The Customer will be responsible for the purchase and maintenance of all necessary console equipment needed in order to interface with conventional base stations.

4.2 OVERVIEW OF SERVICES

4.2.1 Scope

The primary purpose and scope of this contract is to provide the State a Statewide mission-critical communications network to include voice, video and data for public safety. However, subject to the terms and conditions of the contract, the System must have the ability to accommodate additional federal, state, and local governmental and non-governmental Users. Supplies and services that may be purchased to use, support and expand the system are included in Section K, pricing.

4.2.2 Provision of Services

Motorola Solutions shall provide Network Infrastructure Services consisting of all infrastructure hardware, software and support services necessary to provide the STARCOM21 Network Service. This includes but is not limited to: Zone Controllers, RF equipment, towers, consoles, control stations and dispatch equipment, backhaul/transport, network access, software, system maintenance, training, professional services, etc.), as defined in the STARCOM21 Responsibility Matrix. The timing for the provision of Network Infrastructure Services shall be in accordance with the provisions set forth in this **Attachment F** and elsewhere in the Contract.

4.2.2.1 Provisioning and Expandability

Any System expansion shall be approved by Motorola Solutions and the STARCOM21 Advisory Subcommittee and/or its designee before any work shall be allowed to proceed. The approval process shall follow the most current approval process and procedure in place at the time. Motorola shall use sound engineering principles to design and implement any expansions to the system. Motorola shall produce complete engineering documentation for any proposed expansion for review and approval by the STARCOM21 Advisory Subcommittee and/or its designee prior to any work being performed.

Motorola Solutions shall maintain the system operation at the same or better Availability, Grade of Service, and Site Coverage performance requirements set forth **Attachment E, Service Level Agreement** regardless of the number of additional users brought on to the system, subject to frequency availability.

The equipment cost required to add, upgrade, or reconfigure network capacity, as may be requested by a Customer if not available through this agreement may be negotiated between Motorola Solutions and the User(s) or agency requesting the change to the network; as it pertains the State, any such negotiation or purchase shall be subject to prior approvals and the Illinois Procurement Code and the Illinois Criminal Code (720 ILCS 5/33E-9). Current Users not affiliated with the requesting User(s) or agency will not incur costs for the expansion required to accommodate additional users. Coverage testing shall be at the Customer(s) or agency cost, should the User(s) or agency elect to add a new site to the baseline Coverage as described in Section 3.2.1: “Coverage Requirements”.

The System shall accommodate expansion for the State and other Users that allows:

(1) Provisioning of additional Users.

(2) Infrastructure Expansion:

  (a) Additional Frequencies for improved grade of service

  (b) New RF sites for enhanced coverage.

  (c) New, redundant, or otherwise improved backhaul

  (d) New Dispatch Centers.

  (e) New Zone Controllers

(3) Any other additions, enhancements, or modifications as required.

4.2.2.2 Provisioning of Additional Users

The following describes the precepts by which Users can be added to the System:

4.2.2.2.1 Existing Users with a Subscriber Equipment Move, Change, or Add-on Request

All subscriber moves, changes, or additions may be requested only by authorized agencies personnel. Motorola solutions will maintain a list of approved agencies and authorized personnel eligible for subscriber add-on or change requests.

Existing Users with a desire to add additional subscriber equipment to the STARCOM21 network shall follow the STARCOM21 Advisory Subcommittee's Subscriber Equipment Add-

on process. Additional subscriber equipment is defined as the same type of equipment and same type of use of the network as was documented in the User's original STARCOM21 System Access Application. Should an existing User submit a Subscriber Equipment Move, Change, or Add-on request that does not include the same type of equipment and same type of use of the network, the User shall be required to submit a new System Access Application.

Users are required to notify Motorola Solutions of their intent to move, change or add additional subscriber units. If Motorola Solutions should determine the request will not adversely affect Grade of Service, Motorola Solutions will notify the STARCOM21 State System Administrator of the request and respond to the User that the request has been approved. Should the User require additional radio ids, Motorola Solutions will issue the needed radio IDs at that time.

If Motorola Solutions should determine the Subscriber Equipment move, change, or add-on request will adversely affect Grade of Service, the request will be forwarded to the STARCOM21 Advisory Subcommittee and/or its designee for review. The STARCOM21 Advisory Subcommittee and/or its designee will determine the best course of action. Once a determination has been made, Motorola Solutions will respond to the User. Any applicant disputes with the determination will be handled by the STARCOM21 Advisory Subcommittee and/or its designee.

4.2.2.2.2 New Users

Entities with a desire to access the STARCOM21 network shall follow the STARCOM21 Advisory Subcommittee's System access application process. The application process requires all applicants to complete the System access application and submit it to Motorola Solutions for review to determine if the intended use of the network will adversely affect Grade of Service. Once Motorola Solutions has been able to make a Grade of Service assessment, the application will be forwarded to the STARCOM21 Advisory Subcommittee and/or its designee for consideration.

New Users shall verify coverage prior to submitting their System Access Application. Motorola Solutions will cooperate with applicants to facilitate testing. STARCOM21 coverage is as described elsewhere in this contract. It is the User's sole responsibility to determine if the coverage is satisfactory for their operational requirements.

All STARCOM21 applicants must demonstrate compliance to the Tactical Interoperability Communications Plan (TICP) and agree to include an accepted version of the statewide interoperability template in their subscriber equipment. In addition, all STARCOM21 applicants must have written authorization from affected Users when sharing talkgroups. New users purchasing new radios must adhere to Advisory Subcommittee requirements. These requirements will be mutually agreed to by Advisory Subcommittee and Motorola Solutions. The STARCOM21 State System Administrator shall inform the applicant of the STARCOM21 Advisory Subcommittee's determination. Any applicant disputes with the determination will be handled by the STARCOM21 Advisory Subcommittee and/or its designee.

4.2.2.2.3 New User Consoles

New users with console operations on the STARCOM21 system are strongly encouraged to operate with wireline connectivity to the system. New users requesting participation on the

system with wireless console operation must submit a Motorola Wireless Console Waiver along with application for system participation.

4.2.2.2.4 Eligible Subscriber Equipment

All subscriber units must be compliant per the P25 Compliant Assessment Program (P25CAP) with Project 25 Phase 1 Trunking and/or Project 25 Phase 2 Time-Division Multiple Access (TDMA) as required by the STARCOM21 Advisory Subcommittee and/or its designee. Additionally, such applicants shall be required to ensure their subscriber manufacturer meets the current National Standard of encryption the subscriber security requirements set forth by the STARCOM21 Advisory Subcommittee and/or its designee.

Motorola Solutions is not responsible for coverage, functionality, and performance of subscriber units sourced from manufacturers other than Motorola Solutions. Any coverage complaints must be verified utilizing Motorola Solutions' subscriber units as a prerequisite to engaging Motorola Solutions when investigating coverage issues.

4.2.2.2.5 Use of Cache Radio Subscriber Equipment

Entities with a desire to create and use Cache subscriber radios on the STARCOM21 network shall follow the STARCOM21 Advisory Subcommittee's System Cache Radio Policies related to enablement, and use. Cache radio holders will follow the associated access application process. The application process requires all applicants to complete the System access application and submit it to Motorola Solutions for review to determine if the intended use of the network will adversely affect Grade of Service. Once Motorola Solutions has been able to make a Grade of Service assessment, the application will be forwarded to the STARCOM21 Advisory Subcommittee and/or its designee for consideration.

Cache Radios can be deployed up to 30 days on the system without charge. This will be baselined on their active paid radio ID's. Radios that will be over the 30 days will be categorized and billed accordingly.

4.2.2.2.6 New Non-Governmental Users

New Non-Governmental Users shall comply with Sections 4.2.2.2.2 through 4.2.2.2.5 in addition the items A- E below.

A. Prior to State approval of use of the system by a proposed Non-Governmental User, Motorola Solutions shall perform and provide to the State an engineering study for all affected sites to determine the potential impact of any proposed Non-Governmental User's use on the System with respect to the Grade of Service. Improvements or degradations to the system must be supported by these studies of specific sites and/or the entire network overall, whichever applies. The results of the study must be reviewed and accepted by the State. Use of the STARCOM21 System by Non-Governmental Users shall not degrade the Grade of Service as set forth in the Contract.

B. It is understood that as part of the State approval process the STARCOM21 Advisory Subcommittee and/or its designee, subject to its policies and System oversight

responsibilities, will be involved in the approval/denial of Non-Governmental User participation. Non-Governmental Users will be deemed Secondary Users (a Secondary User is a user that is assigned a lower priority in the busy queue, per policy of the STARCOM21 Advisory Subcommittee) unless otherwise decided by the STARCOM21 Advisory Subcommittee and/or its designee.

C. The proposal for a new Non-Governmental User shall be in writing from Motorola Solutions to the State requesting the addition of a new Non-Governmental User. The State, upon satisfactory receipt of all materials necessary for a decision, shall not unreasonably withhold written approval of such a new Non-Governmental User. However, if the State has not responded in writing to Motorola Solutions within 120 days, such request shall be deemed denied by the State. It is understood that each Non-Governmental User must work with the State or particular Government User(s) if required to obtain written FCC or other government agency waivers or authorizations as required by law, statute of the State ("Required Authorizations") prior to final approval by the State of the proposal to use the government radio frequency spectrum utilized by the STARCOM21 System. The State shall notify Motorola Solutions promptly upon receipt of any Required Authorizations.

D. Subsequent to the approval by the State to Motorola Solutions for the incorporation of a new Non- Governmental User on the STARCOM21 System, the approved Non-Governmental User must execute a Non-Governmental User Agreement with Motorola Solutions prior to using the System, or said State approval shall be deemed withdrawn. Due to the lag time associated with securing the Required Authorizations, once the Required Authorizations are received, studies used in the original proposal must be updated by Motorola Solutions based on current System information and use patterns per **A)** above and provided to the State, if more than 120 days has transpired since the State approved the incorporation of the proposed Non-Governmental User on the STARCOM21 Network. The results of any updated study must be reviewed and accepted by the State in writing prior to the execution of the Non-Governmental User Agreement. The State shall use reasonable efforts to complete its review of any updated studies within 30 days of receipt and shall not unreasonably withhold its acceptance of any updated study.

E. Additionally, all Non-Governmental applicants must demonstrate compliance to the Tactical Interoperability Communications Plan (TICP) and agree to include an accepted version of the statewide interoperability template in their subscriber equipment. In addition, all applicants must have written authorization from affected Users when sharing talkgroups.

4.2.2.3 Shared Use of Additional Resources

To the extent that any governmental entity or other System User authorizes Motorola Solutions to use that entity's resources in connection with the System (e.g., frequencies, towers, sites, etc.), all STARCOM21 Subscribers shall be entitled to use such resources as they are designed and installed in furtherance of their use of the STARCOM21 System. Upon leaving the System in accordance with their individual User Agreement, an entity that has contributed resources shall notify the State and Motorola Solutions in

writing no less than 90 days prior to leaving the System. In the event such a resource is part of the original 187 site design, and the removal of that resource affects or diminishes coverage, SLAs will be adjusted as applicable until the absence of that resource is resolved.

4.2.3 Infrastructure Expansion

The following describes the precepts by which the Infrastructure can be expanded in the System:

1) Infrastructure expansion due to the provisioning of additional User(s) will not cause an increase to the rate structures as defined in this master contract unless otherwise agreed to by the parties.
2) Under no circumstances shall any expansion or modification of the System compromise or degrade the System's specified performance and service levels for existing Users without the written approval of the STARCOM21 State System Administrator.
3) To maintain Grade of Service, expansion needs for additional Users may require additional channels at one site, many sites or all sites.
   (a) The State and Motorola prefer the use of TDMA channels for all new infrastructure expansion. As required by this contract, Motorola will perform GOS studies on all infrastructure expansion requests. If a non TDMA channel addition is requested, and it does not introduce a negative GOS condition, Motorola will defer the request to the State Advisory Subcommittee for consideration and approval.
   (b) If Motorola Solutions expands the System by adding more sites and/or frequencies licensed by Users, in general, all Users will have System access to all sites and/or frequencies within the STARCOM21 network. In certain situations, subject to the approval of the STARCOM21 State System Administrator, Motorola has the right to restrict access to sites and/or frequencies in order to protect Grade of Service or comply with FCC regulations. Under no circumstances can restricting access to site and/or frequencies result in degraded Coverage or Grade of Service per the contractual commitments in **Attachment C, Sections 2.2** unless agreed to by the affected parties.
   (c) Any and all site additions and/or expansions will adhere to the specifications defined elsewhere within this contract.
4) Motorola Solutions is responsible for providing all backhaul between Zone Controllers and RF Sites. Motorola Solutions may expand the number of backhaul links to provide redundancy or improve site availability. Motorola Solutions may use backhaul technologies including landline, microwave, fiber-optic, satellite, or any other technology as approved by the STARCOM21 Advisory Subcommittee and/or it designee. When available, Motorola Solutions may use State-Owned Resources subject to the criteria defined in **Attachment F, Section 4.3.5.** to facilitate backhaul links.
5) To meet the needs of Users, Motorola Solutions may install at the User's Dispatch Centers, one or more Dispatch Consoles; which provide a control point that is connected to a STARCOM21 System Zone Controller through a direct networked connection. The infrastructure equipment cost required to add, upgrade, or reconfigure console capacity to the network shall be negotiated between Motorola Solutions and the User requesting the console

capacity. Motorola Solutions shall maintain the current System baseline capacity of the existing console configuration at contract signing of existing State Agency Users, unless otherwise agreed to by the Parties. Existing State Agency Users shall reserve the right to maintain access to the capacity of their existing console configuration without incurring additional costs (excluding backhaul costs) even if at some time during the Contract term they decide to reduce their capacity.

6) The infrastructure equipment cost required to add, upgrade, or reconfigure site capacity of the network, as may be requested by a User(s), shall be negotiated between Motorola Solutions and the User(s) requesting the change to the network. In addition, any use of State-owned real estate in conjunction with Infrastructure Expansion will be governed by the terms and conditions described in **Attachment F, Section 4.3.5.2.**
   (a) Motorola Solutions shall maintain the STARCOM21 System employing designs and technologies such that up to 20,000 talkgroups and 250,000 individual users can be active on the system without degrading System performance delivered for State Agency Users. Each RF site in the System shall be capable of being configured with at least 28 channels. Motorola Solutions shall upgrade the system on a periodic basis to comply with the Motorola Solutions' technology roadmap in order to maintain the supportability of the network. System upgrades provide new enhancements and new Optional Features. The new enhancements in upgrade releases are defined as enhancements to existing functionality. Optional Features deployed within upgrades provide additional functionality for specific user requirements or requests. Enhancements to existing functionality are at no additional cost to users whereas Optional Features may have associated costs to Users for such Optional Features to be deployed.

4.2.3.1 Other Additions, Enhancements, or Modifications

Any additions, enhancements or modifications not covered in **Attachment F, Section 4.2.2.1.** will be addressed through the change order process described under the standard terms and conditions of STARCOM21 Contract **# CMT2028589.**

4.3 SYSTEM REQUIREMENTS

4.3.1 Infrastructure

Motorola Solutions shall provide the State access to the "STARCOM21" digital, statewide, trunked mobile radio infrastructure ("System") complying with the features, statewide coverage, system performance, and reliability, and other requirements set forth herein. Motorola Solutions shall own and/or lease, operate, and maintain the System, including all fixed radio equipment and transport equipment not otherwise supplied by the State per **Attachment F, Section 4.3.5** herein. During the Contract Term, the State shall acquire from Motorola Solutions, continuous, uninterrupted priority-level access to the System. Priority-level access shall be determined by the STARCOM21 Advisory Subcommittee and/or its designee. Motorola Solutions shall be responsible for establishing and maintaining all infrastructure support elements used such as radio towers, equipment rooms, standby

power, transport equipment, and all related support equipment, in order to maintain compliance to this Specification throughout the Contract Term.

The System shall utilize the radio trunking control protocol conforming to the Association of Public safety Communications Officials ("APCO") Project 25 common air interface ("CAI")-standard as defined on the commencement of the Contract Term. Subscriber services specified hereunder shall also conform to the series of standards and objectives set forth by APCO Project 25 for functionality, interoperability, and construction, effective on the date of commencement of the Contract Term. Should Motorola Solutions encounter a conflict between those standards and this **Attachment F** during the Contract Term, this **Attachment F** shall take precedence. The System shall also support the Fixed Station Interface (FSI), Console Subsystem Interface (CSSI) and Inter RF Subsystem Interface (ISSI) as defined within the Project 25 Standard.

4.3.2 System Tower Sites

4.3.2.1 Tower/Structural Load Analysis Reports (State Resources Only)

Prior to Motorola Solutions altering the placement of antenna, feed lines, amplifiers, and other equipment and associated structural improvements on State-owned towers, or on towers/sites erected by Motorola Solutions on State land/property, Motorola Solutions shall update and provide to the State a Illinois Professional Engineer stamped structural load analysis report for each tower site affected at no additional cost for review and approval by the State. Antenna system maintenance or like-for-like antenna system replacements are exempt from this structural load analysis requirement. Motorola Solutions' analyses shall incorporate the installation and mounting of all new RF and microwave antenna and transmission systems supplied by Motorola Solutions. The structural load analysis will reflect the Capacity Ratio (%) of the tower with the proposed load and all existing appurtenances. Motorola will not proceed with the proposed equipment alteration or addition prior to receiving the State's written approval, At Motorola Solutions' request, the State will provide Motorola Solutions any previous structural analysis reports on file for these sites. Motorola Solutions shall base its analysis of each tower/antenna site on the same factors (e.g. wind, ice, soil compression, etc.) on the current ANSI/TIA standards unless otherwise agreed to by the parties. Motorola is not responsible for structural load analysis studies or tower remediation work that may be needed to provide for a desired Capacity Ratio (%) for sites and equipment that are in place at the time of execution of this contract.

4.3.2.2 Site Survey Reports (State Resources Only)

The State shall retain complete, exclusive ownership and rights to all survey data and their respective survey map sets produced by Motorola Solutions as necessary to use State-owned Real Estate (land and property). Subsequent use or reproduction by Motorola Solutions of such data or maps outside the Contract, unless expressly permitted in writing by the State otherwise, is strictly prohibited.

4.3.2.3 System Documentation Management

In addition to the data, analyses, reports, and plans required by the State from Motorola, at no additional cost to the State, Motorola Solutions shall maintain, update and keep current,

the State's copy set of the following System Documentation as it relates to the STARCOM21 infrastructure including, but not limited to:

- Site database
- Site Responsibility Matrix
- Network backhaul database
- Starcom21 System Network Map
- Starcom21 Coverage maps in KMZ and .pdf formats (or mutually agreed format)
- STARCOM21 System Frequency Plan
- System Administration Plan (SAP)
- STARCOM21 Customer Support Plan (CSP)
- Starcom21 Preventive Maintenance Annual Reports
- Starcom21 Performance Reports
- Table of standard Day Rates for Technical and Professional Services for the current calendar year
- Motorola certified subcontractors list (updated annually)
- Document reporting and retention schedule

Motorola will retain and update these files as defined in this contract, or as mutually agreed between the parties. Motorola will create and maintain a document reporting and retention schedule that will be available to the State on the shared STARCOM21 online repository site.

4.3.3 Frequency Channelization

Motorola Solutions shall maintain a detailed frequency channelization plan that meets the signal limitations set forth by the FCC, NPSPAC Regions 13 and 54, and make the most efficient use of the radio frequencies allocated to the cities of, counties of, and the State of Illinois. The frequency channelization plan shall include all 700 MHz and 800 MHz frequencies currently being used by Starcom21. For each frequency being used, the frequency channelization plan shall distinguish (1) the site number at which the frequency is being used; (2) the site alias name; (3) in which channel number is the frequency being used; (4) the base station transmit frequency; (5) the base station receive frequency; (6) the frequency licensee.

Motorola Solutions will send the current version, of the channelization plan, to the designated State of Illinois contact whenever the plan changes. The State of Illinois may also request the current version, of the channelization plan, at any time by providing a 1-week advance notice.

The State of Illinois will regard the STARCOM21 channelization plan as sensitive system information which may only be given to those parties that have a direct need to know. For security purposes, the channelization plan shall not be shared with the general public.

For the purpose of accommodating subscriber growth and maintaining a 5% Grade of Service, Motorola Solutions may add new frequencies to sites or re-distribute existing frequencies between sites. Prior to adding or moving frequencies, Motorola Solutions will present the new Frequency Channelization Plan, to the State of Illinois, for approval.

4.3.4 Network Transport

4.3.4.1 Communication Center Transport

Motorola shall maintain the physical interconnect transport path between each ISP Communication Center and one of the System's MSO control points established by Motorola. Motorola Solutions shall provide pricing for Connectivity transport in accordance with **Attachment K - Pricing, Section 4.** Motorola will manage the control center interconnect circuits for availability per **Attachment E - SLA.** Any equipment deployed in the provisioning of transport owned by Motorola Solutions and used between the Communication Centers and one of the Systems MSO's shall become the property of the State at the end of the Contract Term.

Motorola Solutions shall update and provide to the State at its request, any changes to the network connectivity plan, for each control center interconnect.

For Control Centers other than the ISP Centers designated in this contract, Users will be responsible for connectivity to the MSO and are not required to use Motorola. However, Motorola Solutions reserves the right to approve new Control Center connections based on capacity and prioritization. If a User chooses Motorola as their Connectivity provider, Motorola shall supply a pricing quotation to provide and manage their Control Center connectivity to the Network master site(s). The party providing dispatch connectivity shall be responsible for reliability and performance.

4.3.4.2 System/Network Transport

Motorola will provide and maintain transport links as required to maintain Connectivity between all Network sites, existing and future, and the STARCOM21 Master Switching Office (MSO). Motorola has deployed transport consisting of various technologies including but not limited to fiber, leased T1's, Microwave and Point-to-Point (PTP). User owned transport may be utilized when available. Motorola Solutions may, at its discretion, elect to modify the backhaul design in order to increase capacity, reduce cost or improve reliability.

4.3.4.3 Connectivity Service Description.

If a generic demarcation point (such as a street address) is provided, the demarcation point will be Motorola's Minimum Point of Entry (MPOE) at such location (as determined by Motorola and/or its vendors). Additional wiring may be provided by Motorola, at its sole discretion, and may entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Any additional wiring will be provided and/or maintained by Motorola. Motorola will maintain Connectivity to the demarcation point only. The State disclaims any interest in any equipment, property or licenses used by Motorola to provide Connectivity.

Motorola uses different technologies to provide Connectivity. Some technologies or speeds may not be available in all areas or with certain types of Connectivity. Unless otherwise set forth in the Agreement, Motorola utilizes different technologies to provide Connectivity at its sole discretion and may include, but not be limited to ethernet, wavelength, special access, and/or wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, Connectivity may include additional

technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching (“MPLS”) and Software Defined Wide Area Network (“SD-WAN”).

4.3.4.4 Requests for Connectivity, Third Party Providers and Statements of Work.

State will request Connectivity via the issuance of a written request for a quote. Motorola will respond to requests with an applicable Statement of Work and associated service quote. Upon the State’s acceptance of the Motorola quote, Motorola will notify the State of acceptance of a request for Connectivity by delivering (in writing or electronically) a confirmation, or by delivering the Connectivity services.

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

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

4.3.4.4.3 Service level agreements (“SLAs”) provided by Motorola Solutions to State for Grade of Service, coverage, and availability are more fully described in Attachment E - Service Level Agreement.

4.3.4.4.4 Certain requirements of Motorola’s third party providers may apply to the provision of Connectivity and are included as Attachment A to this Contract.

4.3.4.4.5. Statement of Work. Motorola will provide a Statement of Work to further describe implementation of Connectivity and the use of the provided Connectivity with additional services and/or equipment provided by Motorola. An applicable Statement of Work may contain Service Level Agreements with respect to other services provided by Motorola outside of Connectivity or in conjunction with Connectivity. However, State and Motorola agree that such SLAs do not apply directly to Connectivity in and of itself provided by Motorola.

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

4.3.4.4.7 State Information. State agrees that Motorola may use, access and disclose State’s information including State data and network information within its own and its affiliates’ business operations, and with third party vendors acting on Motorola’s behalf for provision of the Connectivity.

4.3.4.4.8 Network Monitoring. Transmissions passing through the facilities of Motorola's vendors may be subject to legal intercept and monitoring activities by local authorities or its vendors (or vendors' suppliers) acting under the direction of such authorities in accordance with applicable local law requirements. To the extent consent or notification is required by State or end users under applicable data protection or other laws, State grants its consent under and represents that it will have at all relevant times the necessary consents from all end users.

4.3.4.4.9 Transmission Service Priority. Certain service priority(ies), including restoration, may be available to State for an additional fee from Motorola's third-party provider of Connectivity. If State elects to implement an available service priority for Connectivity, then State is required to expressly set forth its priority election within the applicable Statement of Work, cooperate fully with Motorola and Motorola's third party provider of connectivity to effectuate and maintain implementation, and pay any additional fees, costs, or surcharges applicable to the elected priority service.

4.3.5 State-Provided Resources

State-provided resources used as part of the original 187 RF sites, including equipment therein, currently being utilized by Motorola Solutions is available and shall continue to be available throughout the Contract Term at no cost to Motorola Solutions. In the event the aforementioned State resources become unavailable for use at no fault of Motorola Solutions, any resulting SLA related credits will not be assessed by the State as it relates to the degradation in System performance attributed to those resources becoming unavailable. To the extent that such unavailability of a State resource materially changes Motorola Solutions' ability to perform under the contract, the Parties may, subject to this Agreement, prior approvals, and the Illinois Procurement Code, renegotiate the System performance in good faith. In this instance, Motorola Solutions shall not be subject to credits under the SLA for a degradation in the System performance directly caused by the loss of the State resource until an agreement between the parties is reached to remediate the degradation in System performance. The State reserves the right to review and approve, within a reasonable amount of time the use by Motorola Solutions of any additional State resource not included in the listing of State- provided resources to be used for expansion purposes only. Motorola Solutions' use of additional State resources not being used at contract signing, may be subject to a license agreement between the State and a third party, in which case the parties, subject to prior approvals and the Illinois Procurement Code, will use best efforts and collaborate to devise or secure access to solution.

4.3.5.1 State-Owned Tower Sites

"State-owned tower/antenna sites" are those locations where there is a State-owned communications tower superstructure or an occupied State-owned building. The age, condition, accessibility, available space, and technical/design suitability of these sites, intended for continuous use by Motorola Solutions over the total duration of the Contract Term will vary.

A listing of State-owned tower sites provided for possible use by Motorola Solutions to support the System is maintained by the State and is available to Motorola Solutions upon request. Additional sites owned by the State, may be available for Motorola Solutions' use in the System dependent upon approval by the State. Any State-owned tower sites used in the System by Motorola Solutions will continue to be provided by the State in their current

conditions, "as-is", to Motorola Solutions. If any of these sites are not available or unsuitable in their current condition for use, Motorola Solutions may modify the System design to incorporate alternative State-owned or third-party sites at no additional costs to the State. Should a State-owned tower site be deemed unsuitable or unavailable for use by Motorola Solutions, Motorola Solutions and the State will, subject to prior approvals and the Illinois Procurement Code, work together to determine whether to: :

- Modify the site - The site in question would be surveyed and a plan of required modifications would be prepared by Motorola Solutions and presented to the State for review and approval, or
- Construct a new site - Should it be determined that an existing State-owned site cannot be modified to accommodate the needs of the State and/or Motorola Solutions for the System, an alternative site may be identified on which to locate a new tower and/or antenna on site property provided by the State.
- Utilize a third-party site.
- Determine a site is not available or unsuitable - Decline to construct an expansion site due to lack of a suitable facility.

Professional engineers' stamps are required for structural analyses of towers. In all cases, the work to be performed on the site or structure must be performed by a licensed and insured, in the State of Illinois, contractor qualified in this discipline. If State-owned towers are determined to be unsuitable for use in the System, Motorola Solutions shall not be entitled to any additional compensation from the State under the Contract. Instead, Motorola Solutions shall employ the process described herein. Specific Motorola Solutions requirements and State obligations for use by Motorola Solutions of State-owned tower sites are provided below.

A site Responsibility Matrix, located on the STARCOM21 Repository on-line site, defining the ownership, maintenance, and upgrade or replacement responsibilities for the STARCOM21 sites.

Customer is providing for use by Motorola Solutions, Customer owned tower/antenna sites in their respective, "as-is" condition and accessibility, and shall make no guarantees or warranties as to their suitability and accessibility for use, individually and collectively, by Motorola Solutions to support the STARCOM21 Network. Motorola Solutions shall be responsible, to its own satisfaction, for ensuring that any State-owned tower/antenna sites being used continue to be suitable for the System throughout the Contract Term, by advising the Customer of current site suitability, and notifying Customer of recommended maintenance or replacement. Therefore, Motorola Solutions shall be responsible for performing all due diligence it concludes is necessary to determine the continued suitability and accessibility of each site to support the System in compliance with the requirements of this specification throughout the Contract Term. Motorola Solutions' due diligence may include at its discretion, performing periodic site internal and external grounding tests, evaluating HVAC performance, testing any back-up UPS or electrical generators, reviewing and re-certifying the structural integrity of the tower superstructure or building roof for additional wind/ice load from new antennas and transmission lines to be installed by Motorola Solutions, and taking the necessary measures to preclude RF interference from existing equipment at the same site. Motorola Solutions shall be responsible for identifying any sources of any functional and interference problems encountered between any existing and System equipment. If the source of the problem is found to be from existing equipment on the same site that existed at the time the suitability determination was made, Motorola Solutions shall be responsible for remedying the problem at no cost to Customer, or

abandon the site in favor of a new site that still permits Motorola Solutions' System to conform to the Contract, as set forth herein. If, on the other hand, the source is due to a site or existing equipment condition that Motorola Solutions successfully demonstrates to Customer had changed after commencement of the Contract Term, Motorola Solutions will, subject to prior approvals and the Illinois Procurement Code, invoice and/or bill Customer pursuant to the terms of this Agreement for the costs incurred to identify and remedy the problem to return the System into Contract compliant operation. The Customer shall notify Motorola Solutions when Customer plans to add, change, or remove any third- party equipment at a Customer-owned site used by Motorola Solutions for the STARCOM21 System. Motorola Solutions shall evaluate whether the new equipment is electromagnetically compatible with the STARCOM21 equipment, and return a written assessment to the Customer, accordingly at no additional cost. Motorola Solutions shall submit this written assessment within sixty (60) after receiving such Notice from the Customer.

The State will, subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500), make applications for and/or maintain current, at its own cost, any FAA and FCC licenses or approvals required for Motorola Solutions to use the existing, State-owned tower/antenna sites being used in the STARCOM21 System. If requested by the State, Motorola Solutions shall assist the State in making application for, receiving such approvals and/or licenses for, and keeping current, said State- owned sites. Nothing in the Contract shall prevent Motorola Solutions from continuing to provide their own equipment or facilities on State property in support of the System, provided that Motorola Solutions has received prior written approval from the State.

The State will, subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500),continue to be responsible for normal, ongoing expenses directly associated with operating these sites during the Contract Term including:

- Prime utility electrical power at State or User owned sites
- Standby AC generator fuel and maintenance, except for generators owned by Motorola Solutions for inclusion as part of the System per **Attachment F, Section 4.4.3.**
- Maintenance/up-keep of the equipment room, tower superstructure or building roof, surrounding grounds and access. Grounding at existing STARCOM21 State sites will be considered acceptable. The State will maintain grounding in its current condition at all existing State sites. Motorola Solutions and the State shall use standard industry practices and R-56 grounding standards for future sites. Where grounding problems are identified Motorola Solutions and the State will resolve issues collaboratively as agreed to by the parties on a case-by-case basis.
- Maintenance/up-keep of all State equipment and antenna systems in the same equipment room, and on the same tower superstructure or building roof, co-located with STARCOM21 System equipment installed by Motorola Solutions
- Maintenance/up-keep of all future State equipment and antenna Systems in the same equipment room, and on the same tower superstructure or building roof, co-located with STARCOM21 System equipment installed by Motorola Solutions.
- Site security and insurances (other than insurance covering equipment installed by Motorola Solutions under the Contract)

If the Agency providing infrastructure does not perform required maintenance, resulting in unplanned downtime, Motorola Solutions shall be excused from the availability commitment, identified in Attachment E – Service Level Agreement, Section 3.3 Availability, , from the impacted site for the duration of the outage. In the event that Motorola advises a site owner of required maintenance or repair activity needs and the site owner does not respond or proceed with recommended site maintenance within 30 days, Motorola will work with the Advisory Subcommittee and the State System Administrator to resolve. At no time will Motorola proceed with the maintenance without authorization by the site owner.

Motorola Solutions shall complete all installations, perform all site checkout tests, and maintain System equipment installed at State-owned sites without disrupting State operations unless agreed to by both parties. Motorola Solutions may be allowed to recommend to the State that existing equipment and antenna placements be relocated to better accommodate Motorola Solutions' installation of its equipment for the STARCOM21 System. Should the State allow any existing equipment and/or antenna System relocation at any site, Motorola Solutions shall be responsible for completing all relocation work at no additional cost to the State, unless otherwise instructed by the State. The relocation shall be completed by Motorola Solutions on as much as a noninterference basis as possible. Any relocation shall return the existing equipment and/or antennae to the same level of functionality before such was relocated unless agreed to by both parties.

4.3.5.2 State-Owned Real Estate

Although the State has provided Greenfield Sites to Motorola Solutions at no cost, these Sites shall be provided only as needed to accommodate the STARCOM21 infrastructure. The State reserves the right to review, to set specific conditions for, and to approve or reject, all requests from Motorola Solutions to use State-owned real estate based upon the conditions set forth in the Contract. The State will maintain and provide to Motorola Solutions upon request an accurate listing of the State-owned real estate being used in the STARCOM21 System.

The State will continue to provide the State-owned Real Estate currently being used in the STARCOM21 System to Motorola Solutions for erecting towers and supporting equipment shelters for the System in their respective, "as-is" condition, and shall make no guarantees or warrantees as to their suitability for use, individually and collectively, by Motorola Solutions to support the System.

If Motorola Solutions applies for the use of Greenfield Sites (owned by the State) for system expansion, at its own cost, Motorola Solutions shall be responsible for performing all due diligence it feels is necessary to determine the suitability of each parcel to support the System design in compliance with the requirements of this **Attachment F.** Motorola Solutions' due diligence may include, but not be limited to, performing soil resistivity tests, soil load bearing analysis, accessibility by construction vehicles, and taking the appropriate design measures to preclude RF interference from existing equipment at locations nearby but outside the parcel. Motorola Solutions shall be responsible for maintaining any improvements performed by Motorola Solutions to State land, at no additional cost to the State should Motorola Solutions determine through this due diligence it is necessary to render the land suitable for its use under the Contract. Motorola Solutions shall be responsible for continuing to identify the source of any functional and interference problems encountered by Motorola Solutions after Motorola Solutions' equipment has been installed. If the source of the problem is found to be a condition on or near the parcel, Motorola Solutions shall be responsible for remedying the problem at no cost to the State or abandon

the parcel in favor of a new site that still permits Motorola Solutions' System design and installation to conform to the Contract. If, on the other hand, the source is due to an off-site condition that Motorola Solutions successfully demonstrates to the State had changed after commencement of the Contract Term, Motorola Solutions and the State shall negotiate a mutually agreeable solution.

Use by Motorola Solutions of any Greenfield Sites shall be restricted only to that needed to support the STARCOM21 System requirements, unless expressly stipulated otherwise in the Contract. Motorola Solutions shall perform all improvements to State land required to support the System according to State and local construction standards, regulations, and practices.

The State will manage FCC and FAA approvals and licenses required to deploy the System on State-owned land. Motorola Solutions will make application for any FAA approvals required to erect any new tower superstructure on State-owned land. Once these approvals and/or licenses are obtained, Motorola Solutions shall proceed with work on each site in accordance with said FAA and FCC regulations. If requested by the State, Motorola Solutions shall assist the State in making or updating applications for the necessary FCC approvals and/or licenses for said State-owned land. Motorola Solutions shall be responsible for ensuring that any State-owned land continues to be suitable for use throughout the Contract Term.

4.3.5.3 User-Licensed Frequencies

Motorola Solutions maintains a list of all 700/800 MHz-band land-mobile radio frequencies, respectively, licensed to the State by the FCC being used in the System. Only with the approval of the State shall Motorola Solutions seek to incorporate into the System any frequencies allocated to the State of Illinois by the FCC, but actively licensed to other public governmental bodies located within the State.

Spectrum Deployment

Motorola Solutions shall maintain the STARCOM21 System according to the radio frequency spectrum requirements set forth below in this **Section 4.3.5.3,** and related sections thereof, of this **Attachment F.** Motorola Solutions shall deploy all frequencies in the radio bands below in a narrowband (12.5 kHz) design, except for those channels deployed for NPSPAC Mutual Aid.

Motorola Solutions shall take responsibility for, and take the necessary steps to remedy; any RF interference problems because of its frequency re-use strategy. Motorola Solutions' methodology to resolve interference after System deployment shall be to isolate the interference signal (what frequency is causing the interference) and characterize it (who is responsible for the interference). After those determinations are made, Motorola Solutions shall contact the appropriate party and hold such party accountable for remedying the problem. Should the third-party refuse to cooperate with Motorola Solutions to remedy the interference problem, the Licensee will use its rights under the FCC operating license to file a complaint necessary for the FCC to take action. Should the FCC find for the third-party, Motorola Solutions shall be responsible for taking any steps necessary to abrogate the interference by whatever measures it chooses but shall take such steps within ninety (90) days after the date of FCC finding in order to return the System to compliant operation. Motorola shall advise the State and Licensee if additional frequencies are required to

abrogate the interference, the State and/or Licensee shall be responsible for resolving frequency acquisition issues.

In the event that Motorola Solutions, through their efforts to identify and cure RF interference, finds the RF interference is being caused by any outside condition(s) that Motorola Solutions has no control over, Motorola Solutions shall notify the State and license owner of the condition(s). Motorola Solutions shall demonstrate to the State and license owner a reasonable effort of sound engineering studies and field testing, provide a report of findings and provide recommended course of action. Motorola Solutions shall provide its reasonable best efforts and assist the license owner to find a solution to the condition(s). If the source of any issue is found to be caused by RF interference or outside interference of any kind, Motorola Solutions will turn said issue over to the license owner for resolution and will offer assistance as needed. Conditions that would be outside Motorola Solutions' control may include, but are not limited to:

1. Interference from outside sources, including Broadcast radio stations, Television stations, radio frequency emitters operating outside of FCC rules and regulations.
2. Interference from radio systems owned and operated by other entities, public and private companies.
3. Construction of buildings, structures, landfills, quarries, or any other type of new obstruction that affects coverage.
4. Unusual propagation conditions such as atmospheric ducting and similar conditions.
5. Significant changes to foliage that affects coverage.

Motorola Solutions shall be entitled to use all of the Spectrum frequencies (defined below) and shall not, without authorization from the State, use in the System other frequencies allocated by the FCC to the State that are currently licensed for use by other State or non-State Agency Users.

System coverage and channel loading shall determine the number of frequencies required. Any additional frequencies allocated to the State that are not specified in this Contract for use in the System, may be employed only for expansion of the System.

Frequency Acquisition

Although the State is ultimately responsible for making application for all State FCC licenses and renewals, and for complying with FCC rules, Motorola Solutions shall be responsible for all engineering work and performance of all research required to provide the information needed by the State frequency coordinator to accomplish license applications which are necessary for the System operation. This work shall include all adjacent channel research and coordination with all Users. The State agrees to make application for all Federal Communications Commissions ("FCC") licenses, waivers, and authorizations required for installation and use of the System prior to the scheduled installation of user equipment. Motorola Solutions shall assist in the preparation of license applications, but Motorola Solutions shall not be sought as an agent or representative of the State in FCC matters.

FCC licenses shall be for all specified fixed, mobile (vehicle), and portable transceivers. Where State frequency spectrum is utilized, these licenses shall be in the name of the State or its designee. Licenses shall reflect the sites identified in the detailed System design package, with elevations, radiated power limits, modulation types and coverage areas consistent with the specified requirements and FCC regulations.

Newly-acquired licenses for frequencies currently utilized by the State elsewhere or utilized under other operating parameters can replace current licenses.

Licenses shall clearly address any associated FCC-approved waivers. Any construction activity or equipment installation work at a site prior to completion of the applicable frequency acquisition is strictly at Motorola Solutions' sole risk.

NPSPAC Region 13 and 54

Motorola Solutions and the State will work jointly and directly with the respective NPSPAC 13 and 54 frequency coordinators, including but not limited to supplying all necessary material and labor required for the State to successfully acquire and license the necessary channels specified by Motorola Solutions' frequency allocation/re-use plan approved by the State. Motorola Solutions shall maintain for State approval such a frequency re-user plan that shall conform to the signal limitations set forth by NPSPAC Regions 13 and 54 and make the most efficient use of the frequencies according to applicable FCC rules.

Motorola Solutions shall work with the State Frequency Coordinator to complete the necessary FCC Form 601 (with all associated documentation as required by NPSPAC Regions 13 and 54) for all sites which utilize public safety frequencies in Motorola Solutions' proposed infrastructure in conjunction with the STARCOM21 System.

The State shall provide engineering and technical support to formally present public safety license applications pertinent to the STARCOM 21 System to the appropriate Illinois NPSPAC Region 13 and 54 Regional Conformance Review Committees (RCRC) and, as required, any adjacent-state RCRC. This support shall include Motorola Solutions attending briefings, and presenting the Form 601, to each RCRC, and respond to questions raised during and after the aforementioned briefings.

Spectrum Availability

Motorola Solutions is not responsible for the ownership, licensing, or availability of spectrum incorporated into the Starcom21 network by non-state users. If non-state users remove spectrum resources from the system, Motorola will assist the State as outlined in the **Section 4.3.5.3** Frequency Acquisition to replace needed spectrum resources. However, the state is responsible for spectrum availability required to retain service levels defined in this Agreement.

4.3.5.4 State-Owned Transport

The System, as currently designed and operational, utilizes a variety of State-owned or State-leased transport (microwave, fiber, T1, campus LAN/WAN, Illinois Century Network, satellite, broadband, etc.) links. The State shall continue to provide Motorola Solutions use of these transport resources (bandwidth) to the extent such resources are employed upon the commencement of the Contract Term. Requests by Motorola to the State for use of additional State-owned or leased bandwidth for use in the System after the commencement of the Contract Term, whether for supporting State or other Users' needs, shall be submitted in writing to the State. The State will review, evaluate, and if acceptable to the State, approve such requests within thirty (30) days from the date the State received them. . The STARCOM21 system also incorporates various backhaul transport media contributed by Non-State users, and use of those transport links is addressed in those individual user contracts.

Motorola Solutions shall be responsible for performing all due diligence necessary to continue to determine the suitability of all transport to support the System in compliance with the requirements of this **Attachment F** throughout the Contract Term. Motorola Solutions' due diligence may include, but not be limited to, testing for transport stability, unacceptable BER performance, link reliability, link support infrastructure reliability, capacity, spare parts availability, etc. Motorola Solutions shall be responsible for maintaining at no additional cost to the State, any improvements made by Motorola Solutions to local agency transport used in the System that Motorola Solutions determines through this due diligence is necessary to maintain the transport suitable for its use in the System. If the State makes any modifications to the state-owned backhaul that supports the Starcom Network without prior notification or planning utilized by Motorola Solutions, which is the sole cause of an outage or causes a degradation to the service, the State will be responsible, at its own cost, to restore the backhaul to its proper operational configuration. Motorola Solutions shall be excused from their availability commitment per **Attachment E - SLA** if any modification to ~~state~~ owned all backhaul resources utilized while the backhaul is being restored to its proper operational configuration adversely impacts the Network. During the Contract Term, Motorola Solutions shall be responsible for identifying the source of any functional and interference problems in the System encountered by Motorola Solutions after Motorola Solutions' equipment has been installed. If the source of the problem in the System is found to be due to a transport equipment condition that existed at the time the suitability determination was made, Motorola Solutions shall be responsible for remedying the problem at no cost to the State or abandon the transport in favor of a new interconnect approach that still permits the System to conform to the Contract. If the source is unrelated to site conditions that Motorola Solutions successfully demonstrates to the State as the cause of the issues and that it changed after commencement of the Contract Term, Motorola Solutions and the State may negotiate a mutually agreeable solution.

Motorola Solutions shall be responsible for documenting and maintaining a use plan for any all transport used by Motorola Solutions. Motorola Solutions shall continue to provide any additional equipment, cabling, and wiring, required by Motorola Solutions to incorporate the State transport's bandwidth into the System. Other than prime utility electricity costs for the System equipment, Motorola Solutions shall be responsible during the Contract Term for all ongoing expenses directly associated with Motorola Solutions' additional equipment, cabling, and wiring, installed to take advantage of the transport bandwidth the agency is providing.

4.4 SYSTEM PERFORMANCE

Motorola shall maintain and support the System to provide Service Level (Grade of Service), coverage, and System Availability, as defined in Attachment N - Service Level Agreement.

4.4.1 Coverage Prediction Maps

Motorola Solutions shall update and provide to the State new coverage maps in a mutuallyagreeable format any time changes are made to the system upon request. These coverage maps shall show predicted mobile and portable outdoor direct-to-Network coverage, and portable in-building direct-to-Network coverage, reflecting the coverage requirements as agreed to by the parties.

4.4.2 Bi-Directional Amplifiers (BDAs)

User agencies may require Motorola Solutions to design and install BDA system(s) to provide in-building radio coverage in facilities used by the agencies to meet their operational requirements. The requesting agency shall be responsible for the costs of the BDA system, as agreed to by the parties.

The BDA system shall be compatible with APCO Project 25 communications on the 700 and 800 MHz spectrum in use in the area where the facility is located. The BDA shall be designed and installed to provide adequate system coverage in the required indoor areas of the facility. The BDA shall not cause interference to other STARCOM21 users in the area, or to other radio and cellular communications systems. BDA shall be registered with the FCC.

Motorola Solutions shall use sound engineering practices to design and install the BDA system. Hardware components of the BDA include, but are not limited to: Amplifiers, filters, chassis, power supplies, wiring, transmission lines, radiating coaxial cable, fiber optic cable, indoor and outdoor antennas, etc. Design and installation of the BDA include, but are not limited to: amplifier and filter specifications, gain calculations and loss budgets, interference calculations; installation of electrical service, all system components, antenna, coax, transmission line, etc.

4.4.3 Power

All sites on STARCOM21 shall be equipped with UPS and Generator backup in the event of a commercial power outage. Where Motorola Solutions is responsible for equipment maintenance, Motorola Solutions shall ensure all master, repeater and simulcast sites are equipped with standby generator backup service with a minimum of 5 days of fuel.

Where Motorola Solutions is responsible for equipment maintenance, Motorola Solutions shall ensure all Master sites are equipped with, an on-line, uninterruptible power supply ("UPS") systems adequately sized to provide adequate conditioned and reliable electrical power to operate the radio system and all associated components supplied and installed by Motorola Solutions until the emergency generator activates. The UPS shall be configured to be recharged by the emergency generator when the emergency generator is in operation. The Master site UPSs will have battery capacity of 1 ½ hour. Remote sites shall be equipped with a UPS or battery backup of sufficient capacity to keep the radio system operational during a power failure, until the standby generator takes the load. Should Motorola Solutions elect, at its own option, to employ an existing, State-owned generator set present at any State-owned facilities, Motorola Solutions shall be responsible for examining, and making any modifications, changes or additions necessary at no additional cost to the State, to support the additional electrical power demand from the System while still supporting any pre-existing equipment at each specific site, to meet the requirements set forth herein. Any changes to any State-owned power systems shall be provided to and approved in writing by the State System Administrator prior to commencement of work.

Motorola Solutions shall supply and maintain UPS systems at each master site (MSO) unless otherwise agreed with the site owner. Each MSO will have battery capacity of 1 ½ hour.

Any equipment supplied by Motorola Solutions, including but not limited to microwave and multiplex or equipment operated from DC power shall be supplied and maintained with a float charged battery plant with a minimum capacity of 2 hours.

Where Motorola Solutions is responsible for equipment maintenance, Motorola Solutions shall start all standby generators on a monthly basis to verify correct operation. Where Motorola Solutions is responsible for equipment maintenance, all UPS systems and standby generators shall be subject to annual preventative maintenance for the Contract Term.

4.4.3.1 Fault Tolerance/Self-healing

When infrastructure equipment, subsystems, systems or sites fail, the remaining infrastructure shall automatically reconfigure itself to provide the best possible operating alternative. After repairs are completed, the System shall automatically restore itself to its normal operating configuration. Documentation of maintenance and repair for all sites shall be made available as required for review.

Motorola Solutions shall maintain a System that will provide, to the maximum extent possible, centralized remotely controlled system management from each System management platform's location.

Motorola Solutions shall maintain the system configuration for automatic backup of the current User Configuration Database so that a restore point is readily available in the event of a database corruption.

4.4.3.2 Satellite Links (Fixed or Field Deployable)

Motorola may utilize Satellite Connectivity as an alternate or primary method, based on availability of linking remote sites to a MSO site. Satellite Connectivity is a suitable solution for backhaul diversity, disaster recovery and Site on Wheels deployments. Satellite Connectivity provides geographical diversity from local terrestrial circuits and can be very effective for earthquake recovery. Satellite Connectivity has inherent delay in voice communications and will not be deployed as a primary connectivity solution without approval of the Starcom21 Advisory Subcommittee or it’s designee. Approval has been authorized for ASR Sites. The delay also makes it unsuitable, currently, for simulcast sites or for Dispatch Centers.

Motorola will maintain a minimum monthly allotment of Satellite time for the benefit of the STARCOM21 Network. Motorola will, at its discretion, utilize satellite connectivity to improve remote site reliability. The State and other Users may request the use of minutes from Motorola allotment for Site on Wheels deployments and disaster events. Motorola reserves the right to charge the State and other Users for Satellite time in excess of our unused monthly allotment. Connectivity purchasing will be done in accordance with **Attachment K - Pricing, Section 4.**

The State and other Users may elect to purchase additional satellite redundancy. Connectivity purchasing options are described in **Attachment K - Pricing, Section 4.** Motorola Solutions will support Satellite deployments as part of the User airtime fee paid by Users. Training and maintenance services for User owned satellite equipment is offered as a sold option by Motorola.

4.5 FUNCTIONAL REQUIREMENTS

Motorola Solutions shall maintain for the State a STARCOM21 System that is compliant to APCO P25 standards. Motorola shall enable Starcom21 to use the features under

Functional Requirements based on the State's ability to use and maintain frequencies defined in **Section 4.3.5.3**.

4.5.1 Features

The STARCOM21 System provides the following functions and features. Some features and functionality are optional in the APCO P25 required feature set and may not be supported by all Subscriber units.

4.5.2 Trunked Radio System Requirements

General Requirements

Motorola Solutions shall maintain for the State a STARCOM21 System that provides the following range of functionality to consoles, consolettes, control stations and subscriber units authorized to access the System. All functionality shall be available Statewide, unless stated otherwise hereunder:

User Organization: Motorola Solutions shall support the use of multiple user talkgroups for the State. The System shall be maintained with the capacity to support up to 20,000 unique talkgroups and 250,000 radio Units and consoles. There shall be no limit to the number of radio units assignable to each talkgroup, and any talkgroup shall be able to be programmed in any radio, up to the capacity limit of the mobile and portable radio operating under the Contract. The System shall be configured to provide radio communications, with all functionalities specified herein unless otherwise so stated, between any two or more field radio and console Users in the System statewide, throughout the coverage reach/range of the System.

Motorola Solutions shall continue throughout the Contract Term, to configure the System to accept additional talkgroups as specified above as Additional Users are added to the System.

System Busy: Should all working voice channels at a particular site be in use when a User radio attempts to access the System, the System shall send a signal via the control channel to the subscriber unit that the system is busy. The signal shall indicate that a request for access to a working voice channel has been recognized and queued (according to the priority level established for the talkgroup/User pre-programmed) until a working channel is available.

Call-Back: System shall notify the user with a call back tone when a channel becomes available.

Busy System Handling: The System shall continue to process a request for access from a radio or console User that has been placed into a "busy queue" due to prevailing radio traffic demand, until access to that radio or console is finally granted by the System. The System shall provide the ability for STARCOM21 Users to assign hierarchal priority levels for different talkgroups and Users, such that the System will automatically grant access to one or more working voice channels based on priority level. Level 1 shall be reserved for emergency radio traffic. Levels 2 through 10 (default level), in descending order of priority shall be assignable by Users to different talkgroups and Users on the System. These priority levels shall be assignable and valid System-wide.

Emergency Alarm/Call: The System shall handle all emergency alerts from all radios on the System with the highest possible priority. A data message shall be transmitted on the System's control channel and directed to all console client positions pre-configured with the same talkgroup through which the emergency call was initiated. The State shall have the capability to configure the System to grant immediate System voice access to a radio in emergency mode using a "ruthless preemption" feature. Using this feature shall remove the lowest priority-User from their working voice channel and allocate that channel to the emergency call. The State understands that "ruthless preemption" has the possibility of creating RF interference and therefore does not guarantee that subsequent transmissions will be understandable.

Push-to-Talk ID: The System shall use the Subscriber radio's unique numeric identification (ID) number pre-programmed into each Subscriber Unit to uniquely identify it. The System shall correlate the Subscriber Unit ID number to other information about that Subscriber Unit (e.g., name or "alias' of the radio Unit, User's organization or agency, System access rights, etc.) pre-programmed into the System's master database of registered Users. The System shall transmit the Subscriber Unit ID number to, for display on other properly configured subscriber unit displays and shall present the Unit ID and other Unit information in the System's master user database on the console client pre-configured for that User's operating environment.

Call Alert: The System shall allow properly configured and authorized Subscriber radio and console Users to "page" an unattended radio (i.e. on the System's control channel, but the User is not nearby to answer the radio call).

Private Conversation: The System shall allow Private Conversation only with the approval of the STARCOM21 Advisory Subcommittee and/or its designee.

System Scan:

The System shall support the scanning of talkgroup modes on this or another, compatible, trunked radio system for voice channel activity.

At the State's direction, the System shall support the State's assignment of talkgroups labeled PRIORITY and "Primary Dispatch" as "requested" talkgroups. A "requested" talkgroup is defined as a talkgroup based radio communication that will be automatically routed by the System to one or more pre-programmed sites or simulcast cells within the System. This is independent of how Users being supported by that site or simulcast cell at any time are particularly configured and operating, irrespective of the number of Users. This functionality is subject to the following conditions:

- A voice channel must be available (unused);
- User Units must be on the System and not on a conventional channel;
- The site where the User is affiliated is in "wide area trunking" mode

Motorola Solutions will maintain the System fleetmap established by the State to include a unique PRIORITY and Primary Dispatch talkgroup for each State District. Revisions made past Contract Execution and ongoing must be submitted to Motorola Solutions for review to determine if the revision will adversely affect Grade of Service. If the revision has been determined to negatively impact the Grade of Service, Motorola Solutions will provide the results to State and Starcom Advisory Subcommittee and produce an Infrastructure Expansion cost or an agreed solution by both parties. The infrastructure equipment cost required to add, upgrade, or reconfigure site capacity of the network for any revision, may

be negotiated between Motorola Solutions and State. Any negotiation shall be subject to prior approvals and the Illinois Procurement Code. In addition, any use by Motorola Solutions of State-owned real estate in conjunction with Infrastructure Expansion will follow the process described in Attachment F, Section 4.3.5.2. Motorola Solutions shall program the requested talkgroups according to the approved fleetmap as follows:

- For every site or cell geographically placed entirely inside a given ISP District boundary, Motorola Solutions shall program and maintain each of these locations with the given District's PRIORITY and "Primary Dispatch" talkgroups. These sites or cells shall also be programmed and maintained by Motorola with the PRIORITY and "Primary Dispatch" talkgroups from every other District that shares a common geographic border with the given District, as established by the State.
- For every site or cell geographically located either partly or entirely outside a given ISP District boundary, but capable of providing contractually compliant coverage for that given District, Motorola Solutions shall program each of these sites or cells with the given District's PRIORITY and "Primary Dispatch" talkgroups established by the State.

Radio Traffic Management: The System shall be able to manage radio traffic on a talkgroup basis, through "message-trunking" with PTT identification, or "transmission-trunking", or both together at the same time. In message-trunking, the System shall hold a working channel granted to a User for short period to improve subsequent PTT access times for those same Users on that talkgroup. During transmission trunked operation, the System shall immediately make available the working channel used by a talkgroup for other radio traffic, without the added hold time. The hold time to optimize the System's overall system level (Grade-of-Service}, and the combination of message and transmission- trunking management for specific talkgroups, shall be adjustable and reconfigurable by Motorola Solutions at the direction of the State at no additional cost as User needs change and expand throughout the Contract Term.

Group Radio Traffic: The System shall provide the State the ability for radio and console Users to initiate and participate in "group" (one-to-many) radio traffic by selecting a talkgroup on the radio or console client. The State, assignable on a talkgroup basis, shall be capable at no additional cost of directing Motorola Solutions to reconfigure the System to use "Fast Start" or "All Start".

Announcement Radio Traffic: The System shall provide the State the ability for radio and console Users to initiate and participate in group (one-to-many) "announcement" radio traffic across different talkgroups simultaneously, employing either of, but not both concurrently, two modes at the selection and discretion of the State, "Interrupt" or "Wait". Otherwise the system will revert to the talkgroup calls after the Announcement call. While in announcement mode, all talkgroup traffic shall be heard by each User participating on the announcement call on a first-come, first-served basis, not System-wide, but on a Zone-basis only.

System Access Setup Time: Under normal System radio traffic and coverage conditions, no "busy/queuing" of radio traffic, and with no external RF interference, the System shall perform according to the following maximum System access setup response times as measured in milliseconds between the instant a radio or console User depresses their PTT switch, and the instant the System responds to that User that their audio is tuned to a working voice channel:

- Radio-to-radio, simulcasted 800
- Radio-to-radio, single-site 650

- Console-to-radio, simulcasted 500
- Console-to-radio, single-site 500
- Radio-to-console, simulcasted 800
- Radio-to-console, single-site 650

Frequency Re-use and Blocking: When required for system loading and/or coverage issues, Motorola Solutions shall maintain a System configuration such that licensed frequencies placed into operation in the System are re-used dynamically and automatically at adjacent or nearby sites, both in simulcasted and multi-site RF environments, without interference. When a shared frequency at one site is assigned to a radio user as a working voice channel, the System shall automatically preclude adjacent or nearby sites from using the same frequency to avoid harmful interference.

System Telephone Interconnect: The System shall not be configured with telephone interconnect for any federal, state, county, or local public safety User on the System without the express written approval from the STARCOM21 Advisory Subcommittee and/or its designee.

4.5.2.1 Encryption

Motorola Solutions shall provide encrypted voice radio communications for specific talkgroups within the System as identified by the current User fleet-map. The System shall be configured to accept the Project 25 encryption scheme, AES-256 as the standard, default choice for system encryption. User Agencies may elect to use other P-25 compatible encryption schemes as their operations require and the System supports. Every channel at every site within the System shall be equipped to process encrypted communications. Encryption shall not have any effect on service level, RF coverage, voice audio quality, resource and site availability, and functionality, delivered by the System.

The System shall pass all encrypted voice radio communications in encrypted format within the infrastructure (i.e. decryption shall be performed only by mobile, portable, and desktop control station radio Units equipped with encryption modules.) Under normal operations, no encrypted voice radio communications shall be directed to radio consoles or to the voice-logging recorder. If the User elects to pay for this option, Motorola Solutions shall provide encryption capability to the radio consoles and/or voice-logging recorder.

The System shall be capable of implementing up to 4,095 different encryption keys at any one time on the System. The system shall be capable of implementing "over-the-air rekeying" capability as defined by prevailing APCO Project 25 standards for encryption. Once implemented, re-keying shall be accomplished through a separate, centralized facility such as an additional server on the System, and accomplished through the System Management platform, or the radio control console client, specified under the Contract.

4.5.2.2 Seamless Roaming

The STARCOM21 Network shall support Seamless Roaming by all subscriber units, if those subscribers are programmed to operate in this manner. The system shall support the operation of Subscriber units as described below. The interaction between the system and subscriber units can be described as seamless roaming between radio tower sites or simulcast cells within each System Zone, as well as between the System's communication Zones. As Users affiliate with the System and begin to roam between different sites, simulcast cells, and Zones, it is permissible that there is a temporary increase in System

loading, depending on if Users roam to sites/cells that already have like talkgroup members affiliated. Motorola Solutions shall employ and maintain the following mechanisms on the System to reduce or eliminate these loading effects:

User Deregistration: As Users roam from one site/cell, they leave the coverage of their previously affiliated site/cell. As they do this, they shall be taken out of the System's database for that site/cell. This shall prevent the System from assigning a channel to a User who is not active at a particular site (also known as 'phantom loading'). If the User either changes their radio's operational modes to a conventional system or actually turns the radio off, the System shall de-affiliate the radio from that site/cell. The System shall automatically re-register the radio once it returns to the normal, trunked- radio mode. Recognizing that deregistration is not a P25 standard, this feature only applies to those radios operating under the deregistration protocol deployed on the System.

The System shall provide access to communications and functions in a smooth, uninterrupted manner while a given User moves geographically throughout the System. More specifically, the System shall automatically follow a radio Unit with pre-programmed roaming privileges to access different sites/cells as the User roams from site/cell to site/cell, District-to-District, or Zone to Zone. The System shall hand- off radio traffic from a Unit from one site/cell, District, or Zone, without interruption and without dropping radio traffic, call setup, or the User's registration/affiliation on the System.

4.5.2.3 Over-The-Air-Programming

Over-The-Air-Programming (OTAP) is a process where a Motorola Solutions manufactured subscriber unit is programmed over the air (RF interfaced) using the radio system network and approved customer programming templates to perform the programming functionality. Motorola Solutions manufactured subscriber units may also be read over the air.

Programming templates shall be managed and maintained for all users. The management and maintenance of programming templates shall require a process of updating and version control. All Users are responsible for their templates. When a User creates or modifies a programming template, a copy shall be sent to the STARCOM21 Managed Services Team for proper inclusion in a master template repository. The master template repository location shall be in a secure environment that shall be backed up routinely.

Any templates used for programming, via OTAP, shall reside in the master template repository so that only version-controlled copies shall be used. That practice shall limit the potential error of utilizing an incorrect template. All templates shall have a unique name and date field and shall be easily discerned as to who the User is based upon the unique name. Old versions of the templates shall be stored in an archive file for emergency use should a User wish to revert back to a previous version of a template.

The OTAP programming process shall be performed sequentially for multiple radios so coordination is a key element to accomplish programming of the radios in the most efficient manner. OTAP coordination shall be agreed upon between Motorola Solutions and the User. Details of the OTAP programming process shall be documented in the STARCOM21 System Administration Plan.

4.5.3 Interoperability

The original STARCOM21 System build-out provided interconnect control and use of the conventional radio communication systems located at each User Dispatch Center. At the State's direction, ISPERN may be patched to a dedicated PRIORITY talkgroup assigned in the System fleetmap on a per ISP District-basis. Interoperability channels may be patched to dedicated talkgroups in the System on a per User Dispatch Center basis. For future dispatch additions or changes Motorola Solutions may be contracted under a separate contract to equip and configure each User Dispatch Center with the interface resources necessary to connect, patch, group, control, and use these and other conventional channels located at each User Dispatch Center.

The System shall provide the capability to interconnect other digital and analog systems operating in the State that are compatible with the trunked System control protocols employed by Motorola Solutions for the STARCOM21 System subject to the approval of the STARCOM21 Advisory Subcommittee and/or its designee.

4.5.4 Data Messaging/Communications

The primary purpose of STARCOM21 is to provide mission-critical voice communications. Data applications that may enhance User productivity and/or provide improved spectrum efficiency will be considered for use on the network but each application must be reviewed and approved by the Advisory Subcommittee and Motorola Solutions. In all cases, data traffic on STARCOM21 will have a lower priority than voice traffic.

4.5.4.1 Network Access

Data applications that run on STARCOM21 voice channels are not allowed unless otherwise approved by the Advisory Subcommittee and Motorola Solutions. Users that have access to additional licenses for data channels may request authorization to collocate station on STARCOM21 sites. Permission from site owners is required and subject to provisioning requirements described elsewhere in the contract. Access to STARCOM21 MSO's control and switching of voice traffic is allowed subject to negotiation and agreement with Motorola Solutions.

4.5.4.2 Status Messaging

Status messaging and other applications that run only on the designated control channels are allowed subject to an approved application by the Advisory Subcommittee. Additional airtime fees will not apply to Users that subscribe to voice services on STARCOM21 for the use of status messaging. Any User that may subscribe for Status messaging only would be subject to fees negotiated with Motorola Solutions.

If the User so chooses, Motorola Solutions shall, within a schedule mutually agreed between the parties, activate the ability to perform rudimentary non-verbal, status communications via pre-programmed, fixed data burst for control of functions such as "10-8", etc. over the System's control channel. The State shall define and Motorola Solutions shall incorporate into the User fleet-map the assignment and corresponding context (i.e. message text) of these non-verbal communications.

4.5.4.3 Authorized Data Functions

Certain applications that enhance security and or User functionality (i.e. GPS tracking, radio authentication etc.) may be approved by the Advisory Subcommittee and Motorola Solutions for use with appropriate spectrum. New GPS users shall be required to use Enhanced Data in their subscribers. Polling cadence for additions of GPS shall be reviewed and approved by Motorola to assure no detrimental system performance impact. The compatibility of User equipment and any costs associated with enabling User equipment to access these features are the responsibility of the end User equipment manufacturer. Motorola Solutions reserves the right to approve or reject deployment of any feature not specified in the P25 Standard or identified as a requirement in this contract. In certain cases, Motorola Solutions may elect to a one-time fee or recurring fee(s) for access to new features.

4.5.5 System Administration

4.5.5.1 System Management and Control

Motorola Solutions shall supervise, manage, control, maintain, and oversee, the System's performance, functionality, and availability. However, the State also requires that Motorola Solutions provide it with concurrent capabilities in order to oversee the State's use of the System. The State has a primary Network Operations Center ('NOC") in Springfield, Illinois, to centralize all "user-side" System monitoring, management, control, and administration of the STARCOM21 System. Subject to change, the State also has remote ("satellite") NOC's in locations in Northern and Southern Illinois strategically placed to support those general communications regions. All access to the STARCOM21 network management WAN must meet Motorola Solutions security requirements and be approved by Motorola Solutions. Motorola Solutions shall provide the following System management and supervisory control capabilities, equipment, and services, for use by the State at the respective locations identified.

A. Partition

The System shall operate in a partitioned manner, with Motorola Solutions establishing talkgroups, priority levels, activation/deactivation of programmable features, assembly of reports, etc. according to assignments established by the State, as specified below.

The basic System may serve State agencies/entities through the use of shared physical infrastructure, but the State shall retain control over the programmable Systems functions of its fleet and shall retain non-pre-emptible control over its protected frequency set.

1) **"Security Partitioning"** shall permit the State to configure, control, and monitor how hierarchal priorities are assigned to different user talkgroups. Within the System, every configurable item, such as radios and talkgroups, shall be assigned to a "Security Group". The configuration items shall be capable of being assigned to different Security Groups in order to give control over these items to different System management platforms distributed throughout the user-side of the System. In this arrangement, Users shall only access information on subscriber and infrastructure objects that are in Security Groups to in the System to which they have been assigned. The State's Users may only access information on subscriber and infrastructure objects than are in Security Groups to which they have been granted access by the State System Administrator.

2) **"Channel Partitioning"**. If the State System Administrator or designee elects, Motorola Solutions shall provide channel partitioning, which shall allow the State to segregate groups of RF channel/frequency resources located in each cell (i.e. single repeater site or simulcast region), and then direct radio traffic to one or more of these groups of channels, based on trunked talkgroup assignment. This function, also referred to as "talkgroup steering", shall allow different State user-groups (e.g. ISP vs. other State Agency Users) to share the System's fundamental transport, trunking control channel, and other assorted "subscriber services" capabilities specified herein, while assigning and managing the RF resources (i.e., working voice channels) specifically allocated and assigned to each State user-group. Channels at a given site shall be capable of being configured to be part of a partition group, or State user-group. The number of possible State user-groups as defined herein shall be 100. The approach shall allow different State agencies to be steered to a distinct set of working RF channels/frequencies.

Emergency calls initiated by a particular initially shall remain with the channel partition assigned to that User's talkgroup. However, should the User's emergency radio call be unable to acquire a free working channel within its User Group, and the System in operating in "top-of-queue" mode, the System shall transmission-trunk calls on all channels that the emergency request could use. If the System is operating in "ruthless preemption" mode, the emergency request shall only be allowed to preempt calls from its own User Group. If all channels associated with a User group are filled, the emergency radio call on that User group shall be allowed to access any working channel outside the working group.

Channel partitioning shall support all trunked voice services: talkgroup, announcement group, System-wide, and private (individual) call. For most services, with the exception of private call and announcement group call, channel partitioning shall only affect the accessibility of channels, and shall not force changes to the System's functionality or performance otherwise supporting voice radio traffic.

Use and control over this functionality shall be provided to the State from one of the System management and control platforms specified hereunder.

B. Remote Diagnostics (System Supervision)

Motorola Solutions shall maintain System supervisory platform that provides a complete view of the status of the entire System. The platform shall support auto-discovery of radio infrastructure and equipment, support fault reporting from proxy and third party approved inter-networking equipment, and third party Simple Network Management Protocol (SNMP-2 or SNMP-3) based agents. The System supervisory platform shall be configured by Motorola Solutions to monitor all internetworking equipment, including channel banks and cards, for all such equipment supplied by Motorola Solutions. Motorola Solutions shall integrate with the System supervisory platform a host gateway for a site alarm monitoring platform designed to supervise various discrete alarms, such as low UPS battery, equipment room door open, tower light out, etc.

System Supervision: The System supervisory platform shall be maintained for the State with the following functionality and features:

- A centralized view of the System state and fault conditions of the entire STARCOM21 Network.
- An intuitive graphical user interface (GUI) with multiple subsystem topology maps.

- Configuration, fault and performance management of the routers, Ethernet switches, hubs, etc. used in the STARCOM21 System, where possible.
- The ability to forward both System supervision and site alarm events automatically to other, "enterprise-level" network management nodes, located remotely from the State's NOC, and directed in a pre-programmed manner to Motorola Solutions and State personnel via an auto- notify system.

Site Alarm Platform: Motorola Solutions shall maintain the site alarm platform, accessed through a gateway on the System supervisory platform, for the State with the following functionality and features:

- Proxy agent to the System supervisory platform by forwarding information from site environmental devices, as well as other Motorola Solutions-approved third parties, from remote tower and internetworking sites in the STARCOM21 System.
- Remote terminal units (RTUs), installed at each remote tower site and internetworking site, connected to the Network radio equipment, transport infrastructure equipment, and site environmental (e.g. HVAC) equipment, backup power, etc. to gather and relay ultimately to the site supervisory platform event, alarm, and status information where such alarms shall be displayed for the State. Each RTU shall be provided with digital, analog, and discrete inputs, and relay outputs for control of external devices.

The System management platform shall allow the State up to two login sessions statewide through a System manager client. Additionally, System management user sessions shall be accessible through any Motorola Solutions provided user terminal properly connected and configured in the System. Each Zone shall have a System management platform server assigned to monitor alarms. The server at the primary CMSO shall be designated as the "System-wide" or master server. The maximum simultaneous UEM application sessions is 16 per system.

System events generated by the RTU shall be presented to the State Agency Users on the System supervisory GUI, and on System performance and event reports produced and printed by the State.

Motorola Solutions supports System supervisory clients hosted on a computer workstation with a minimum 20" LCD display. Each workstation shall contain the supported hardware and software for the system release the network is currently operating on. Each workstation shall be supplied with a keyboard, pointing device (mouse or trackball), and integrated audio speakers.

C. System Security Partitioning

All System management platforms deployed for the State herein shall have multiple levels of logon- oriented security (i.e. authenticated user name and passwords). Any databases used by the System to maintain field radio, console, and System management platform access shall also be partitioned to allow limited access to selected records.

Motorola Solutions shall provide the State the ability to de-activate specific mobile and portable radios affiliated on the System. This capability shall be included with the Radio Control Manager module specified herein. Motorola will provide training in the use of this and assistance in access to State System Administrator or designee. For the avoidance of doubt, the training is not intended to impose legal obligations on the State. To the extent any training purports to impose any legal obligations on the State, such language is not

binding on or applicable to the State; in no instance shall this clause constitute a waiver of the Parties' obligations described in this Agreement.

D. Centralized System Management

Motorola Solutions shall be solely responsible for System management. In the event of an emergency or with Motorola Solution's prior permission, the State may temporarily share the ability to act in the capacity of a System manager.

Motorola Solutions shall maintain for the State a System management platform that provides the ability to add and revise talk groups at any time. During the Contract Term, these abilities shall be limited to browse-only functionality.

The System management platform shall have the ability to allocate channels at some previously specified sites that use frequencies of adjacent or very near sites. These additional channels shall not be usable if they are currently in use at these other sites. This capability is called Dynamic Frequency Blocking, and it shall allow the State to implement additional channels at sites and not use them unless required. This can be configured in the System management platform by Motorola Solutions for the State.

Motorola Solutions shall support for the State one (1) System management client per System Zone, located at each State master site. Motorola Solutions shall support each System management client hosted on a computer workstation with a minimum 20" LCD display. Each workstation shall contain the supported hardware and software for the system release the network is at currently operating.

The System management terminal shall provide the State the various services described by the various platform modules below:

1. **Configuration Management:** The System management terminal shall allow the operator of the terminal to specify the operational parameters of logical and physical devices (sites, talkgroups, fixed Network repeaters, site controllers, radio profiles, and radio user profiles) used within the System. The configuration management module's services are further categorized into subscriber management and infrastructure management. Centralized functions and features provided to the State through subscriber (user configuration) management services in this module include:

- Configure mobile and portable radios, talkgroups, "critical" radio sites, adjacent control channels, inter-Zone channel assignments, security information, group and radio Unit ID "home-Zone" assignments, and selected System-level parameters. Changes to these parameters from a single, central System management location shall automatically propagate throughout the System and distributed to the specific System elements and user items affected.

- These parameters shall be replicated in a distributed manner within the Systems, such that if the database containing these user configuration parameters somehow become corrupted or the hardware that hosts these parameters fails, the System shall continue to operate properly using the parameters set by the State and/or Motorola Solutions. Once Motorola Solutions remedies the failure to the user configuration database, the capabilities within the System shall allow the database to be reconstructed using the System's distributed parameter settings.

Infrastructure management shall be accomplished through a "Zone manager" such that changes made by the operator of the System management terminal shall affect one of the

Zones within the System. During the Contract Term, the State's abilities shall be limited to browse-only functionality.

Utilities within the configuration management module(s) shall install talkgroup and individual radio Unit alias information into all console positions operating on the System.

2. **Fault Management:** The System management terminal shall allow the operator of the terminal to monitor the status and status history of critical infrastructure elements, subsystems, and components by displaying fault information and, where applicable, perform fault diagnostics, for a given Zone, on a Zone-by-Zone basis. Specific capabilities resident in this module includes:

    - Viewing current alerts and alarms in the Zone. The alarms/alerts shall be further categorized into levels based on criticality: CommFailure, Critical, Major, Minor, Warning, Clear; Info, and Unknown. All alerts and alarms will be data/time stamped. A short description shall accompany each alarm/alert. Up to 10,000 of the most current alarms/alerts shall be capable of being viewed.
    - Monitoring and displaying the overall "health" of any one Zone, or the entire System, by providing the State and/or Motorola Solutions alarm/alert, and technician message, histories for various infrastructure elements.
    - Displaying brief text messages, in additions to alerts/alarms, which convey explanatory information on radio traffic processing problems arising within a given Zone, to help expedite fault location, identification, and dispatch.
    - Providing remote diagnostics that allow the State and/or Motorola Solutions in the System to disable a failing device, enable devices that have been replaced or repaired, and set operating parameters for devices. During the Contract Term, the State's abilities shall be limited to browse-only functionality.
    - Facilitating an input method for the State and/or Motorola Solutions to add free-form textual notes for specific alerts and alarms. During the Contract Term, the State's abilities shall be limited to browse-only functionality.
    - Linking to a Zone-level System supervisory platform specified herein for coordination of alarm and alert status.

3. **Performance Management:** The System management terminal shall allow the operator of the terminal to monitor, control, and optimize, System resources (channels), including real- time management of channels within a given Zone through three principal User displays:

    - A screen that presents channel/site status, radio user and talkgroup activity, and radio traffic by type of radio call, according to a variety of user-configurable settings.
    - A screen that presents channel utilization, queuing/busy count, average sites per radio call, radio traffic activity within a Zone. The screen will also provide additional graph display templates capable of presenting other, user-configurable radio traffic information.
    - A screen that displays in real time the current "affiliation" and number of radios and talkgroups to a given site within a given Zone.

4. **Accounting Management:** The System management terminal shall allow the operator of the terminal to report radio Users' demand on radio System air-time/resources. This information shall be reduced to one of the MIS reports specified herein.

5. **Security Management:** The System management terminal shall provide the operator of the terminal a facility to provide access to, and maintain privacy of, information contained

within the System. Hierarchal access privileges shall be established according to State and/or contractor-configurable user logon credentials. Within the System, every user-configurable item such as user radios and talkgroups shall be assigned to a "Security Group". The arrangement of Security Groups shall organize such logical or physical elements of the System such that access to such will be determined according to a user's System management-platform logon credentials. Credentials shall establish not only the breadth and depth of information a user may access, but also whether such information may be altered by that user.

6. **Radio Control Management:** The System management terminal shall allow the State and/or Motorola Solutions to access various dispatch (telecommunicator) commands, such as dynamic regrouping, selective radio inhibit. The radio control management ("RCM") module shall be delivered and installed with the following functionality and features:

    - A Graphical User Interface (“GUI”).
    - An on-line "help" facility to aid in user reference and training.
    - Usable across multiple Zones.
    - Ability to use the RCM module from a radio control console.
    - Monitoring of in-bound radio traffic, such as emergency alarms, radio checks (central validation of the affiliation of a radio to a specific site in the System), and in-bound, non- verbal status messages, from specific mobile and portable radios.
    - Control of out-bound radio traffic, such as ad-hoc and pre-arranged dynamic regrouping (temporary assignment of and access by one or more radios into a talkgroup not otherwise programmed into each radio), cancellation of dynamically regrouped arrangements, selective radio inhibit and cancellation (disabling a specific radio affiliated with a site from functioning on the System, and reactivating a disabled radio, both "over- the-air"), and controlling a radio's access to specific functions by locking/unlocking the ability of the User to access such through the radio's selector switch/knob.

4.5.5.2 System Administration Plan (SAP)

The State and Motorola Solutions shall maintain a joint System management, supervision, and reporting administration plan for the STARCOM21 System. The plan shall address and define the site and System alarms, and their corresponding plain-English descriptors to be configured by Motorola Solutions into the System management and supervisor platforms used by Motorola Solutions, and installed by Motorola Solutions for Customers, and specified herein. The plan shall also address and define the types, periodicities, formats, and distribution, of the various System activity (i.e. MIS) and System maintenance action reports Motorola Solutions shall provide the State during System use through the Contract Term. The plan shall also describe and define the policies, processes, and procedures through which Additional Users join and use the System. The SAP may not expand the obligations of either party beyond those contained in the contract. In the event of a conflict between the SAP and the contract, the terms of the contract shall prevail.

Motorola Solutions and the State will cooperate to keep current the plan throughout the Contract Term as System support and responsibilities change. The SAP will be archived on the STARCOM21 Repository online web site.

4.5.6 System Configuration Control

4.5.6.1 Configuration Management

Configuration Management encompasses all operational parameters of STARCOM21's logical and physical devices, such as master sites, base sites, talk groups, repeaters, site controllers, radio user IDs, radio user profiles, and all other parameters required for proper operation of the STARCOM21Network. Configuration parameters establish every device's function in the Network , what the device is expected to do, limits to the device's is allowed to do, and how the device will interact with other devices. Configuration parameters are replicated in multiple places, within the network. In addition, configuration parameters can be pushed down from the Motorola Solutions CMSO. This ensures that, in the event of a device failure, a replacement device can be quickly re-programmed. All configuration parameters are regularly backed up.

Motorola Solutions manages the STARCOM21 Network in accordance with the policies established by the Advisory Subcommittee. All network and subscriber changes are propagated through the network and logged for tracking purposes.

Motorola Solutions configuration management software application allows end-user control of operational functions, including:

- Talk Group Site Restriction
- Individual Site Restriction
- FastStart Call Setup by Talk group
- AIIStart Call Setup by Talk group
- Home Zone Mapping
- MultiGroup
- Talkgroup
- Adjacent Control Channel Lists
- Security Group
- Storm Plans

4.5.6.2 Security Management

A. Password and Access Control

All system management platforms deployed for STARCOM21 have multiple levels of logon-oriented security (i.e. authenticated user name and passwords). Any databases used by the System to maintain field radio, console, and System Management platform access are accessible only by authorized personnel. All changes are logged. Periodic password changes are mandatory for all users. The Motorola Solutions System Manager has control and responsibility for maintaining password control and integrity. The State STARCOM21 System Administrator shall be advised and updated, on a mutually agreed upon schedule, of activity related to password and access control.

B. Database Security/Backups

Motorola Solutions will maintain a database backup plan that includes the daily/monthly backup schedule and types of storage medium. A minimum of one copy of all databases is

kept adjacent to the host computer. Additionally, copies of all databases are kept at a separate, secure facility with appropriate geographic separation.

4.5.7 System Testing

Prior to implementation of major System releases, Motorola Solutions shall pre-test software loads in a simulated configuration to minimize the risk of system outages and disruptions. New features are pre-tested prior to deployment or deployed in a Beta test environment until proper operation is verified. Upon completion of System upgrades functional tests are performed to verify proper operation. Motorola will provide verification to the STARCOM21 Advisory Subcommittee that new features are working as described. Advanced notice to the Advisory Subcommittee shall be made prior to new features getting added to the system.

4.6 RADIO DISPATCH CONTROL CONSOLE REQUIREMENTS

4.6.1 Dispatch Control Center

The Users operate numerous radio dispatch control centers across the State. Most centers operate 24 hours per day, 365 days per calendar year. The STARCOM21 ASTRO25 System Architecture will support dispatch centers across the network both in a direct interface on a Motorola Solutions Certified platform and via control base interface to a dispatch console.

4.6.2 Radio Control Consoles

The STARCOM21 ASTRO25 System Architecture will support certified console configurations and any changes to those configurations that are utilizing standard features and functionality that meet system release requirements.

Below is an example of a STARCOM21 console operating position configuration. The specific configuration will be per the requirements of the procuring agency to meet that agency's need at the time of procurement and in the best interest of the State.

A typical STARCOM21 console operator configuration could include, but is not limited to:

- Personal Computer and monitor, dispatch console software, dispatch console furniture, speakers, mounting/installation hardware, microphones, headsets, foot pedals, uninterruptible power supplies, desk sets, instant recall recorders, and control bases.

Motorola Solutions shall support and maintain the use of an application program interface (API) from the radio console software. Motorola Solutions shall provide the means to interface a computer-aided-dispatch (CAD) solution to the radio dispatch consoles.

SECTION 5

ATTACHMENT G - CYBERSECURITY

5.1 SOLUTION OVERVIEW

The STARCOM21 Motorola owned network core components utilizes our ActiveEye security platform along with 24x7 support from specialized security technologists, to monitor the STARCOM21 network core components against threat and intrusion.

The ASTRO25 Managed Detection and Response (MDR) features and services include:

- ActiveEye^{SM} Managed Detection and Response Elements.
- ActiveEye Security Management Platform
- ActiveEye Remote Security Sensor (AERSS)
- Internetworking Firewall
- Service Modules
- Log Collection / Analytics
- Network Detection
- Vulnerability Detection
- Security Operations Center Monitoring and Support

5.2 STATEMENT OF WORK – ASTRO MDR

5.2.1 Description of Service

Managed Detection and Response is performed by Motorola Solutions' Security Operations Center (SOC) using the ActiveEye^{SM} security platform. The SOC's cybersecurity analysts monitor for alerts 24x7x365. If a threat is detected, analysts will investigate and initiate an appropriate response.

SOC analysts rely on monitoring elements to detect signs of a potential threat impacting the STARCOM21 network and applicable Customer Enterprise Network (CEN) systems. These elements are described below.

If applicable, Motorola Solutions will provide Customer with administrative user credentials for the Services, such administrative user credentials will be accessed and used only by Customer's trained employees. Customer will be responsible for securing, maintaining and updating the credentials, access, and use.

5.2.2 Managed Detection and Response Elements

This section and its subsections describe Managed Detection and Response elements, and their applicability for specific infrastructure.

5.2.2.1 ActiveEye Security Platform

Motorola Solutions' ActiveEye[SM] security platform collects and analyzes security event streams from ActiveEye Remote Security Sensors (AERSS) in the STARCOM21 ASTRO 25 network and applicable CEN systems, using security orchestration and advanced analytics to identify the most important security events from applicable systems.

The platform automates manual investigation tasks, verifies activity with external threat intelligence sources, and learns what events will require rapid response action.

5.2.2.2 ActiveEye Remote Security Sensor

The AERSS sensors monitor sites for security events and pass security information to the ActiveEye platform.

AERSS integrate the ActiveEye platform with network elements, enabling it to collect logs from Syslog, as well as to analyze network traffic over port(s) and scan elements for vulnerabilities.

5.2.2.3 Internetworking Firewall

The Internetworking Firewall sits between the Demilitarized Zone (DMZ) and the Internet (or customer network leading to the Internet).

General Customer Responsibilities

- Cooperate with Motorola Solutions and timely perform all acts, that are reasonably required to enable Motorola Solutions to provide the services described in this Agreement.
  - Cyber Security Services often require active customer engagement. Therefore, Customer will assist, provide or perform items or actions as reasonably requested by Motorola Solutions. The information Customer provides to Motorola in connection with receipt must be accurate and complete to ensure timely and efficient performance of the Cybersecurity services.
  - Cyber Security Services and deliverables are limited by, among other things: nature of the security threats, the accuracy and completeness of information provided to Motorola; the level of effort utilized; and subjective judgments relating to relative risk and mitigation priorities which are inherent in any such services and may or may not be correct.

- Responding to Cybersecurity Incident Cases created by the Motorola Solutions Security Operations Center.

Customer will, to the extent applicable, mitigate risk to its operations and protect and preserve its computer systems, data environment, networks and Customer Data, including creation of operational workarounds, backups and redundancies. To the extent applicable, Customer will inform Motorola that backups and redundancies are not possible for certain elements of its systems or data. Except as otherwise described in the Agreement, Motorola disclaims responsibility for costs in connection with

any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, data and Customer Data, including, but not limited to, denial of access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, availability or accuracy of any data available through the services, or interpretation, use, or misuse thereof; (d) tracking and location-based services; or (e) beta services, or failure of the Customer information system resulting from the provision or delivery of the MDR Service.

5.2.3 Service Modules

5.2.3.1 Log Analytics

The AERSS deployed in the system collects logs and other security information from applicable servers, workstations, switches, routers, Network Detection, and firewalls. This information is forwarded to the ActiveEye platform, which uses advanced analytics to identify signs of security incidents. If it identifies signs of a security incident, ActiveEye notifies the SOC for further analysis.

5.2.3.2 Network Detection

Network Detection is applicable to the RNI and CEN.

The AERSS supports Network Detection, constantly monitoring traffic passing across, into, or out of infrastructure. Network Detection analyzes traffic for signs of malicious activity in real time and performs packet level and flow level analysis to enable communications modeling. This information is used to identify anomalous behavior that is not captured by pre-defined traffic signatures, including traffic using encrypted connections. Network Detection forwards detected suspicious activity to the SOC for further analysis.

5.2.3.3 Vulnerability Detection

Vulnerability Detection is available for Motorola owned Control Room CEN components that can be scanned by the assessment tool integrated with the ActiveEye platform.

Vulnerability scans can be conducted as unauthenticated, authenticated, and/or agent based.

5.3 SECURITY OPERATIONS CENTER (SOC) MONITORING AND SUPPORT

5.3.1 Scope

Motorola Solutions delivers SOC Monitoring using one or more SOC facilities. The SOC includes any centralized hardware and software used to deliver this Service and its service modules. The SOC and its centralized hardware and software are housed within an SSAE-18 compliant data center.

Motorola Solutions' SOC is staffed with security experts who will use ActiveEye Security Management Platform to monitor elements integrated by service modules. In addition, SOC

staff will take advantage of their extensive experience to investigate, and triage detected threats, and to recommend responses.

The SOC receives system-generated alerts 24x7 and provides for support requests. Support requests are stored in a ticketing system for accountability and reporting. The SOC will respond to detected events in accordance with **Section 5.3.4**: Priority Level Definitions and Notification Times.

5.3.2 Incident Response

An Indicator of Compromise (IoC) is an observable event that Motorola Solutions Security Analysts have determined will jeopardize the confidentiality, integrity, or availability of the system. Examples of IoC include ransomware or malicious use of PowerShell.

When an IoC is observed by the Security Analyst, Motorola Solutions and the State will be responsible for the tasks defined in the following subsections.

Motorola Solutions Responsibilities

- Upon the identification of an IoC, notify the STARCOM21 Service Delivery team, DoIT Security, STARCOM21State System Administrator, and IEMA SWIC and initiate the escalation plan.
- Take documented, approved actions in an attempt to contain an IoC to the extent enabled via Motorola Solutions managed technology. Communicate to the STARCOM21 Service Delivery team any additional potential containment actions and incident response resources that can be taken across the STARCOM21 managed IT infrastructure.
- Perform investigation using the ActiveEye Managed Detection and Response integrated and enabled data sources in an initial attempt to determine the extent of an IoC.
- Document and share IoC and artifacts discovered during investigation. Motorola Solutions services exclude performing on-site data collection or official forensic capture activities on physical devices.

Customer Responsibilities

- Maintain one named Point of Contact (PoC) to coordinate regular team discussions and organize data collection and capture across the Customer and Motorola Solutions teams.
- If determined to be required by Customer, contract an Incident Response service provider to perform procedures beyond the scope of this Agreement such as forensic data capture, additional malware removal, system recovery, ransomware payment negotiation, law enforcement engagement, insurance provider communications, identify patient zero, etc.

5.3.3 Event Response and Notification

Motorola Solutions' SOC will analyze events created and/or aggregated by the Service, assess their type, and notify the STARCOM21 Service Delivery team in accordance with the following table.

Table 5-1: Event Handling

Event Type	Details	Notification Requirement
False Positive or Benign	Any event(s) determined by Motorola Solutions to not likely have a negative security impact on the organization.	None
Event of Interest (EOI)	Any event(s) determined by Motorola Solutions to likely have a negative security impact on the organization.	Escalate to STARCOM21 Service Delivery team in accordance with routine notification procedure. Escalate in accordance with urgent notification procedure when required by agreed-upon thresholds and SOC analysis. Notification procedures are included in Table 5-2: Notification Procedures.

Notification

Motorola Solutions' SOC will establish notification procedures with the STARCOM21 Service Delivery team, generally categorized in accordance with the following table.

Table 5-2: Notification Procedures

Notification Procedure	Details
Routine Notification Procedure	The means, addresses, format, and desired content (within the capabilities of the installed technology) for Events of Interest. These can be formatted for automated processing, e.g., by ticketing systems.
Urgent Notification Procedure	Additional, optional means and addresses for notifications of Events of Interest that require urgent notification. These usually include telephone notifications.

5.3.4 Priority Level Definitions and Notification Times

Motorola Solutions will analyze events created and/or aggregated by the ASTRO® 25 Managed Detection and Response services, assess their type, and notify the STARCOM21 Service Delivery team in accordance with the following table.

Table5-3: Priority Level Definitions and Notification Times

Incident Priority	Incident Definition	Notification Time
Critical P1	Security incidents that have caused, or are suspected to have caused significant and/or widespread damage to the functionality of ASTRO 25 system or information stored within it. Effort to recover from the incident may be significant. Examples: ▪ Malware that is not quarantined by anti-virus. ▪ Evidence that a monitored component has communicated with suspected malicious actors.	Response provided 24 hours, 7 days a week, including US Holidays.
High P2	Security incidents that have localized impact, but are viewed as having the potential to become more serious if not quickly addressed. Effort to recover from the incident may be moderate to significant. Examples: ▪ Malware that is quarantined by antivirus. ▪ Multiple behaviors observed in the system that are consistent with known attacker techniques.	Response provided 24 hours, 7 days a week, including US Holidays.
Medium P3	Security incidents that potentially indicate an attacker is performing reconnaissance or initial attempts at accessing the system. Effort to recover from the incident may be low to moderate. Examples: ▪ Suspected unauthorized attempts to log into user accounts. ▪ Suspected unauthorized changes to system configurations, such as firewalls or user accounts. ▪ Observed failures of security components. ▪ Informational events. ▪ User account creation or deletion. ▪ Privilege change for existing accounts.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.
Low P4	These are typically service requests from STARCOM21 Service Delivery team.	Response provided Monday through Friday 8 a.m. to 5 p.m. local time, excluding US Holidays.

5.4 SOLUTION DESCRIPTION – PROFESSIONAL SERVICES

The STARCOM21 Service Delivery team will work with the Motorola cybersecurity services professionals to perform cybersecurity risk assessments.

5.4.1 STARCOM21 Site Information

Table 5-3: Site Information (Includes Starcom Cores Only)

Quantity	Site / Location	Service Type
1	Organization Level	NIST CSF Risk Assessment
4	Master Site	Physical Security Assessment Firewall Review Vulnerability Scanning - Internal

Backhaul environments are not included in the scope of our proposal.

5.5 SERVICE DESCRIPTION

5.5.1 Risk Assessment

NIST Cyber Security Framework (CSF) Security Program Risk Assessment

The NIST Cyber Security Framework (CSF) Security Program Risk Assessment is a professional service to evaluate an existing information security program against five core functions: identify, protect, detect, respond, and recover. The NIST CSF Security Program Risk Assessment will support the investigation of already established policies, standards, procedures, and Starcom21 technologies and align these practices with the NIST CSF functions. The outcome of the assessment will allow Motorola to understand its state of compliance, provide insight into gaps that have been identified in the security program with respect to the NIST CSF functions and provide remediation recommendations for the organization to improve upon.

The assessment will provide STARCOM21 Service Delivery team with visibility into how its existing IT Security standards stand up against the NIST CSF Review to:

- Identify potential gaps
- Define the risk associated with the gaps
- Offer specific advice on how to remediate the gaps

5.5.1.1 Vulnerability Scanning – Internal

Regular vulnerability scanning and analysis is a fundamental monitoring control in a comprehensive information security program. It provides an understanding of the degree to which the STARCOM21 network infrastructure is well controlled and secure from public threats.

Objectives

Vulnerability scanning can include any combination of the following goals:

- Understand their exposure to known vulnerabilities through Internet-facing systems.
- Understand their exposure to internal server and/or system compromise through known vulnerabilities.
- Understand the effectiveness of their patch management program.
- Understand the effectiveness of their system hardening procedures.

- Have an independent third-party assessment of their vulnerability state.
- Assess and quantify existing vulnerabilities in tested systems and provide remediation strategies.
- Establish a baseline of the network for future vulnerability assessments.

For each issue discovered during vulnerability scanning, Motorola provides detailed vulnerability and remediation information to assist with planning next steps and remediation activities to address the issues discovered. This includes:

- Definitions of the risk severity levels, and potential consequences posed by a vulnerability.
- Recommended procedures for remediating each vulnerability. These are provided in Motorola's easy-to-use Vulnerability Assessment Detail Analyzer provided in a Microsoft Excel format. This Analyzer can be used to perform additional data analysis and gain additional insight into the environment.

5.5.1.2 Firewall Review

Review firewall configuration files in order to determine whether there are any misconfiguration or security weaknesses that would allow traffic from external sources to bypass security restrictions and enter the network, as well as whether traffic is allowed to leave the network undetected.

Large number of checks performed, including authentication services and settings, time synchronization, message logging, network interfaces, etc.

5.5.1.3 Physical Security Assessment

Locating gaps in facility security and determining what risks are associated with them requires specialized training that can be expensive to maintain on staff. Motorola Solutions can provide an evaluation by a facility security expert, giving the benefit of expert assessment without the costs of recruiting and retaining personnel. Motorola Solutions' expert assesses the efficacy of security controls and procedures and provides a report outlining potential security risks and ways to mitigate them.

5.5.2 Reserved

5.5.3 Service Limitations

Cybersecurity services are inherently limited and will not guarantee that the STARCOM21 system will be error-free or immune to all security Breaches as a result of any or all of the services described in this Agreement. Unless specified in a SOW, Motorola is not retained to provide expert advice.

Motorola Solutions is not obligated to remedy, repair, replace, or refund the purchase price for the foregoing disclaimed or excluded issues. However, subject to prior Customer approvals and the Illinois Procurement Code or other appliable laws, Customer and Motorola Solutions may agree that Motorola Solutions may provide Services to help resolve such issues, in which case Customer, subject to the same approvals and laws, will reimburse Motorola Solutions for its reasonable time and expenses, including by paying

Motorola Solutions any Fees set forth in an Ordering Document for such Services, if applicable.

5.5.4 Processing of Customer Data in the United States and/or other Locations

Customer understands and agrees that data obtained, accessed, or utilized in the performance of the services may be transmitted to, accessed, monitored, and/or otherwise processed by Motorola Solutions in the United States (US). Customer and Motorola will provide, obtain, or post any necessary approvals, consents, or notices that may be necessary to comply with all applicable State and Federal laws. "**Customer Data**" means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Motorola Solutions' provided Services.

5.5.5 Third-Party Software and Service Providers, including Resale

Subject to the Agreement, Motorola hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicensable, and non-exclusive license to use the subscription Services identified in this Statement of Work and the associated documentation, solely for Customer's internal business purposes. The foregoing license grant will be limited to use in the territory and to the number of licenses set forth in the Contract and will continue for the applicable Contract Term. Customer may access and use the subscription Services only in Customer's owned or controlled facilities, including any authorized mobile sites; provided, however, that, if applicable, Authorized Users using authorized mobile or handheld devices may also log into and access the subscription Services remotely from within the US. No custom development work will be performed under this Contract or Statement of Work.

Motorola Solutions may use, engage, license, resell, interface with or otherwise utilize the products or services of third-party processors or sub-processors and other third-party software, hardware, or services providers (such as, for example, third-party endpoint detection and response providers). All third-party to this agreement must be based in the US; Services provided under this Agreement must be provided from within the US. Such processors and may engage additional to process personal data and other Customer Data. In no instance shall any data leave or be processed outside the U.S. Customer agrees and acknowledges that Motorola deploys a third-party endpoint detection and response (EDR) application that detects and blocks malicious activity. It creates a summary event log and which generates security-relevant telemetry data for analysis. No raw customer data is processed as part of this process.

Customer understands and acknowledges that the use of such third-party products and services, including as it relates to any processing or sub-processing of data, is subject to each respective third-party's own terms, licenses, EULAs, privacy statements, data processing agreements and/or other applicable terms. Such third-party providers and terms are available publicly, through performance, or upon request.

Customers and Authorized Users will comply with the applicable documentation and the copyright laws of the United States in connection with their use of the Services. Customer will not knowingly, and will not allow others including the Authorized Users, to knowingly:

1. make the Services available for use by unauthorized third parties, including via a commercial rental or sharing arrangement;
2. reverse engineer, disassemble, or reprogram software used to provide the Services or any portion thereof to a human-readable form; modify, create derivative works of, or merge the Services or software used to provide the Services with other software;
3. copy, reproduce, distribute, lend, or lease the Services or Documentation for or to any third party;
4. take any action that would cause the Services, software used to provide the Services, or documentation to be placed in the public domain;
5. use the Services to compete with Motorola;
6. remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Services to store or transmit malicious code;
7. or, attempt to gain unauthorized access to the Services or its related systems or networks.

Motorola Solutions disclaims any and all responsibility for any and all loss or costs of any kind associated with security events related to third party products and services. Implementation of recommendations does not ensure or guarantee the security of the systems and operations evaluated.

5.5.6 Customer and Third Party Information

The Customer understands and agrees that Motorola may obtain, use and/or create and use anonymized, aggregated data relating to actual and potential security threats and vulnerabilities, for its lawful business purposes, including improving its services and sharing and leveraging such information for the benefit of Customer, other customers, and other interested parties. For purposes of this engagement, so long as not specifically identifying the Customer, the definition of Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources, indicators of compromise, and tactics, techniques, and procedures used learned or developed in the course of providing services.

SECTION 6

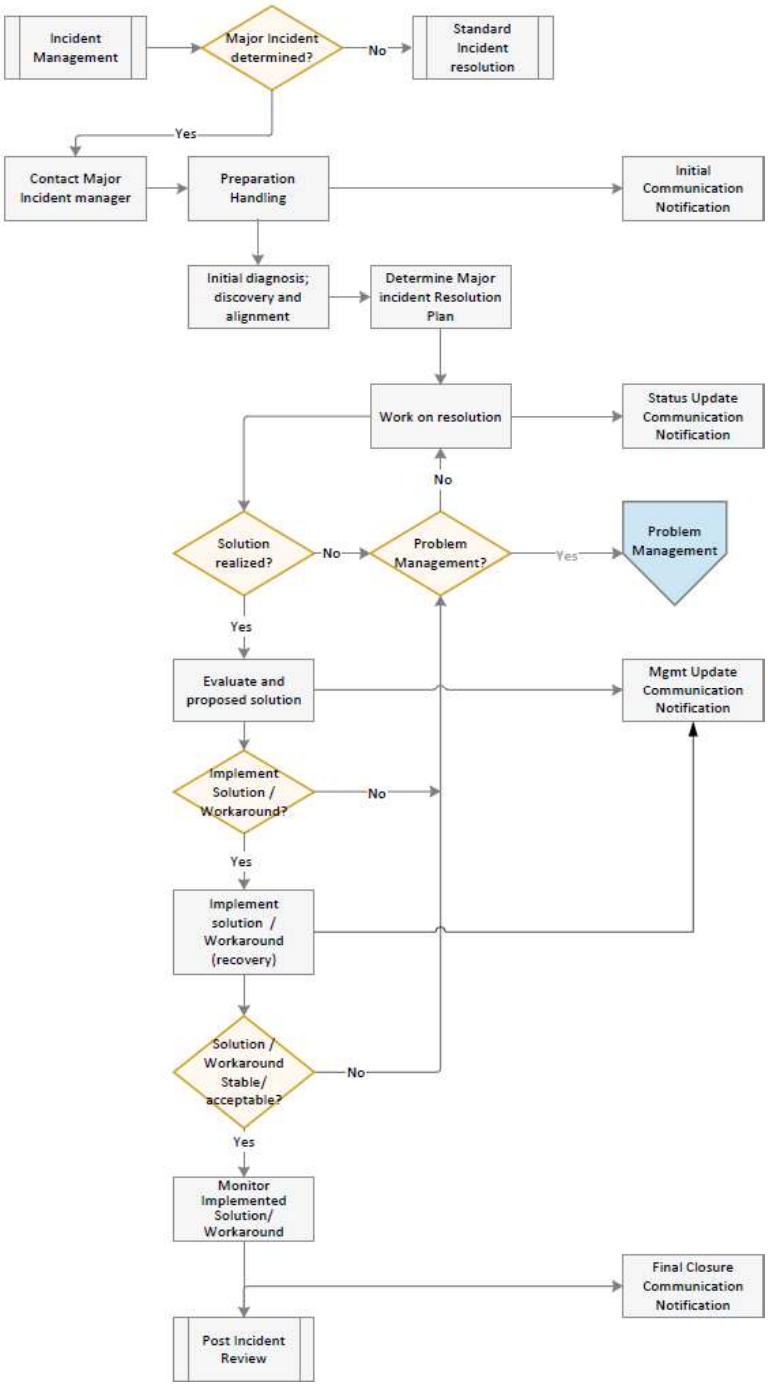
ATTACHMENT H - BUSINESS CONTINUITY/DISASTER RECOVERY

6.1 BUSINESS CONTINUITY

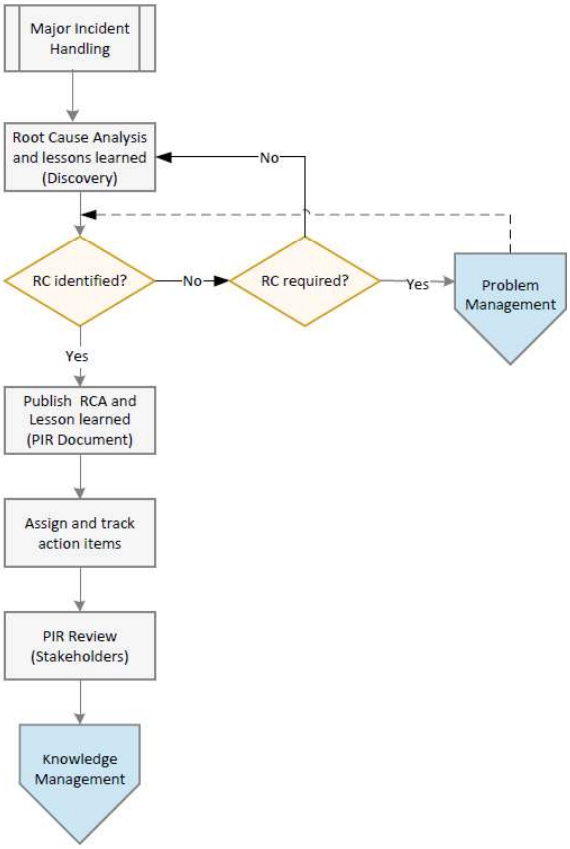
Motorola Solutions has business continuity, crisis management and IT disaster recovery plans designed to mitigate business interruptions. In addition, Motorola Solutions has a global supply chain with defined business continuity plans for ongoing delivery of products and services to its customer base in the event of a business interruption. Our plans are regularly maintained and tested. Motorola Solutions also proactively monitors global situations that could result in disruptions to its business.

Motorola Solutions will provide a sample program guide and plan template to external parties if required. The sample program guide provides instructions on how to implement a program and the plan template is the basis of our plans. Once a plan is completed, it is considered proprietary information and is not disclosed to external parties.

Major Incident Handling



Post Incident Review Process



The Motorola Solutions Centralized Managed Services Organization provides for Major Incident Management response.

A Major Incident activation typically indicates a critical disruption to a business or public service operation and presents a risk to Motorola Solutions, Inc.'s business. As such, it requires a response beyond the traditional Incident Management process.

When an event with the potential to cause catastrophic failure of services is identified, the Major Incident

Management Team may be activated for the Emergency Response protocol.

The Major Incident protocol may be activated by the CMSO support team when managing an Incident that involves any of the following:

- A country-wide impact,
- Impacts a VIP customer

6.2 DISASTER RECOVERY/OPERATIONS

The Disaster Recovery and System Restoration Plan shall be responsive to a major failure to the System infrastructure generally caused by Force Majeure events. Disaster Recovery shall not apply to long duration commercial power outages, road closures due to heavy snow, high winds, or other phenomena, that a well- designed and maintained Public Safety System should endure.

Motorola Solutions shall coordinate with tower suppliers, antenna and transmission line suppliers, generator and UPS repair venders, Backhaul Network providers, snow removal firms, and any other support organization needed by Motorola Solutions, to respond to, repair, and restore System functionality, during Force Majeure events. For example, In the event of an incident Motorola Solutions shall establish that repair/spare parts shall be acquired, and field maintenance labor shall be deployed on a 24/7/365-basis.

Motorola Solutions shall commence Disaster Recovery within 2 hours of request by the State's authorized representative. System Restoration shall be in accordance with instructions supplied by the State to Motorola Solutions.

Motorola Solutions shall be responsible to keep the Disaster Recovery and System Restoration plan current. A written copy of the plan shall be provided by Motorola Solutions as part of the Starcom21 System Administration plan. (company name, names of contacts and telephone numbers, etc.).

6.2.1 Site on Wheels

Sites on Wheels are fully equipped and self-contained deployable radio sites built on a trailer platforms. The State holds title and responsibility for the 4 Sites on Wheels. A Site on Wheels can be used to replace a damaged site, expand capacity for events, provide alternate backhaul or replace a failed generator. The 4 Sites on Wheels are equipped with satellite, LTE communications, and existing wired infrastructure.

Deployment authority for all State-owned Sites on Wheels is under State control. Requests for deployment of State-owned Sites on Wheels should be directed to the State System Administrator in accordance with the mobilization worksheet maintained in State SWIT. Remote Technical support related to Site of Wheels deployments are considered part of the basic STARCOM21 service provided by Motorola Solutions.

Users may elect to purchase Sites on Wheels for additional disaster recovery capability and/or event capacity. Users that elect to purchase Sites on Wheels, other than the State, will retain control of deployment authority. However, any such deployment must be coordinated with the Motorola Solutions System Manager to ensure proper operations and network integration. Purchasing of Sites on Wheels will be done in accordance with Attachment L

Training, maintenance support, SUA, and deployment services on the Site on Wheels Motorola ASTRO RF electronics equipment is provided for the State’s 4 Site on Wheels attached to the STARCOM21 network at no additional charge Motorola is responsible for the update of the Site on Wheels software related to radio frequency equipment. The State is responsible for connecting to the network and/or backhaul, transportation, storage and all third party items used within the Site on Wheels.

SECTION 7

ATTACHMENT I - GOVERNANACE

7.1 OTHER ADDITIONS, ENHANCEMENTS, OR MODIFICATIONS

Any additions, enhancements or modifications not covered in this contract. will be addressed through the change order process described under the standard terms and conditions of STARCOM21 Contract # CMT2028589.

7.1.1 System Management and Control

Motorola Solutions shall, under the direction, guidance, and oversight of the STARCOM21 Advisory Subcommittee and/or its designee and subject to the limitations on Motorola Solutions' authority set forth in this Attachment Hand the Contract or as required by applicable law, manage the day-to-day operations of the System.

A. Authority of Motorola Solutions as System Management Provider

1. Notwithstanding any other provision of this Attachment I, it is the Parties' express intention, understanding, and agreement that the State shall retain authority and ultimate control over the determination and implementation of policy decisions concerning the System and the preparation and filing of all materials with the FCC. The Parties also agree that the State shall retain unfettered use of and unimpaired access to all facilities and equipment associated with the System unless mutually agreed to between the State and Motorola Solutions.
2. In addition to those matters described in this Attachment I or elsewhere in the Contract requiring the State's prior approval, Motorola Solutions shall not have authority to undertake any of the following actions without the State's prior written authorization: (i) manage the System in a manner inconsistent with the provisions of this Attachment H or the FCC's rules and regulations; (ii) sell, trade, surrender, or attempt to modify the license(s) belonging to the State license holders providing resources and used as part of the System; (iii) sign or make with the FCC any filings concerning the System; or (iv) take any action that shall impede the State's unfettered use of or access to the equipment and facilities used in the operation of the System; (v) sub-lease space on State-owned property.
3. Subject to the terms and conditions described herein, Motorola Solutions has the authority and responsibility to enter into separate User contracts with non-State agency entities to provide STARCOM21 services. The terms and conditions of those User contracts will be as negotiated between the respective parties but in matters of conflict the STARCOM21 master contract shall take precedence.
4. Motorola Solutions shall not be responsible for the features, performance to specifications or coverage of radios provided by vendors other than Motorola Solutions. Any concerns raised about STARCOM21 Network performance, coverage compliance or

features must be verified utilizing Motorola Solutions Radios before Motorola Solutions will engage support resources.

5. Motorola Solutions shall not be responsible for the features, performance to specifications of LMR equipment provided by vendors other than Motorola Solutions. Any concerns raised about STARCOM21 Network performance, must be verified utilizing Motorola Solutions' LMR equipment before Motorola Solutions will engage support resources.

B. Responsibilities of the State

During the Contract Term, the State agrees to use its continuing reasonable best efforts to:

1. Make application for and/or attempt to renew all required FCC licenses and authorizations required for use and operation of 700 and 800 MHz frequencies on the system. At the State's request, Motorola Solutions shall assist in the preparation of such licenses and authorizations; provided, however, that in no event shall Motorola Solutions be an agent or representative of the State in FCC matters. The State is solely responsible for applying for and renewing all State FCC licenses and for complying with FCC and rules and regulations for the Contract Term.
2. Provide access and workspace reasonably requested by Motorola Solutions and other designated State personnel for performance of the Services and System expansion and improvement.
3. Provide access to information and documentation reasonably necessary for the successful performance of Services by Motorola Solutions, including strategic and other operational documentation related to the State's radio communication plans and requirements.
4. Institute Governance. In accordance with the State Police Radio Act (20 ILCS 2615/10) The STARCOM21 Advisory Subcommittee shall develop, maintain, and manage:
   A. The size and makeup of the voting membership of the committee when deemed necessary for improved public safety radio interoperability,
   B. An access application and review process designed to limit network utilization to only qualified users;
   C. Administrative and operational policies and procedures designed to promote the efficient use of the network and network resources; and
   D. Additional products and processes as it may determine necessary to the efficient and beneficial use of the network and network resources.

C. Motorola Solutions' Membership on the STARCOM21 Advisory Subcommittee

The STARCOM21 Advisory Subcommittee governs the manner in which System is used by governmental entities. Motorola Solutions is entitled to have two voting members of the STARCOM21 Advisory Subcommittee who shall be entitled to attend all meetings unless the State determines otherwise in its reasonable discretion. Under no circumstances shall the STARCOM21 Advisory Subcommittee require Motorola Solutions to take or perform any action(s) that may be in conflict with the Contract.

7.1.1.1 Collaborative Mechanism to Respond to Performance Concerns

A. General

The Parties shall address performance of either Party's obligations under Attachments C through J (other than Unexcused Zone Failures), the State's concerns about Attachments C through J, or the System, that do not constitute breaches of Motorola Solutions' obligations under Attachments C through J, and Motorola Solutions' concerns about this Attachment C and the System that do not constitute breaches of the State's obligations under this Attachment C in the following manner:

1. The State System Administrator and Motorola Solutions' System Management team shall work together to resolve the issue informally.
2. If either Party is dissatisfied with the standard resolution process its System Manager/Administrator or his or her authorized designee, it shall send the other Party an Incident Report which Motorola Solutions shall immediately log into the Case Management Database (to which both Parties will have real time electronic access) by assigning it in sequential number and identifying the location, time and date of the breach, incident or concern, the person reporting the problem and the Party required to respond. If either Party receives a communication regarding the System from anyone other than the other Party's System Manager/Administrator or his or her authorized designee, such Party shall refer the person making the complaint to the other Party's System Manager/Administrator. Motorola Solutions shall log all further actions relating to the Incident Report in the Case Management Database, identifying each entry with the number assigned to the Incident Report. In addition, either System Manager/Administrator may notify the other of a type or category of breach, incident or concern that should automatically lead to an Incident Report that will be sent to both Parties. The responding Party shall have five (5) calendar days to investigate and provide a written report back to the other Party a plan of action to respond to any performance concern or incident, including, without limitation, a firm timeframe for any actions to be taken. In both cases, the following options are then available:

   A. Should the receiving Party accept the responding Party's plan of action and the problem is resolved to the mutual satisfaction of the Parties within the allotted time proposed by the responding Party, the resolution shall be logged and recorded by both the State and Motorola Solutions as "corrected," and shall include a summary of the action taken to correct the problem, the time and date that the problem was resolved, and any measures implemented to prevent the issue from occurring in the future and to allow continuing improvement to the System. The State System Manager/Administrator and Motorola Solutions System Manager/Administrator shall each sign a Resolution Report to verify that there is agreement that the issue has been resolved.

   B. Should the receiving Party reject the plan of action presented by the responding Party, or if either Party is unwilling to sign a Resolution Report by the time specified in the plan of action, the receiving Party shall state why such plan of action or resolution is unacceptable and shall immediately, but in no case more than twenty four (24) hours, prepare a secondary plan of action to resolve the issue, working with the responding Party to the extent possible. Should the responding Party accept the secondary plan of action and the problem is resolved to the mutual satisfaction of the Parties within the allotted time proposed by Motorola Solutions, the State System Manager/Administrator and Motorola Solutions System Manager/Administrator shall

each sign a Resolution Report to verify that there is agreement that the issue has been resolved.

C. If the Parties cannot agree upon a secondary plan of action, or if the receiving Party is unwilling to sign a Resolution Report by the time specified in the plan of action, the receiving Party has the right, but not the obligation, to notify the responding Party that the issue was not resolved, and an entry will be logged into the Case Management Database showing that the issue is "unresolved."

SECTION 8

ATTACHMENT J - TRANSITION SERVICES

8.1 TRANSITION SERVICES

A. Transition Rights

1. Disengagement. The total Contract Term, including any renewal, extension or transition period shall not exceed ten (10) years. During the Contract Term and upon request of the State, Motorola Solutions shall provide the State with reasonable transition services ("Transition Services"), for up to thirty-six (36) months prior to Contract termination (the "Transition Period"), relating to the transition from Motorola Solutions to another network service provider or one in-house to State, all as designated by the State and at the State's expense, which Transition Services, unless otherwise directed by State, shall include all services necessary for an orderly transition from Motorola Solution's Services.

2. Cooperate. Subject to the Illinois Procurement Code and Prior approvals, the State will procure services from Motorola Solutions during the transition., Motorola Solutions shall cooperate with the State and all of the State's other service providers (including any replacement for Motorola Solutions designated by State) to ensure a smooth transition throughout the Transition Period, without any (unless pre-approved by the State in writing): (i) interruption of the Services; (ii) adverse impact on the provision of Services or the State's activities; or (iii) interruption of any services provided by third parties. It is also expected that Motorola Solutions shall continue to comply with the System performance and Service Level Agreement requirements as identified in **Attachment F, Section 4.4**. and **Attachment E - SLA** throughout the Transition Period unless as otherwise agreed to by the parties. Motorola Solutions shall promptly take all steps reasonably requested by the State to assist the State in effecting a complete transition. Motorola Solutions shall provide for the prompt and orderly conclusion of all work, as the State may reasonably direct, including completion or partial completion of some projects, documentation of work in process, and other measures to provide for an orderly transition to the State or the State's designee. Motorola Solutions shall cooperate with the State and all of the State's other service providers so that the transition causes only minimal impact on the provision of services by third parties.

3. Duration. Timing, duration, and method of Transition Services shall be by agreement of the Parties.

4. Charges. For extensions, as described above, of Services that the State was receiving from Motorola Solutions prior to the applicable termination date, the fees applicable to such Services will be charged at the rates the State was paying prior to such termination. For all other Transition Services, Motorola Solutions will not charge the State fees in excess of the Motorola Solution's then-standard rates. Promptly after the state's request for Transition Services, Motorola Solutions shall identify fees Motorola Solutions would apply to such Transition Services.

5. Additional Terms. Notwithstanding anything to the contrary in this Attachment C, termination of this Contract will not terminate, until expiration of the Transition Period, any licenses granted under this Contract that would have otherwise terminated on the date of such termination.

B. Rights Upon Termination/Expiration

At any time during the Transition Period or upon termination of this Contract the following terms shall apply:

1. Motorola Solutions Obligations. Motorola Solutions must within (18 Months) of notice, unless otherwise agreed to by the parties, from the State remove all of its property relating to this Contract, as applicable, from the State's premises.
2. Exit of State Facilities. Motorola Solutions shall exit all State facilities within a reasonable time.
3. In the event of a termination for any reason other than a termination for convenience in accordance with the Contract, the parties will negotiate which items should be retained by Motorola Solutions, which items should be transferred to the State based on payments made to date, and an equitable means of passing title to the fiber, microwave, satellite and related items provided by Motorola Solutions. The State acknowledges that it will be responsible for negotiating pricing and other terms & conditions applicable items provided by any third-party provider involved after the transfer. The State reserves the right to refuse the transfer of any item. In the event the State refuses to accept transfer of an item, Motorola has the right to terminate or dispose of any refused item as Motorola deems fit.
4. Use of State Resources: Motorola Solutions may continue the use of State-owned resources, tower sites, real estate, and interconnect communications transport for purposes of meeting its obligations upon termination to the same extent and with the same limitations provided in the Attachment F, Section 4.3.5 during the 18 Month transition period.

8.1.1.1 Purchase of the System

Valuation Procedure - In General. In the event of any expiration or termination of the Contract, the State shall have the option, subject to prior approvals and the Illinois Procurement Code, to purchase and license from Motorola Solutions all equipment, software, and other rights and assets owned by Motorola Solutions necessary to operate the System, excluding Motorola non-Starcom21 assets, and no other rights or assets, for the amount in cash that a ready, willing and able buyer would pay a ready, willing and able seller, neither being under a compulsion to buy or sell, taking into consideration anticipated revenue, costs, expenses and residual values, if any, all present valued to the date for which the valuation is being made (such amount, "Fair Market Value") using the following procedures (the "Valuation Procedure"):

A. The Parties shall attempt to negotiate an agreed Fair Market Value for a 30-day period unless otherwise agreed to by the parties, after the State has notified Motorola Solutions of its intent to acquire the rights and assets.

B. If the Parties do not agree during the 30-day period described in A) above, either Party may Notify the other Party that it has elected to institute an appraisal.

C. Within 30 days, unless otherwise agreed to by the parties, after a Party institutes an appraisal, both Parties shall select an appraiser capable of valuing the acquired assets and notify the other Party of its selection.

D. If one Party met its obligations in C) in a timely fashion and the other Party fails to do so, the appraiser selected by the Party meeting its obligations in a timely fashion shall determine Fair Market Value.

E. If both Parties fail to meet their obligations in C) in a timely fashion, this procedure will revert to A) above.

F. If both Parties meet their obligations in C) in a timely fashion, the two appraisers shall attempt to agree on Fair Market Value during the time period after the close of the 30-day period described in C).

G. If the two appraisers agree in a timely fashion, the amount determined by them shall be Fair Market Value.

H. If the two appraisers do not agree within the time period described in C), they shall attempt to select a third appraiser in the succeeding 30-day period.

I. If the two appraisers select a third appraiser in a timely fashion, the third appraiser shall determine Fair Market Value.

J. If the two appraisers fail to select a third appraiser in a timely fashion, either Party may request that the American Arbitration Association (or a similar organization if the American Arbitration Association no longer exists) select an appraiser. The appraiser so selected shall determine Fair Market Value.

K. All fees and expenses of the third appraiser and any appraiser selected by the American Arbitration Association (or its successor) shall be shared equally by the parties.

SECTION 9

ATTACHMENT K - PRICING

A. Calculation and Timing of Payment for Continuing Services

This State payment obligation is defined in the rate classification and airtime fee table, and per the Minimum Loading Rate Adjustment Table, provided below. All payments will be made monthly in accordance with **Attachment K – Pricing** and the Contract.

1. Pricing for STARCOM21 Contract

State Agencies, other Government Users (any governmental entity other than a State agency) and eligible Non-Governmental Users (as defined in **Attachment L - Definitions** of the STARCOM21 Contract to mean an entity that is a legally constituted organization created by private persons or organizations with no participation or representation of any government) may procure STARCOM21 Network Infrastructure Services and Equipment as described below to include all related hardware, software, services and equipment to be used for the purpose of operating on or interfacing with the STARCOM21 network. In addition, any related STARCOM21 Network Infrastructure Services related training, professional services; warranty and maintenance sold by Motorola Solutions may be procured.

2. Infrastructure Equipment, Parts and Accessories

Available pricing is limited to items that will be purchased by an agency related to the build out, operation, upgrade, expansion, and integration of STARCOM21 into Governmental and eligible non-Governmental operations and subscribing to the services offered under this contract.

Eligible STARCOM21 Infrastructure equipment, parts and accessories are available non-exclusively and includes but is not limited to the hardware, software, mounting/installation equipment, support equipment, and accessories associated with RF Network Control equipment, programming and network management software, fixed RF equipment, RF site equipment, antenna equipment, dispatch hardware and software, dispatch site equipment and furniture, IP networking equipment, interoperability hardware and software, GPS location hardware and software, towers, shelters, sites on wheels (SOWs), backhaul equipment, satellite and cellular infrastructure hardware, consoles, control stations, base stations, in-building coverage equipment, test equipment, generators, UPS's, and professional services

Description	Discount
APX Portables	27%
APX Mobiles	27%
APX NEXT and N Series	27%
Accessories (purchased separate)	25%
RF Site’s (VHF/800/UHF) and subcomponents	25%

Description	Discount
Console's (AXS/MCC7500/MCC7100) and subcomponents	25%
Professional Services	10%
Services	5%
Drop-ship	9%
Motorola System Administrator- 1 year contract	$350,000.00 quote needed
Camera Solutions: Fixed, In-Car, Automatic License Plate Reader (LPR), Body Worn and subcomponents	23%
LTE Products and subcomponents	5%
Command Central, Vesta, Call taking and subcomponents	15%
PremierOne and subcomponents	15%
Flex Dispatch Software	10%
MPLS Connectivity Services	5%
Backhaul and subcomponents	10%
Logging and subcomponents	10%
Pagers	10%
SCADA	10%
LMS Training	5%
Siren Control	10%
Fire Station Alerting	15%

Projects that are purchased As A Service will use the latest published pricing as an OpEx project with a specific SOW. The above pricing is for CapEx projects.

Hardware and software pricing will be based on the current published price at time of purchase in the Motorola Price Catalog available through Motorola Online at shop.motorolasolutions.com. Items that are not currently listed in the Motorola Price Catalog (i.e. new or custom items) items can be quoted on a case-by-case basis.

Leasing and Financing Options

All equipment and services provided under this contract can be financed under a conditional sales agreement, lease agreement, or municipal lease-purchase agreement. Any financing for equipment and services would be executed under a separate financing agreement as agreed to by the parties. Users are not required to use leasing and financing options provided by Motorola Solutions.

Impact Fees

Users that require enhanced coverage, features or other network functionality beyond the current capabilities of the STARCOM21 Network in accordance with **Attachment F, Section 4.2.2.1** may be assessed an Impact Fee by Motorola Solutions. The impact fee is a negotiated onetime charge quoted on a case-by-case basis to enable Motorola Solutions to make the incremental investment necessary to enable the requested enhancements without affecting the rate structure. Enhancements funded by impact fees are integrated into the STARCOM21 network and are available for use by all participating STARCOM21 Users. Motorola Solutions retains ownership (as negotiated between the parties) of the infrastructure equipment funded by an Impact Fee and is responsible for ongoing maintenance and operation. Standard airtime rates still apply to Users that request enhancements funded by Impact Fees. Impact Fee infrastructure improvements may be procured under the terms of this contract.

3. System Upgrades and Maintenance

Customers **Attachment L - Definitions** of the STARCOM21 Contract may procure Maintenance Services from Motorola Solutions as required to support STARCOM21 Infrastructure Equipment and related Software supported by Motorola Solutions, owned by STARCOM21 Customers and being used on the STARCOM21 network. Maintenance Services may include a la carte or service packages that include but not be limited to Advance Replacement, Network Hardware Repair, Dispatch Services, Network Monitoring Services, Cyber, Technical Support, Software Maintenance and Onsite Infrastructure Support as required to provide preventive and corrective maintenance. An executed Maintenance Service Agreement is an independent agreement between Motorola Solutions and the Customer. The terms and conditions of the Service Agreements will be in accordance with the maintenance services purchased but in matters of conflict the STARCOM21 master contract shall take precedence.

STARCOM21 Customers may procure Software Maintenance and Upgrade Services from Motorola Solutions as required related to STARCOM21 Infrastructure. Starcom21 Customers may, subject to prior approvals and the Illinois Procurement Code or other applicable laws, procure at a minimum, services to include:

1. ASTRO 25 Software Security Update Service (SUS) or remote SUS (RSUS),
2. ASTRO 25 System Upgrade Agreement II (SUA II or equivalent)
3. Cybersecurity or equivalent

An executed Software Maintenance Agreement or System Upgrade Agreement is an independent agreement between Motorola Solutions and the User. The terms and conditions of the Agreements will be in accordance with the services purchased but in matters of conflict the STARCOM21 master contract shall take precedence. Software Maintenance and Upgrade Services will be quoted on a case-by-case basis.

Services related to the maintenance of Subscriber Radios are specifically excluded from the scope of this contract. Maintenance Services purchased under the terms of this contract will receive a 10% discount off the current list pricing. All quotes will be provided by a Motorola Customer Support Manager (CSM) or Motorola Solutions Account Manager.

4. Connectivity

Connectivity can be sourced from Motorola to provide connection of User-Owned Sites and Dispatch locations to the STARCOM21 System. Connectivity may be provided utilizing a variety of technologies depending on the location, site considerations and User requirements. The technologies that may be utilized include, but are not limited to, Microwave, Satellite, Terrestrial T1, Fiber, Low Earth Orbit, future cloud connectivity services that may become available and various wireless solutions utilizing both public and private networks. Any technology deployed must be suitable for Public Safety Communications and approved by the STARCOM21 Advisory Subcommittee and/or its designee. Users are not required to procure Connectivity from Motorola. Motorola will not be responsible for management, maintenance, or performance of Connectivity provided by others unless otherwise agreed to in writing in separate agreement between the parties

Connectivity sourced from Motorola include the Physical Link as well as the installation, integration, maintenance and management services required to ensure performance. New requests for Products and/or maintenance services required to provision Connectivity Services will be quoted on a case-by-case basis.

4.1 Termination. Reserved.

5. Training

Motorola Solutions will make available to STARCOM21 Users standard resident training courses as listed in their Motorola Solutions Training Catalog. Standard resident courses are only available at the catalog price. Motorola Solutions can provide customized resident or field classes at a User's request. Pricing for customized resident or field classes will be negotiated between the parties. Users should contact their local Motorola Solutions representative for information on how to access the training. For the avoidance of doubt, the standard resident training is not intended to impose any legal obligations on the State. To the extent any standard resident training purports to impose any legal obligations on the State, such language is not binding on or applicable to the State; in no instance shall this clause constitute a waiver of the Parties' obligations described in this Agreement.

6. Engineering, Installation and Professional Services

The State, subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500), may utilize Motorola Solutions services for Additional Work as may be required during the term of this contract (work not specifically priced in the STARCOM21 Master Contract, i.e., consultation, systems integration, equipment installation, project management, services, and engineering support, etc.). The State, subject to internal State approvals and the requirements and limitations of applicable laws and regulations, including but not limited to the Illinois Criminal Code (720 ILCS 5/33E-9) and the Illinois Procurement Code (30 ILCS 500), may authorize Motorola to perform Additional Work, including providing the necessary materials, labor and equipment to accomplish the work, provided that the changes are not of such magnitude as to constitute a substantial or material variation of this contract. All Additional Work will be preceded by a request from the User to Motorola for an Additional Work quotation. The rates identified below shall apply to standard, routine work. For more complex projects that fall within the scope of this contract, Motorola will provide a quotation detailing the scope of work and contract deliverables. Upon the State's acceptance of the quotation and agreed upon Statement of Work, Vendor will be provided authorization to proceed.

Technical and Professional Services can be purchased from Motorola Solutions with a discount off standard pricing. The current day rates with discount are listed. Motorola Solutions may increase the day rate annually by a percentage at or below the current Consumer Price Index as published by the United States Commerce Department. A Day is defined as 8 hours, during normal business hours Monday-Friday, 8-5p. Work required after hours or weekends may be billed at time and a half. Minimum billing is one hour unless otherwise agreed to between the parties.

A table of Standard Day Rates for Technical and Professional Services for the current calendar year will be posted annually on the STARCOM21 on-line repository site. The following table lists the discount off of the current standard Technical and Professional Services posted rates:

Service Category	Base Discount
[1] Technician Services	20%
[2] System Technologist Services	20%
[3] Engineering Services	12%
[4] Program Management Services	12%

7. Rate Classifications and Airtime Fees

STARCOM21 Users will be charged airtime fees based on the following rate classifications. Eligibility for a specific rate is contingent on meeting the criteria for the respective rate class and is subject to review and approval by Motorola Solutions and the STARCOM21 Advisory Subcommittee and/or its designees. All requests to join the STARCOM21 network will be subject to the approval of the STARCOM21 Advisory Subcommittee and/or its designees and will require Motorola Solutions to comply with the process to add STARCOM21 Users identified in **Attachment F, Section 4.2.2.2** of this Agreement. In addition, Motorola Solutions will comply with the following:

A. Make a good faith determination of the total busy hour traffic that the potential STARCOM21 User will generate.

B. Determine which STARCOM21 sites will be affected by the potential STARCOM21 User.

C. Determine that the add ion of the potential STARCOM21 User traffic does not cause each of the affected sites to exceed the contractual Grade of Service.

D. Give notice to the State that the potential STARCOM21 User will not cause any of the affected sites to

The following is a listing of the available STARCOM21 rate classifications and the corresponding airtime fees:

10 YEAR STARCOM21 CONTRACT RATES WITH NO INFRASTRUCTURE LIFECYCLE REFRESH FEE

10 YEAR STARCOM 21 CONTRACT RATES WITH NO INFRASTRUCTURE LIFECYCLE INVESTMENT												
Rate Category	**User Count**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**AVG**
Statewide Use Legacy Rate $50	7,583	Allows for routine Statewide system access.										
		$65.00	$73.00	$81.00	$86.00	$89.00	$91.00	$93.00	$94.00	$95.00	$96.00	$86.30
County Use Legacy Rate: $39	5,545	Applies to Users that typically operate within the geographic boundaries of a single designated County. Usage outside the designated County is allowed only for emergency or mutual aid situations.										
		$46.00	$52.00	$56.00	$59.00	$62.00	$63.00	$64.00	$65.00	$66.00	$67.00	$60.00
Local Use Legacy Rate: $34	8,436	Applies to Users that typically operate within the jurisdictional boundaries of a City, Village, Town. Usage outside the designated boundaries is allowed only for emergency or mutual aid situations.										
		$41.00	$46.00	$49.00	$51.00	$53.00	$55.00	$56.00	$57.00	$58.00	$59.00	$52.50
Limited Use Legacy Rate: $18	4,832	Applies to Users that require access on a limited basis for the purpose of mutual aid, interoperability or intermittent operations. May also apply to occasional access to data features, local emergency and event coordination outside of the SWIT irregular or infrequent use.										
		$23.00	$26.00	$29.00	$31.00	$33.00	$35.00	$36.00	$37.00	$38.00	$39.00	$32.70
Rural Rate: N/A	0	Applies to Users that require access on a limited basis for the purpose of daily operations for rural public safety agencies within counties below 15,000 population. May also apply for local emergency and event coordination outside of the SWIT program.										
		$19.00	$20.00	$21.00	$23.00	$24.00	$25.00	$26.00	$27.00	$28.00	$29.00	$24.20
Dual Radio Discounting Legacy Rate: $18	4,853	Users with vehicles that have a mobile and portable STARCOM21 radio assigned would be billed at the monthly Limited use rate for their secondary radio. The primary radio would be billed at their normal rate class. limitations apply. See notes below.										
		$23.00	$26.00	$30.00	$32.00	$34.00	$36.00	$38.00	$39.00	$40.00	$41.00	$33.90
Campus	3,995	Applies to Users with geographically concentrated operations and high User counts. Typical examples include prisons, college campuses or hospitals. Assumes Users will rarely roam off their designated campus. Use of the Campus Use rate is subject to the approval of the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions. Rates are negotiated on a case-by-case basis and are determined by assessing User operational and technical parameters and will be reviewed by the STARCOM21 Oversight Committee and/or its designee. Rates are memorialized in the State's Basic Ordering Agreement (BOA) for State Agency Users and in User Agreements for non-State Agencies Users.										
		$4.00	$7.00	$9.00	$10.00	$11.00	$12.00	$13.00	$14.00	$15.00	$16.00	$11.10
Specialy Use Legacy Rate: $10	5,026	Applies to Users that require only occasional emergency use of the network or as authorized under agreement with the Statewide Interoperability Template SWIT, IDPH or other entities as approved by the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions.										
		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
GPS$2.00	N/A	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
VoLTE$15.00	1,413	Android/IoS handheld cellular application for connection to the LMR network (previsouly known as WAVE).										
		$15.00	$16.00	$17.00	$17.00	$18.00	$18.00	$19.00	$19.00	$20.00	$20.00	$17.90

Rate table period July 1, 2023 - June 30, 2033
Annual rate updates take effect July 1st each calendar year
CPI - Rates subject to adjustment annually if CPI exceeds 4% annually (Annual = June 1st - May 31st 12-month period)
Motorola Solutions & the State of IL will meet quarterly to coordinate ongoing creation of User Base Growth Plan
Beginning July 1, 2025, the user counts will be reviewed annually to assess if the User Rate Adjustment Tables apply based on user count changes from the established baseline in this table
Existing GPS Users as of June 30, 2023 will remain at $0 price level - GPS rates applicable to new users after that date

10 YEAR STARCOM21 CONTRACT RATES WITH INFRASTRUCTURE LIFECYCLE REFRESH FEE

10 YEAR STARCOM 21 CONTRACT RATES WITH INFRASTRUCTURE LIFECYCLE INVESTMENT												
Rate Category	**User Count**	**2023**	**2024**	**2025**	**2026**	**2027**	**2028**	**2029**	**2030**	**2031**	**2032**	**AVG**
Statewide Use Legacy Rate $50	7,583	Allows for routine Statewide system access.										
		$65.00	$73.00	$74.00	$75.00	$76.00	$77.00	$78.00	$79.00	$80.00	$81.00	$75.80
County Use Legacy Rate: $39	5,545	Applies to Users that typically operate within the geographic boundaries of a single designated County. Usage outside the designated County is allowed only for emergency or mutual aid situations.										
		$46.00	$52.00	$52.00	$53.00	$54.00	$55.00	$56.00	$57.00	$58.00	$59.00	$54.20
Local Use Legacy Rate: $34	8,436	Applies to Users that typically operate within the jurisdictional boundaries of a City, Village, Town. Usage outside the designated boundaries is allowed only for emergency or mutual aid situations.										
		$41.00	$46.00	$46.00	$47.00	$48.00	$49.00	$50.00	$51.00	$52.00	$53.00	$48.30
Limited Use Legacy Rate: $18	4,832	Applies to Users that require access on a limited basis for the purpose of mutual aid, interoperability or intermittent operations. May also apply to occasional access to data features, local emergency and event coordination outside of the SWIT irregular or infrequent use.										
		$23.00	$26.00	$26.00	$27.00	$28.00	$29.00	$30.00	$31.00	$32.00	$33.00	$28.50
Rural Rate: N/A	0	Applies to Users that require access on a limited basis for the purpose of daily operations for rural public safety agencies within counties below 15,000 population. May also apply for local emergency and event coordination outside of the SWIT program.										
		$19.00	$20.00	$20.00	$21.00	$22.00	$23.00	$24.00	$25.00	$26.00	$27.00	$22.70
Dual Radio Discounting Legacy Rate: $18	4,853	Users with vehicles that have a mobile and portable STARCOM21 radio assigned would be billed at the monthly Limited use rate for their secondary radio. The primary radio would be billed at their normal rate class. limitations apply. See notes below.										
		$23.00	$26.00	$26.00	$27.00	$28.00	$29.00	$30.00	$31.00	$32.00	$33.00	$28.50
Campus	3,995	Applies to Users with geographically concentrated operations and high User counts. Typical examples include prisons, college campuses or hospitals. Assumes Users will rarely roam off their designated campus. Use of the Campus Use rate is subject to the approval of the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions. Rates are negotiated on a case-by-case basis and are determined by assessing User operational and technical parameters and will be reviewed by the STARCOM21 Oversight Committee and/or its designee. Rates are memorialized in the State's Basic Ordering Agreement (BOA) for State Agency Users and in User Agreements for non-State Agencies Users.										
		$4.00	$7.00	$8.00	$8.00	$8.00	$9.00	$9.00	$9.00	$10.00	$10.00	$8.20
Specialy Use Legacy Rate: $10	5,026	Applies to Users that require only occasional emergency use of the network or as authorized under agreement with the Statewide Interoperability Template SWIT, IDPH or other entities as approved by the STARCOM21 Oversight Committee and/or its designee and Motorola Solutions.										
		$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00	$10.00
GPS$2.00	N/A	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00
VoLTE$15.00	1,413	Android/IoS handheld cellular application for connection to the LMR network (previsouly known as WAVE).										
		$15.00	$16.00	$17.00	$17.00	$18.00	$18.00	$19.00	$19.00	$20.00	$20.00	$17.90
INFRASTRUCTURE LIFECYCLE INVESTMENT FEE				**$35,000,000**								

PRICING TABLE ASSUMES INFRASTRUCTURE LIFECYCLE INVESTMENT FEE IS PAID IN FULL BY JUNE 30, 2025

Rate table period July 1, 2023 - June 30, 2033
Annual rate updates take effect July 1st each calendar year
CPI - Rates subject to adjustment annually if CPI exceeds 4% annually (Annual = June 1st - May 31st 12-month period)
Motorola Solutions & the State of IL will meet quarterly to coordinate ongoing creation of User Base Growth Plan
Beginning July 1, 2025, the user counts will be reviewed annually to assess if the User Rate Adjustment Tables apply based on user count changes from the established baseline in this table
Existing GPS Users as of June 30, 2023 will remain at $0 price level - GPS rates applicable to new users after that date

The airtime fees stated in the "10 YEAR STARCOM21 CONTRACT RATES WITH NO INFRASTRUCTURE LIFECYCLE REFRESH FEE" table will apply until such time as the State contracts with Motorola in the amount of $35,000,000 for infrastructure lifecycle refresh equipment and services within the first two years from contract signature. At such time, the airtime fees will reduce to the rates shown in the "10 YEAR STARCOM21 CONTRACT RATES WITH INFRASTRUCTURE LIFECYCLE REFRESH FEE" table. See Section L for the Infrastructure Lifecycle Refresh Fee definition.

Rate Table adjustments will be made annually, beginning in year 3, based on total user volumes. The User Rate Adjustment Tables below will be used to modify the rates.

Year

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide	+1,000 Users	-$2.00	-$3.00	-$4.00	-$4.00	-$4.00	-$4.00	-$4.00	-$4.00
County		-$1.00	-$1.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00
Local		-$1.00	-$1.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00
Dual		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
County	+1,000 Users	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Local		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Dual		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
County		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Local	+1,000 Users	$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Dual		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
County		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Local		$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Dual	+1,000 Users	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

Published contract rates will be adjusted accordingly when one of the above rate categories reaches a 1,000+ user count change
User Count will be reviewed once annually starting in Year 3 of the contract
If any of the above rate categories reaches 2,000+ user count change during lifetime of contract, the variable rate table will be reviewed and adjusted accordingly

Year

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide	-1,000 Users	$6.00	$6.00	$6.00	$7.00	$7.00	$7.00	$7.00	$7.00
County		$5.00	$5.00	$5.00	$5.00	$6.00	$6.00	$6.00	$6.00
Local		$4.00	$4.00	$4.00	$5.00	$5.00	$5.00	$5.00	$5.00
Dual		$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		$5.00	$5.00	$5.00	$6.00	$6.00	$6.00	$6.00	$6.00
County	-1,000 Users	$4.00	$4.00	$4.00	$4.00	$5.00	$5.00	$5.00	$5.00
Local		$3.00	$3.00	$3.00	$4.00	$4.00	$4.00	$4.00	$4.00
Dual		$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		$5.00	$5.00	$5.00	$5.00	$5.00	$6.00	$6.00	$6.00
County		$3.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
Local	-1,000 Users	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$4.00	$4.00
Dual		$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00

No Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		$3.00	$3.00	$4.00	$5.00	$5.00	$5.00	$5.00	$5.00
County		$2.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00
Local		$2.00	$2.00	$3.00	$2.00	$3.00	$3.00	$3.00	$3.00
Dual	-1,000 Users	$1.00	$1.00	$1.00	$2.00	$2.00	$2.00	$2.00	$2.00

Published contract rates will be adjusted accordingly when one of the above rate categories reaches a 1,000+ user count change
User Count will be reviewed once annually starting in Year 3 of the contract
If any of the above rate categories reaches 2,000+ user count change during lifetime of contract, the variable rate table will be reviewed and adjusted accordingly

Year

Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide	+1,000 Users	-$1.00	-$2.00	-$3.00	-$4.00	-$5.00	-$5.00	-$5.00	-$5.00
County		$0.00	-$1.00	-$2.00	-$3.00	-$4.00	-$4.00	-$4.00	-$4.00
Local		$0.00	-$1.00	-$2.00	-$3.00	-$4.00	-$4.00	-$4.00	-$4.00
Dual		$0.00	-$1.00	-$1.00	-$1.00	-$2.00	-$2.00	-$2.00	-$2.00

Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$2.00	-$3.00	-$4.00	-$3.00	-$3.00	-$3.00	-$3.00
County	+1,000 Users	$0.00	-$1.00	-$2.00	-$3.00	-$3.00	-$3.00	-$2.00	-$2.00
Local		$0.00	-$1.00	-$2.00	-$2.00	-$3.00	-$2.00	-$2.00	-$2.00
Dual		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$2.00	-$2.00

Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$2.00	-$3.00	-$4.00	-$3.00	-$3.00	-$3.00	-$3.00
County		$0.00	-$1.00	-$2.00	-$2.00	-$2.00	-$3.00	-$2.00	-$2.00
Local	+1,000 Users	$0.00	-$1.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00
Dual		-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$2.00	-$2.00

Infrastructure Lifecycle Refresh Scenario		2025	2026	2027	2028	2029	2030	2031	2032
Statewide		-$1.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00	-$2.00
County		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Local		$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
Dual	+1,000 Users	$0.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00

Published contract rates will be adjusted accordingly when one of the above rate categories reaches a 1,000+ user count change
User Count will be reviewed once annually starting in Year 3 of the contract
If any of the above rate categories reaches 2,000+ user count change during lifetime of contract, the variable rate table will be reviewed and adjusted accordingly

	Year							
Infrastructure Lifecycle Refresh Scenario	2025	2026	2027	2028	2029	2030	2031	2032
Statewide	$3.00	$3.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
County	$3.00	$3.00	$4.00	$4.00	$4.00	$4.00	$4.00	$4.00
Local	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00	$3.00
Dual	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00

-1,000 Users

Infrastructure Lifecycle Refresh Scenario	2025	2026	2027	2028	2029	2030	2031	2032
Statewide	$2.00	$2.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00
County	$2.00	$2.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00
Local	$2.00	$2.00	$2.00	$2.00	$2.00	$2.00	$3.00	$3.00
Dual	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00

-1,000 Users

Infrastructure Lifecycle Refresh Scenario	2025	2026	2027	2028	2029	2030	2031	2032
Statewide	$1.00	$1.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00
County	$1.00	$1.00	$2.00	$3.00	$3.00	$3.00	$3.00	$3.00
Local	$1.00	$1.00	$2.00	$2.00	$2.00	$2.00	$3.00	$3.00
Dual	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00

-1,000 Users

Infrastructure Lifecycle Refresh Scenario	2025	2026	2027	2028	2029	2030	2031	2032
Statewide	$1.00	$1.00	$1.00	$1.00	$2.00	$2.00	$2.00	$2.00
County	$1.00	$1.00	$1.00	$1.00	$2.00	$2.00	$2.00	$2.00
Local	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00
Dual	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00	$1.00

-1,000 Users

Published contract rates will be adjusted accordingly when one of the above rate categories reaches a 1,000+ user count change
User Count will be reviewed once annually starting in Year 3 of the contract
If any of the above rate categories reaches 2,000+ user count change during lifetime of contract, the variable rate table will be reviewed and adjusted accordingly

Eligibility for specific rate classifications would be contingent on agreement to the following terms and conditions:

- The STARCOM21 Advisory Subcommittee shall approve a user's application with Motorola Solutions determined rate classification as defined within this contract. The County, Municipal, Campus User and Specialty rates limit routine use of the network to the jurisdictional boundaries of the User. Roaming would be allowed only in an emergency or mutual aid situation or for any scheduled emergency response drills. Motorola will track usage and if it is determined that any user was routinely operating outside its normal operational jurisdiction, they would be notified. If such usage continues, they would be invoiced at the standard Wide-Area rate.
- The purchase of User equipment is the responsibility of each User.
- An Agency may add Additional Users to the System during the entire Contract Term, subject to terms and conditions stated elsewhere in the Contract.
- Rates are the maximum that can be billed for a rate class. Motorola Solutions and the users reserve the right to negotiate future discounts.

8. Feature Options

The use of the following services is enabled by STARCOM21 Network specific feature options made available through the network. The use of all STARCOM21 Network feature options needs to be approved by the STARCOM21 Advisory Subcommittee to determine system impact. Newly developed feature options and associated costs will be negotiated between the parties as they are made available.

STARCOM21 Network specific feature options are designed and made available as a function of Motorola brand equipment. Motorola Solutions assumes no responsibility for non-

Motorola brand equipment functionality or compatibility with STARCOM21 Network specific feature options. Non-Motorola brand equipment users that operate on the STARCOM21 Network must work with Motorola to determine if the feature options available on their equipment are compatible with the STARCOM21 Network.

GPS Services

The STARCOM21 network supports GPS polling using Project 25 Integrated Voice and Data. GPS location data can be provided via an IP connection to the STARCOM21 network. GPS polling requires GPS equipped portable or mobile radios and is only supported for Motorola subscriber radios. Agencies requesting the use of GPS polling over STARCOM21 must provide IP network connectivity to the STARCOM21 network and the mapping application. Any integration services that must be performed by Motorola Solutions would be per the labor rates defined under professional services. GPS polling rates are subject to available network bandwidth in the desired service area and subject to approval by the Advisory Subcommittee.

GPS Services are not included in the base airtime rates. GPS Service for non-State Customers will be provided at rates per the user rate table: the State retains first right of refusal as it relates to Zone level investments in network infrastructure for the enablement of the GPS Service and will notify Motorola Solutions of its intent to invest. For any User that has made a Zone level GPS infrastructure investment, GPS Polling fees will be waived for the duration of their use of the STARCOM21 Network and access will be granted wherever GPS Polling is available throughout the System. The State has made Zone level GPS infrastructure investment and is therefore exempt or not liable for any monthly GPS Polling fees. As it relates to GPS Polling fee waiver eligibility, State Agency Customers are considered to be one User group (current count 5,400).

9. Government and Non-Governmental Users

To be eligible for State pricing, Government and Non-Governmental agencies must understand that they are limited to the functional capabilities of the STARCOM21 System and must understand that all terms and conditions of the STARCOM21 Contract are applicable.

If a Government or Non-Governmental agency cannot or is not willing to be limited to the functional capabilities of what the STARCOM21 System has to offer or is unable or unwilling to accept the terms and conditions of the STARCOM21 Master Contract, then if the Government or Non-Governmental agency so elects, it may enter into a separate agreement with Motorola Solutions which may include provision of additional services and enhancements to the System. Any such agreement between Motorola Solutions and the Government or Non-Governmental agency will ensure that System performance is not adversely affected in accordance with all terms and conditions of the STARCOM21 Contract and is subject to the approval of the STARCOM21 Advisory Subcommittee and/or its designee. To the extent that any Government or Non-Governmental agency authorizes Motorola Solutions to use that agency's resources in connection with the System *(e.g.,* frequencies, towers, sites, etc.), all STARCOM21 Subscribers shall be entitled to use such *resources* in connection with their use of the System.

SECTION 10

ATTACHMENT L - DEFINITIONS

Additional User- any User who is not an existing User at the beginning of the Contract Term.

Annual Preventive Maintenance - Qualified field service technicians will perform regularly scheduled operational testing and alignment of infrastructure and network components to verify those components comply with the original manufacturer's specifications.

APCO (Association of Public Safety Communications Officials), APCO Project 25, Project 25, P25 - refers to a suite of detailed specifications for digital, land mobile radio communications published in ANSI/EIA/TIA Standards, TIA/EIA Interim Standards and Telecommunications System Bulletins.

ASTRO 25 - a Motorola Solutions proprietary radio communications system that meets APCO Project 25 Standards.

Authorized Users - Customer's employees engaged for the purpose of supporting the Services provided by Motorola, and the entities (if any) specified or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies. Motorola retains the right to review and approve Authorized Users to have access to the system and will work with Advisory Subcommittee in its approval.

Backhaul (aka – Transport) - link medium connecting RF sites and Dispatch Centers back to the Zone Controllers. May consist of multiple types of technology including leased circuits, satellite links, fiber optics, microwave, or any similar technology. Also referred to as Connectivity interchangeably. All Connectivity services, including circuits offered as part of the services provided under this contract, are provided by Motorola Solutions Connectivity, Inc. ("Motorola"), a wholly owned subsidiary of Motorola Solutions, Inc. ("Motorola Solutions") Motorola is liable for any regulatory or legal obligations or liabilities related to the provision of these services.

Breach – also ("Security Breach"), when not referring to breach of contract means a "Breach of the security of the system data" as defined under the Illinois Personal Information Protection Act ("PIPA"). 815 ILCS 530/1.

Cache Radio - a Cache radio is for temporary or itinerant use on the STARCOM21 network, typically for use to accommodate increased user fleet count requirements (i.e Special events, disaster response, partner agency support). Cache radios are not used as spare, replacement, or add-on radios to support standard daily radio fleet use.

Case Management Database - A database to track, document and retain records of work performed or issues related to the STARCOM21 network.

Cellular Backhaul Diversity- cellular-based technology that may be employed by Motorola Solutions to improve RF site availability.

Motorola Change Management – Describes an internal process. When a request is made that may alter or impact network elements' status or configuration, Motorola Solutions will manage and implement those changes using a strategy to minimize disruption and risk. As part of Motorola Change Management, all affected parties will be notified in advance of any material changes and of the impact the change will have on their operations, allowing the Customer to prepare accordingly. In the event this process necessitates a cost to the customer to effectuate, that cost shall be determined under the terms Agreement, subject to prior Approvals and the Illinois Procurement or other applicable laws.

Connectivity - the physical connection (i.e. the physical copper, fiber or other transmission medium used) that is designed for the transmission of information including data between locations, devices, equipment and/or facilities designated for the State as set forth in the applicable Statement of Work between the parties, which may be located on State premises, mobile, and/or in remote Motorola or Motorola Solutions procured data centers or cloud-based locations.

Continuing Services - services provided by Motorola Solutions that are required to continue operating the network.

Contract Term - the length of time the contract is in force, from the start date to the end date as specified in this Contract.

Control Stations - The control station and its power supply shall be packaged in a single, desktop-friendly enclosure. The control station can be operated from the front panel or remotely by either a remote desk set with front-facing controls, function buttons, knobs, and display or from a dispatch console. An internal, self-contained, loudspeaker, and a telephone-style handset can be provided with each control station. The control station shall be supplied with a pre-measured and pre-terminated electrical power, microphone, and interconnect wiring.

Credit Calculation Method - Credit Calculation Method: Any credits assessed in favor of the Customer for Motorola Solutions' non-performance are described in the Service Level Agreement and will be issued as a Customer User Fee invoice credit. The credit amount is shown in each Service Level Section of the Statement of Work (ie. Grade of Service, Coverage, Zone Availability, etc.). Credit Fee = Legacy Credit Fee from the 2012 Agreement x (New Statewide User Fee Rate / Legacy Statewide User Fee Rate).

Critical Connect - Motorola Solutions' cloud-based interoperability solution that is designed to support communications between multiple Land Mobile Radio systems and broadband networks.

Customer - State of Illinois, including its Authorized Users, Local and Municipal Governments in Illinois, and Users or entities approved under the Advisory Subcommittee.

Customer Data - means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of Customer, its Authorized Users, and their end users through the use of the Motorola Solutions' provided Services. So long not specifically identifying the Customer, the definition of Customer Data shall not include, and Motorola shall be free to use, share and leverage security threat intelligence and mitigation data generally, including without limitation, third party threat vectors and IP addresses, file hash information, domain names, malware signatures and information, information obtained from third party sources,

indicators of compromise, and tactics, techniques, and procedures used learned or developed in the course of providing services.

Dispatch Centers -A facility where User dispatch consoles and related equipment from which dispatch services are provided are located.

Dispatch Consoles - infrastructure equipment used by a radio telecommunicator or other authorized personnel at a dispatch center to communicate with a radio User or other Dispatch Centers.

Documentation - documentation provided by Motorola Solutions that specifies technical and performance features, capabilities, users, or operation, including training manuals, and other deliverables, such as reports, specifications, designs, plans, drawings, analytics, or other information. For the avoidance of doubt, the Documentation is not intended to impose any legal obligations on the State. To the extent any System Documentation purports to impose any legal obligations on the State, such language is not binding on or applicable to the State; in no instance shall this clause constitute a waiver of the Parties' obligations described in this Agreement.

Expiration Date - last day of the Contract Term.

FCC - The Federal Communications Commission regulates interstate and international communications by radio, television, wire, satellite, and cable in all 50 states, the District of Columbia and U.S. territories. An independent U.S. government agency overseen by Congress, the Commission is the federal agency responsible for implementing and enforcing America's communications law and regulations. Federal Communications Commission, the licensing authority for the use of Public Safety radio spectrum.

Gateway- hardware and software used to interconnect multiple disparate systems together.

Governmental Users - any eligible governmental entity other than a State Agency.

GPS - Global Positioning System: - an accurate worldwide navigational and surveying facility based on the reception of signals from an array of orbiting satellites.

Greenfield Sites - undeveloped parcel of real estate that can be used to build a STARCOM21 RF Site.

Incident Report- a report of any unusual or out of the ordinary occurrence involving the STARCOM21 System.

Infrastructure Lifecycle Refresh Fee - an investment made by the State to enable Motorola to make incremental replacement or upgrade to Starcom21 infrastructure necessary to allow Motorola to operate Starcom21. Examples of equipment and services included in an infrastructure lifecycle refresh may include but are not limited to: Equipment Shelter HVAC replacement; Tower Site Generator replacement; Transmission System antenna, line and tower-top amplifier (TTA) equipment replacement; Tower Site Uninterruptible Power Supply (UPS) replacements; Tower Site Battery string equipment replacement.

IREACH - Illinois Radio Emergency Assistance Channel: A common communication channel used by State, County and Local law enforcement agencies for interoperability and mutual aid.

ISPERN - Illinois State Police Emergency Radio Network: A common communication channel used by State, County and Local law enforcement agencies for interoperability and mutual aid.

Monthly Access Fees - the amount paid monthly per Subscriber Unit by Users for access to the System in accordance with **Attachment K** - **Pricing.** Also referred to as User Fee, Monthly Service Fee and Airtime Fee.

Motorola Software - means Software that Motorola or its affiliated company owns.

Motorola System Manager - means the individual appointed by Motorola Solutions who has oversight responsibility for operation of the System.

National Public Safety Planning Advisory Commission (NPSPAC) Regions 13 and 54 Regional Planning Committee- committees that set rules and maintain regional plans for the use of the NPSPAC 800MHz Frequencies. The 800 MHz NPSPAC spectrum is administered on a regional basis by 55 regional public safety planning committees.

Network Event Monitoring - Real-time, continuous ASTRO 25 radio communications network monitoring and event management. Using sophisticated tools for remote monitoring and event characterization, Motorola Solutions will assess events, determine the appropriate response, and initiate that response. Possible responses include remotely addressing the issue, escalation to product technical support groups, and dispatch of designated field technical resources.

NOC - Network Operations Center: The location where staff supervise, manage, control, maintain, and oversee the System's performance, functionality, and availability of the STARCOM21 system. Both Motorola and the State operate NOC locations to support the Starcom21 System. The Motorola NOC is referred to as Centralized Managed Support Operations (CMSO) in this Contract.

Non-Governmental User - an entity that is a legally constituted organization created by private persons or organizations with no participation or representation of any government.

Non-Motorola Software - Means Software owned by a third party other than Motorola or a Motorola affiliated company.

Notice - a written communication required between the Parties and delivered in accordance with the Contract.

On-site Infrastructure Support - When needed to resolve equipment malfunctions, Motorola Solutions will dispatch qualified local technicians to the Starcom21 location to diagnose and restore the communications network. Technicians will perform diagnostics on impacted hardware and replace defective components. The service technician's response time will be based on predefined incident priority levels.

OTAP - Over the Air Programming - is a process where a Motorola Solutions manufactured subscriber unit is programmed over the air (RF interfaced) using the radio system network and approved customer programming templates to perform the programming functionality.

Party - the State or Motorola Solutions who have rights and responsibility as specified under the Contract.

Performance Management - Motorola Solutions will monitor the overall network and network components to maintain performance and availability at service level targets, per “Attachment SLA”. As part of this service, Motorola Solutions will design, implement, and maintain network performance data collection and report generation systems.

Problem Management - To minimize incident recurrence and more quickly resolve repeating incidents, Motorola Solutions will investigate the underlying cause of repetitive, identical, or critical managed network element incidents. Motorola Solutions will investigate, diagnose, and address the root cause of these issues, and will document known errors, fixes, and workarounds in Motorola’s CMSO Network Operations Center (NOC) knowledge management database.

RCRIC - Regional Conformance Review and Implementation Committee.

Remote Security Update Service - Motorola Solutions will pre-test third-party security updates to verify they are compatible with the Starcom21 infrastructure, and remotely push the updates to the network equipment, owned and operated by Motorola Solutions.

Resolution Report - describes an Incident, steps taken to investigate the Incident, and steps taken to mitigate the incident and return the system to normal operation.

RF Site or Site -A physical location that contains STARCOM21 network and RF (Radio Frequency) communication equipment used to enable communication with Users. A RF Site includes but is not limited to towers, building, and fixed infrastructure radio equipment, etc.

Secondary Users - a User that is assigned a lower priority in the busy queue, per policy of the STARCOM21 Advisory Subcommittee.

SLA - Service Level Agreement

SmartX - a Motorola Solutions Gateway technology.

Spare Radio - Spare radios are provisioned on the system and stored in an inactive state until an active radio is damaged or lost such that a user requires a replacement radio. Spare radios, when active on the system do not increase the agency total user loading on the system.

STARCOM21 - "STAtewide Radio COMmunications for the **21st** century. The State of Illinois' statewide, P25, digital trunked, land-mobile radio network

STARCOM21 Primary Contract - means the State Contract and all Attachments (including all exhibits thereto) that make up State of Illinois Contract TBD. Also referred to as "Primary Contract", "Contract". "Agreement".

STARCOM21 Network Infrastructure Services and Equipment - consist of all infrastructure hardware, software, services and equipment necessary to provide the STARCOM21 Network Service. This includes but is not limited to: Zone Controllers, RF equipment, towers, consoles, control stations and dispatch equipment, backhaul/transport, network access, software, system maintenance, etc.

STARCOM21 Network Service - service provided by Motorola Solutions via the STARCOM21 network, including but not limited to, call management, network management, site management and infrastructure maintenance and reporting.

STARCOM21 Advisory Subcommittee – The Advisory Subcommittee is an active operating entity of the STARCOM21 Oversight Committee. The STARCOM21 Oversight Committee is responsible for System governance in accordance with the State Police Radio Act (20 ILCS 2615/10).

State - means State of Illinois as an entity.

State Agency Users or State Agencies - means, any board, commission, agency, institution, authority, and bodies politic and corporate of the State of Illinois, created by or in accordance with the constitution or statute, of the executive branch of State Government, including colleges and universities and institutions under the jurisdiction of the governing boards of the University of Illinois, Southern Illinois University, Illinois State University, Eastern Illinois University, Northern Illinois University, Western Illinois University, Chicago State University, Governor State University, Northeastern Illinois University, and the Board of Higher Education. The term does not apply to public employee retirement systems or investment boards that are subject to fiduciary duties imposed by the Illinois Pension Code or the University of Illinois Foundation. The term does not include units of local government, school districts, community colleges under Public Community College Act and the Illinois Comprehensive Health Insurance Board.

State System Administrator - means the individual appointed by the State to represent the State in all State responsibilities related to the STARCOM21 Network Service and required under the Contract.

State Police Radio Act (20 ILCS 2615/10) - establishes the authority and responsibility of the chairman of the STARCOM21 Oversight Committee.

State Resources - State-owned tower/antenna sites, real estate, frequencies, and communications transport that may be required for utilization on the System in accordance with the Contract.

Subscriber Radios (Units) - hand-held or vehicular mounted radio transmission equipment used to send or receive voice or data communications through a network.

System - the statewide, P25 leased, trunked, digital voice land mobile radio system, Also referred to as the "System," the "Network," the "Infrastructure," the "STARCOM21 Network", or the "STARCOM21 System" being made available to the State of Illinois (the "State") owned by Motorola Solutions, Inc.

System Documentation - documents, reports, maps, written information of any type, or other items identified by the Parties that is produced under the Contract by Motorola for the State and to which the State retains title and all rights. For the avoidance of doubt, the Documentation is not intended to impose any legal obligations on the State. To the extent any System Documentation purports to impose any legal obligations on the State, such language is not binding on or applicable to the State; in no instance shall this clause constitute a waiver of the Parties' obligations described in this Agreement.

System Management – The services provided by Motorola to support the operation of the System.

Tactical Interoperability Communications Plan (TICP)- the TICP documents the interoperable communication resources available to State of Illinois entities, and the rules of use or operational procedures that exist for the activation and deactivation of each resource.

Talkgroups - an assigned group of users on a trunked radio system.

Termination Date - the date on which the Contract is effectively terminated prior to the Expiration Date in accordance with the terms of the Agreement.

Unexcused Zone Failure - an unplanned outage of the Zone Controller or related infrastructure that prevents the STARCOM21 network from processing calls.

User or Subscriber - any person or group who uses subscriber units to access the System. The total number of Users equals the number of Units registered on the System.

User Agreement - a negotiated contract between non-State Agencies and Motorola Solutions for the use of the STARCOM21 network which obligates Users to the terms and conditions of this STARCOM21 Primary Contract and those described in the User Agreement.

Vendor - Motorola Solutions, Inc. and its subsidiaries and affiliates.

Wave5000 - Push-to-Talk solution that instantly connects users across disparate networks, devices, and location.

Zone - a group of RF Sites in a geographical area controlled by a Zone Controller which divides the System into regions.

Include the following as part of the procurement and contract for *systems hosted in a Vendor cloud environment*.

State of Illinois Security Requirements:

1. Vendor will notify the State of Illinois' Chief Information Security Officer within 24 hours of knowledge of any information breach or other security incident which impacts State of Illinois data. Email notification to: DoIT.Security@illinois.gov and Subject Line should state "Breach Notification."

2. Vendor shall have a documented security incident policy and plan. Vendor must supply a copy at the request of the State of Illinois.

3. Vendor must comply with all applicable United States Federal and State of Illinois laws, rules, and regulations, unless otherwise stated herein.

4. Vendor must comply with all of the State of Illinois Enterprise Security Policies (https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx) which are aligned with the Federal Bureau of Investigations (FBI) Criminal Justice Information Services ("CJIS") Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance.

5. Vendor must ensure that all information technology, including electronic information, software, systems and equipment, developed or provided under this contract complies with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587. If available, Vendor must provide the State of Illinois their most recent Voluntary Product Accessibility Template (VPAT).

6. Vendor program and project management personnel must ensure coordination of activities with the State of Illinois governance program. Vendor must comply with all policies, standards, and procedures defined by the State of Illinois Department of Innovation and Technology's Enterprise Portfolio Management Office. To the extent such policies, standards and procedures include information security requirements, Vendor will come into compliance with such policies, standards and procedures which are aligned with the FBI's CJIS Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance.

7. Vendor's system must interface with the State of Illinois' identity and access management solutions if authentication is required for access to the system.

Vendor's system must log activity within the system and have capacity to forward log information to the State of Illinois' security incident and event management system (SIEM). Vendor must meet the State of Illinois' Minimum Logging Requirements which are aligned with the FBI's CJIS Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance for the term of the Contract.

8. Vendor certifies it has undertaken independent third-party audit Statement on Standards for Attestation Engagements (SSAE-18) certifications and must provide the State of Illinois with a System Operation Controls report (SOC 2 type 2) annually and applicable bridge/gap letter. To the extent deficiencies are noted in the SOC 2 type 2 report vendor shall implement an appropriate remediation plan.

9. Vendor must ensure all hosted data pertinent to this contract shall remain located within the contiguous United States.

10. Vendor must ensure encryption of State of Illinois data at rest and in motion. This encryption must comply with encryption security controls as defined in the most current version of the Federal Information Processing Standard (FIPS) 140 using Advanced Encryption Standard (AES) encryption with a minimum key length of 256 bits.

11. Vendor must store data in a non-proprietary, readily accessible format, or Vendor must provide a solution, at no additional cost to the State of Illinois, to extract any State of Illinois data stored in Vendor's solution.

12. Vendor must only use State of Illinois data, for the purposes stated in this contract.

13. Vendor must maintain a robust and reliable data backup system. Vendor must supply a description of backup methodology, and this methodology must meet defined Maximum Tolerable Downtime (MTD) and Return to Operations (RPO) requirements.

14. At the State's request, Vendor must provide a written disaster recovery methodology and provide proof of annual disaster recovery testing, including issues discovered and remediation plans for the issues discovered.

15. Vendor may not use any State of Illinois data in any non-production system or in any other system outside the application/service procured under this contract.

16. Vendor must provide a copy of all State of Illinois data (in a non-proprietary format) to the State of Illinois without delay upon request by the State of Illinois.

17. Vendor must provide a copy of all State of Illinois data (in a non-proprietary format) to the State of Illinois prior to termination of contract.

18. Vendor must sanitize all media that contains or contained State of Illinois data. Vendor must use the more current revision of NIST Special Publication 800-88; Guidelines for Media Sanitization. Vendor must provide the State of Illinois with a written certification of media sanitization including the method, date and time.

19. Vendor and/or its agents must not resell nor otherwise redistribute information gained from its access to the State of Illinois data.

20. Vendor must not engage in nor permit its agents to push adware, software, or marketing not explicitly authorized by the State of Illinois.

Security Appendix S1 – Minimum Logging Requirements

- Logging requirements must be consistent with the FBI's CJIS Security Policy logging requirements

Security Appendix S2: Security Controls for Vendors

In accordance with section 4 above, Vendor must comply with all of the State of Illinois Enterprise Security Policies (https://www2.illinois.gov/sites/doit/support/policies/Pages/default.aspx) which are aligned with the Federal Bureau of Investigations (FBI) Criminal Justice Information Services ("CJIS") Security Policy requirements and will do so in accordance with the organizational variables defined in the CJIS Security Policy as well as within the time frames articulated by the FBI for compliance.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the D/B/A on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: Chris Lonnett

Business Name: Motorola Solutions, Inc.

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: 36-1115800

Legal Status (check one):

☐ Individual	☐ Governmental
☐ Sole Proprietor	☐ Nonresident alien
☐ Partnership	☐ Estate or trust
☐ Legal Services Corporation	☐ Pharmacy (Non-Corp.)
☐ Tax-exempt	☐ Pharmacy/Funeral Home/Cemetery (Corp.)
☐ Corporation providing or billing medical and/or health care services	☐ Limited Liability Company (select applicable tax classification)
☒ Corporation NOT providing or billing medical and/or health care services	☐ C = corporation ☐ P = partnership

Signature of Authorized Representative: _

Date: June 14, 2023

STATE OF ILLINOIS
IPG ACTIVE REGISTERED VENDOR DISCLOSURE
(formerly named FORMS B)

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract:

4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over $100,000. Do not complete if you are a not-for-profit entity.

☒ Yes ☐ No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
ISP	LPR	active	12,500,000.00	R-85050
CMS	Starcom 21	contract	Frame	CMT2028589
CMS	Radio Equipment	contract	Frame	CMT3033269
CMS	Maintenance Contract	Contract	Frame	CMT2028596

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this IPG Active Registered Vendor Disclosure are truthful and accurate.

This IPG Active Registered Vendor Disclosure is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: Motorola Solutions Inc. Phone: 847-989-0639

Street Address: 500 W. Monroe Email: jeff.stowasswer@motorolasolutions.com

City, State, Zip: Chicago, IL 60661 Vendor Contact: Chris Lonnett

Signature:____ Date: 6/14/2023