

Subscription Services Addendum

This Subscription Services Addendum to the Communications System and Services Agreement or other previously executed and currently in force agreement, as applicable (“Primary Agreement”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the entity set forth in the signature block below or in the Primary Agreement (“**Customer**”) (“**SSA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the Primary Agreement.

1. Addendum.

1.1. Scope. This SSA governs Customer’s purchase of Subscription Services (and, if set forth in an Ordering Document, related Services) from Motorola and provides additional and/or different terms and conditions that govern the sale of Subscription Services. This SSA will be subject to, and governed by, the terms of the Primary Agreement. To the extent there is a conflict or inconsistency between the terms and conditions of the SSA and an associated Ordering Document, the terms and conditions of the Ordering Document will take precedence over the SSA. Additional Subscription Services-specific Addenda or other terms and conditions may apply to certain Subscription Services, where such terms are provided or presented to Customer.

1.2. Definitions. Capitalized terms used in this SSA shall have the following meanings:

1.2.1. “Authorized Users” shall mean Customer’s employees, full-time contractors engaged for the purpose of supporting the Subscription Services that are not competitors of Motorola, and the entities (if any) specified in an Ordering Document or otherwise approved by Motorola in writing (email from an authorized Motorola signatory accepted), which may include affiliates or other Customer agencies.

1.2.2. “Customer Contact Data” shall mean data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes.

1.2.3. “Customer Data” shall mean data, information, and content, including images, text, videos, documents, audio, telemetry 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 Subscription Services. Customer Data does not include Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data;

1.2.4. “Customer-Provided Equipment” shall mean certain components, including equipment and software, not provided by Motorola that may be required for use of the Subscription Services.

- 1.2.5. **“Documentation”** shall mean documentation for the Subscription Services, Motorola Software, or data 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.
- 1.2.6. **“Equipment”** shall mean hardware provided by Motorola.
- 1.2.7. **“Feedback”** shall mean comments or information, in oral or written form, given to Motorola by Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services.
- 1.2.8. **“Fees”** shall mean fees and charges applicable to the Subscription Services and set forth in an Ordering Document.
- 1.2.9. **“Motorola Data”** shall mean data owned or licensed by Motorola;
- 1.2.10. **“Ordering Documents”** shall mean statements of work, technical specifications, and other ordering documents setting forth the Subscription Services to be purchased by Customer and provided by Motorola.
- 1.2.11. **“Process” or “Processing”** shall mean any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.2.12. **“Service Use Data”** shall mean data generated by Customer’s use of the Subscription Services or by Motorola’s support of the Subscription Services, including personal information, location, monitoring and recording activity, product performance and error information, activity logs and date and time of use;
- 1.2.13. **“Subscription Services”** shall mean hosted software-as-a-service provided to Customer, and other software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis.
- 1.2.14. **“Subscription Software”** shall mean software which is either preinstalled on Equipment or installed on Customer-Provided Equipment and licensed to Customer by Motorola on a subscription basis associated with the Subscription Services.
- 1.2.15. **“Third-Party Data”** shall mean information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Subscription Services.

2. Delivery of Subscription Services.

2.1. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Services set forth in an Ordering Document, with a Go Live Date of June 30, 2024, in accordance with the terms of this SSA. 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 Services or upon Motorola otherwise providing access to the Subscription Services. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Subscription Services.

2.2. Modifications. Motorola may modify the Subscription Services, any associated recurring Services and any related systems so long as their functionality (as described in the applicable Ordering Document) is not materially degraded. Documentation for the Subscription Services may be updated to reflect such modifications. For clarity, new features or enhancements that are added to any Subscription Services may be subject to additional Fees.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Services, and Customer will ensure such administrative user credentials are 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 may be liable for any use of the Subscription Services through such user credential (including through any administrative user credentials), including any changes made to the Subscription Services or issues or user impact arising therefrom. To the extent Motorola provides Services to Customer in order to help resolve issues resulting from changes made to the Subscription Services through user credentials, including through any administrative user credentials, or issues otherwise created by Authorized Users, such Services will be billed to Customer on a time and materials basis, and Customer will pay all invoices in accordance with the payment terms provided herein.

2.4. Beta Services. If Motorola makes any beta version of a software application ("**Beta Service**") available to Customer, Customer may choose to use such Beta Service at its own discretion, provided, however, that Customer will use the Beta Service solely for purposes of Customer's evaluation of such Beta Service, and for no other purpose. Customer acknowledges and agrees that all Beta Services are offered "as-is" and without any representations or warranties or other commitments or protections from Motorola. Motorola will determine the duration of the evaluation period for any Beta Service, in its sole discretion, and Motorola may discontinue any Beta Service at any time. Customer acknowledges that Beta Services, by their nature, have not been fully tested and may contain defects or deficiencies.

2.5. Equipment Title. Unless Customer is purchasing equipment pursuant to the terms in the Primary Agreement and unless stated differently in this SSA or in the Ordering Documents, title to any Equipment provided to Customer in connection with the Subscription Services remains vested in Motorola at all times. Any sale of equipment pursuant to this SSA will be governed by the terms and conditions set forth in the Primary Agreement.

3. Subscription Software License, Restrictions, and Obligations.

3.1. Subscription Software License. Subject to Customer's and its Authorized Users' compliance with this SSA, 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 an Ordering Document, 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 an Ordering Document (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 Services remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. Notwithstanding any provision to the contrary in this SSA, certain Subscription Software is governed by a separate license, EULA, or other agreement, including terms governing third-party software, such as open source software, included in the Subscription Software. Customer will comply, and ensure its Authorized Users comply, with such additional license agreements.

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

gain unauthorized access to the Subscription Software, Subscription Services or its related systems or networks.

3.4. Customer-Provided Equipment. Customer will be responsible, at its sole cost and expense, for providing and maintaining the Customer-Provided Equipment in good working order. Customer represents and warrants that it has all rights in Customer-Provided Equipment to permit Motorola to access and use the applicable Customer-Provided Equipment to provide the Subscription Services under this SSA, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola) will be fully liable for Customer-Provided Equipment, and Customer will immediately notify Motorola of any Customer-Provided Equipment damage, loss, change, or theft that may impact Motorola's ability to provide the Subscription Services under this SSA, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

3.5. Non-Motorola Content. In certain instances, Customer may be permitted to access, use, or integrate Customer or third-party software, services, content, and data that is not provided by Motorola (collectively, "Non-Motorola Content") with or through the Subscription Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Subscription Services, Customer will first obtain all necessary rights and licenses to permit Customer's and its Authorized Users' use of the Non-Motorola Content in connection with the Subscription Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Subscription Services, including the right for Motorola to access, store, and process such Non-Motorola Content, and to otherwise enable interoperation with the Subscription Services. Customer represents and warrants that it will obtain the foregoing rights and licenses prior to accessing, using, or integrating the applicable Non-Motorola Content with the Subscription Services, and that Customer and its Authorized Users will comply with any terms and conditions applicable to such Non-Motorola Content. If any Non-Motorola Content require access to Customer Data (as defined below), Customer hereby authorizes Motorola to allow the provider of such Non-Motorola Content to access Customer Data, in connection with the interoperation of such Non-Motorola Content with the Subscription Services. Customer acknowledges and agrees that Motorola is not responsible for, and makes no representations or warranties with respect to, the Non-Motorola Content (including any disclosure, modification, or deletion of Customer Data resulting from use of Non-Motorola Content or failure to properly interoperate with the Subscription Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Subscription Services, Customer will promptly do so. Motorola will have the right to disable or remove Non-Motorola Content if Motorola believes a violation of law, third-party rights, or Motorola's policies is likely to occur, or if such Non-Motorola Content poses or may pose a security or other risk or adverse impact to the Subscription Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Nothing in this Section will limit the exclusions set forth in Section 14.3 – Intellectual Property Infringement of the Primary Agreement.

4. Term.

4.1. Subscription Terms. The duration of Customer's subscription to the Subscription Services and any associated recurring Services ordered under this SSA (or the first Subscription Services or recurring Service, if multiple are ordered at once) will commence upon delivery of such Subscription Services (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**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Services and any recurring Services will automatically renew for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"), unless either Party notifies the other Party of its intent not to renew at least thirty calendar (30) days before the conclusion of the then-current Subscription Term. (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees prior to any Renewal Subscription Year. In such case, Motorola will notify Customer of such proposed increase no later than ninety (90) calendar days prior to commencement of such Renewal Subscription Year. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional or subsequent Subscription Services or recurring Services under this SSA during an in-process Subscription Term, the subscription for each such additional or subsequent Subscription Services or recurring Service will (a) commence upon delivery of such Subscription Services or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"), and (b) automatically renew for Renewal Subscription Years thereafter, unless either Party notifies the other Party of its intent not to renew at least thirty (30) days before the conclusion of the then-current Subscription Term. Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Services and recurring Services hereunder will be synchronized.

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

4.3. Termination. Notwithstanding the termination provisions of the Primary Agreement, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder), or suspend delivery of Subscription Services or Services, immediately upon notice to Customer if (a) Customer breaches **Section 3 – Subscription Software License and Restrictions** of this SSA, or any other provision related to Subscription Services terms of service, Subscription Software license scope, or other terms set forth in an Addendum or Ordering Document, or (b) it determines that Customer's use of the Subscription Services poses, or may pose, a

security or other risk or adverse impact to any Subscription Services, Motorola, Motorola's systems, or any third party (including other Motorola customers). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Services and Documentation, and that Customer's breach of this SSA will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this SSA, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Return of Discount. If Customer is afforded a discount in exchange for a term commitment longer than one-year, early termination by Customer will result in an early termination fee, representing a return of the discount off of list price.

4.5. Cancellation Fee. If a minimum Initial Subscription Period applies and Customer terminates prior to the end of the minimum Initial Subscription Period, Customer will be required to pay a cancellation fee prorated for the remaining balance of subscription fees for the minimum Initial Subscription Period.

4.6. No Refund. If a subscription is terminated for any reason prior to the end of the Subscription Term, other subscription period set forth in the Ordering Documents, or otherwise agreed to in writing by the Parties, no refund or credit will be provided, except that Motorola's failure to abide by the Go Live date of June 30, 2024 will result in a full refund and acts as termination of contract by customer.

4.7. Suspension of Services. Motorola may terminate or suspend any Subscription Services or Services under an Ordering Document if Motorola determines: (a) the related Subscription Software license has expired or has terminated for any reason; (b) the applicable Subscription Services is being used on a hardware platform, operating system, or version not approved by Motorola; (c) Customer fails to make any payments when due; or (d) Customer fails to comply with any of its other obligations or otherwise delays Motorola's ability to perform.

4.8. Wind Down of Subscription Services. In addition to the termination rights in the Primary Agreement, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part, in the event Motorola plans to cease offering the applicable Subscription Services or Services to customers.

4.9. Effect of Termination or Expiration. Upon termination for any reason or expiration of the Primary Agreement, this SSA, an Addendum, or an Ordering Document, Customer and the Authorized Users will return or destroy (at Motorola's option) all Motorola Materials and Motorola's Confidential Information in their possession or control and, as applicable, provide proof of such destruction. If Customer has any outstanding payment obligations under this SSA, Motorola may accelerate and declare all such obligations of Customer immediately due and payable by Customer. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Subscription Services already delivered. the parties both have a duty to mitigate any damages under this SSA, including in the event of default by Motorola and Customer's termination of this SSA.

5. Payment.

5.1. Payment. Unless otherwise provided in an Ordering Document (and notwithstanding the provisions of the Primary Agreement), Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Services and associated recurring Service, before the commencement of each Subscription Term. For any Partial Subscription Year, the applicable annual subscription Fee will be prorated based on the number of months in the Partial Subscription Year. The annual subscription Fee for Subscription Services and associated recurring Services may include certain one-time Fees, such as start-up fees, license fees, or other fees set forth in an Ordering Document. Motorola will have the right to suspend the Subscription Services and any recurring Services if Customer fails to make any payments when due.

5.2. No Price Guarantee. Notwithstanding any language to the contrary, the pricing and Fees associated with this SSA will not be subject to any most favored pricing commitment or other similar low price guarantees.

5.3. Taxes. The Fees do not include any excise, sales, lease, use, property, or other taxes, assessments, duties, or regulatory charges or contribution requirements (collectively, "Taxes"), all of which will be paid by Customer in accordance with Arizona Article 9, Section 7 and when except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) calendar days after Customer's receipt of an invoice therefore. Customer will be solely responsible for reporting the Subscription Services for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

5.4. Invoicing. Motorola will invoice Customer at the frequency set forth in the applicable Addendum or Ordering Document, and Customer will pay all invoices within thirty (30) calendar days of the invoice date or as otherwise specified in the applicable Addendum or Ordering Document. Late payments will be subject to interest charges at the maximum rate permitted by law, commencing upon the due date. Motorola may invoice electronically via email, and Customer agrees to receive invoices via email at the email address set forth in an Ordering Document. Customer acknowledges and agrees that a purchase order or other notice to proceed is not required for payment for the Subscription Services.

5.5. License True-Up. Motorola will have the right to conduct an audit of total user licenses credentialed by Customer for any Subscription Services during a Subscription Term, and Customer will cooperate with such audit. If Motorola determines that Customer's usage of the Subscription Services during the applicable Subscription Term exceeded the total number of licenses purchased by Customer, Motorola may invoice Customer for the additional licenses used by Customer, pro-rated for each additional license from the date such license was activated, and Customer will pay such invoice in accordance with the payment terms in the Primary Agreement.

6. Liability.

6.1. Limitation of Liability. Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim with respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda.

6.2. ADDITIONAL EXCLUSIONS.

The subscription services are provided "as is" in addition to the exclusions from damages set forth in the primary agreement, and notwithstanding any provision of primary agreement to the contrary, Motorola will have no liability for (A) interruption or failure of connectivity, vulnerabilities, or security events; (B) disruption of or damage to customer's or third parties' systems, equipment, or data, including denial of access to users, or shutdown of systems caused by intrusion detection software or hardware; (C) availability or accuracy of any data available through the subscription software or services, or interpretation, use or misuse thereof; (D) tracking and location based services; (E) beta services; (F) customer data, including transmission to Motorola, or any other data available through the subscription services; (G) customer provided equipment, non Motorola content, the sites, or third party equipment, hardware, software, data or other third party materials, or the combination of subscription services with any of the foregoing; (H) loss of data or hacking; (I) modification of subscription services by any person other than Motorola; (J) recommendations provided in connection with the subscription services; (K) data recovery services or database modifications; or (L) customer's or any authorized user's breach of this SSA or misuse of the subscription services. Notwithstanding the foregoing, if damages are caused by the negligence of Motorola, Motorola's cyber insurance will be used to pay Customer's damages.

6.3. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the Primary Agreement or **Section 6.1 – Additional Exclusions** above, but if Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Proprietary Rights; Data; Feedback.

7.1. Motorola Materials. Customer acknowledges that Motorola may use or provide Customer with access to software, tools, data, and other materials, including designs, utilities, models, methodologies, systems, and specifications, which Motorola has developed or licensed from third parties (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, or derivative works of the foregoing, whether made by Motorola or another party) (collectively, "Motorola Materials"). The Subscription Services, Motorola Data, Third-Party Data, and Documentation, are

considered Motorola Materials. Except when Motorola has expressly transferred title or other interest to Customer by way of an Ordering Document or under the Primary Agreement, the Motorola Materials are the property of Motorola or its licensors, and Motorola or its licensors retain all right, title and interest in and to the Motorola Materials (including, all rights in patents, copyrights, trademarks, trade names, trade secrets, know-how, other intellectual property and proprietary rights, and all associated goodwill and moral rights). For clarity, this SSA does not grant to Customer any shared development rights in or to any Motorola Materials or other intellectual property, and Customer agrees to execute any documents and take any other actions reasonably requested by Motorola to effectuate the foregoing. Motorola and its licensors reserve all rights not expressly granted to Customer, and no rights, other than those expressly granted herein, are granted to Customer by implication, estoppel or otherwise. Customer will not modify, disassemble, reverse engineer, derive source code or create derivative works from, merge with other software, distribute, sublicense, sell, or export the Subscription Services or other Motorola Materials, or permit any third party to do so.

7.2. Ownership of Customer Data. Customer retains all right, title and interest, including intellectual property rights, if any, in and to Customer Data. Motorola acquires no rights to Customer Data except those rights granted under this SSA including the right to Process and use the Customer Data as set forth in Section 7.3 – Processing Customer Data below and in other applicable Addenda. The Parties agree that with regard to the Processing of personal information which may be part of Customer Data, Customer is the controller and Motorola is the processor, and may engage sub-processors pursuant to Section 7.3.3 – Sub-processors.

7.3. Processing Customer Data.

7.3.1. Motorola Use of Customer Data. To the extent permitted by law, Customer grants Motorola and its subcontractors a right to use Customer Data and a royalty-free, worldwide, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, create derivative works from such Customer Data and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola) to (a) perform Services and provide Subscription Services under this SSA, (b) analyze the Customer Data to operate, maintain, manage, and improve Motorola products and services, and (c) create new products and services. Customer agrees that this SSA, along with the Documentation, are Customer's complete and final documented instructions to Motorola for the processing of Customer Data. Any additional or alternate instructions must be agreed to according to the Change Order process. Customer represents and warrants to Motorola that Customer's instructions, including appointment of Motorola as a processor or sub-processor, have been authorized by the relevant controller.

7.3.2. Collection, Creation, Use of Customer Data. Customer further represents and warrants that the Customer Data, Customer's collection, creation, and use of the Customer Data (including in connection with the Subscription Services), and Motorola's use of such Customer Data in accordance with this SSA, will not

violate any laws or applicable privacy notices or infringe any third-party rights (including intellectual property and privacy rights). Customer also represents and warrants that the Customer Data will be accurate and complete, and that Customer has obtained all required consents, provided all necessary notices, and met any other applicable legal requirements with respect to collection and use (including Motorola's and its subcontractors' use) of the Customer Data as described in this SSA.

7.3.3. Sub-processors. Customer agrees that Motorola may engage sub-processors who in turn may engage additional sub-processors to Process personal data in accordance with this SSA. When engaging sub-processors, Motorola will enter into agreements with the sub-processors to bind them to data processing obligations to the extent required by law.

7.4. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under this SSA, Motorola will delete all Customer Data following termination or expiration of this SSA, the applicable Addendum, or Ordering Document, with such deletion to occur no later than ninety (90) calendar days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law. Any requests for the exportation or download of Customer Data must be made by Customer to Motorola in writing before expiration or termination, subject to Section 17.7 – Notices of the Primary Agreement. Motorola will have no obligation to retain such Customer Data beyond expiration or termination unless the Customer has purchased extended storage from Motorola through a mutually executed Ordering Document.

7.5. Service Use Data. Customer understands and agrees that Motorola may collect and use Service Use Data for its own purposes, including the uses described below. Motorola may use Service Use Data to (a) operate, maintain, manage, and improve existing and create new products and services, (b) test products and services, (c) to aggregate Service Use Data and combine it with that of other users, and (d) to use anonymized or aggregated data for marketing, research or other business purposes. Service Use Data may be disclosed to third parties. It is Customer's responsibility to notify Authorized Users of Motorola's collection and use of Service Use Data and to obtain any required consents, provide all necessary notices, and meet any other applicable legal requirements with respect to such collection and use, and Customer represents and warrants to Motorola that it has complied and will continue to comply with this Section.

7.6. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Subscription Services. Customer and its Authorized Users may use Motorola Data and Third-Party Data as permitted by Motorola and the applicable Third-Party Data provider, as described in an Ordering Document or Subscription Services-specific Addendum. Unless expressly permitted in the applicable Addendum, Customer will not, and will ensure its Authorized Users will not: (a) use the Motorola Data or Third-Party Data for any purpose other than Customer's internal business purposes; (b) disclose the data to third parties; (c) "white label" such data or otherwise misrepresent its source or

ownership, or resell, distribute, sublicense, or commercially exploit the data in any manner; (d) use such data in violation of applicable laws; (e) remove, obscure, alter, or falsify any marks or proprietary rights notices indicating the source, origin, or ownership of the data; or (f) modify such data or combine it with Customer Data or other data or use the data to build databases. Additional restrictions may be set forth in the applicable Addendum. Any rights granted to Customer or Authorized Users with respect to Motorola Data or Third-Party Data will immediately terminate upon termination or expiration of the applicable Addendum, Ordering Document, or this SSA. Further, Motorola or the applicable Third-Party Data provider may suspend, change, or terminate Customer's or any Authorized User's access to Motorola Data or Third-Party Data if Motorola or such Third-Party Data provider believes Customer's or the Authorized User's use of the data violates this SSA, applicable law or Motorola's agreement with the applicable Third-Party Data provider. Upon termination of Customer's rights to use any Motorola Data or Third-Party Data, Customer and all Authorized Users will immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of this SSA to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Subscription Services. Motorola and its Third-Party Data providers reserve all rights in and to Motorola Data and Third-Party Data not expressly granted in an Addendum or Ordering Document.

7.7. Feedback. Any Feedback provided by Customer is entirely voluntary, and will not create any confidentiality obligation for Motorola, even if designated as confidential by Customer. Motorola may use, reproduce, license, and otherwise distribute and exploit the Feedback without any obligation or payment to Customer or Authorized Users and Customer represents and warrants that it has obtained all necessary rights and consents to grant Motorola the foregoing rights.

7.8. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this SSA or Primary Agreement to the contrary, all fixes, modifications and improvements to the Subscription Services conceived of or made by or on behalf of Motorola that are based either in whole or in part on the Feedback, Customer Data, or Service Use Data (or otherwise) are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements will vest solely in Motorola. Customer agrees to execute any written documents necessary to assign any intellectual property or other rights it may have in such fixes, modifications or improvements to Motorola.

7.9. 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. 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 Primary Agreement to allocate the respective roles as joint controllers.

8. Security.

8.1. Industry Standard. Motorola will maintain industry standard security measures to protect the Subscription Services from intrusion, breach, or corruption. During the term of this SSA, if the Subscription Services enables access to Criminal Justice Information ("CJI"), as defined by the Criminal Justice Information Services Security Policy ("CJIS"), Motorola will provide and comply with a CJIS Security Addendum. Any additional security measure desired by Customer may be available for an additional fee.

8.2. Background checks. Motorola will require its personnel that access CJI to submit to a background check based on submission of FBI fingerprint cards.

8.3. Customer Security Measures. Customer is independently responsible for establishing and maintaining its own policies and procedures and for ensuring compliance with CJIS and other security requirements that are outside the scope of the Subscription Services provided. Customer must establish and ensure compliance with access control policies and procedures, including password security measures. Further, Customer must maintain industry standard security measures. Motorola disclaims any responsibility or liability whatsoever for the security or preservation of Customer Data or Customer Contact Data once accessed or viewed by Customer or its representatives. Motorola further disclaims any responsibility or liability whatsoever that relates to or arise from Customer's failure to maintain industry standard security measures and controls, including but not limited to lost or stolen passwords. Motorola reserves the right to terminate the Subscription Services if Customer's failure to maintain or comply with industry standard security and control measures negatively impacts the Subscription Services or Motorola's own security measures.

8.4. Breach Response Plan. Both parties will maintain and follow a breach response plan consistent with the standards of their respective industries.

9. General Provisions.

9.1. Third-Party Beneficiaries. This SSA is entered into solely between, and may be enforced only by, the Parties. Each Party intends that this SSA will not benefit, or create any right or cause of action in or on behalf of, any entity other than the Parties. Notwithstanding the foregoing, a licensor or supplier of third-party software included in the software Products will be a direct and intended third-party beneficiary of this SSA.

9.2. Cumulative Remedies. Except as specifically stated in this SSA, all remedies provided for in this SSA will be cumulative and in addition to, and not in lieu of, any other remedies available to either Party at law, in equity, by contract, or otherwise. Except as specifically stated in this SSA, the election by a Party of any remedy provided for in this SSA or otherwise available to such Party will not preclude such

Party from pursuing any other remedies available to such Party at law, in equity, by contract, or otherwise.

9.3. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Subscription Services, which may also include access by Motorola to Customer Data and Service Use Data. Customer will provide notice of such monitoring to its Authorized Users and obtain any required consents, including individual end users, and will cooperate with Motorola in any monitoring or audit. Customer will maintain during the Subscription Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this SSA to verify compliance with this SSA. Motorola or a third party ("Auditor") may inspect Customer's and, as applicable, Authorized Users' premises, books, and records. Motorola will pay expenses and costs of the Auditor, unless Customer is found to be in violation of the terms of this SSA, in which case Customer will be responsible for such expenses and costs.

9.4. 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 7 – Proprietary Rights; Data, Feedback, Section 8 – General Provisions**, and where the context of any section indicates an intent that such section shall survive the term of this SSA, then such section shall survive.

10. INSURANCE

10.1 Motorola at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed in the State of Arizona with policies and forms satisfactory to Customer.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Agreement is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of Customer, constitute a material breach of this Agreement.

Motorola's insurance shall be primary insurance as respects the Customer, and any insurance or self-insurance maintained by Customer shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect Customer.

The General Liability and Auto Liability insurance policies, except Work's Compensation, shall contain a waiver to transfer rights of recovery (subrogation) against Customer, its agents, officers, officials, and employees for any claims arising out of Motorola's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to Customer under such policies.

Customer shall be solely responsible for the deductible an/or self retention and Customer, at its option, may require Motorola to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The insurance policies, except Worker's Compensation, Cyber Liability, and Professional Liability, required by this Agreement, shall name include Customer, its agents, officers, officials and employees as Additional Insureds.

Required Coverage:

10.2 COMMERCIAL GENERAL LIABILITY INSURANCE; Motorola shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Agreement, which coverage will be as broad as that on Insurance Service Office, Inc. Policy Form No. CG00011093, or the equivalent thereof.

Such policy shall contain a severability of interest provision and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG20101185, or the equivalent thereof, and shall include coverage for Motorola's operations and products and completed operations.

If required by this Agreement, if Motorola sublets any part of the work, services or operations, Motorola shall purchase and maintain, at all times during prosecution of the work, services or operations under this Agreement, an Owner and Consultant's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of Motorola's work, service or operations under this Agreement. Coverage shall be on an occurrence basis with a limit not less than of \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues Motorola's Commercial General Liability insurance.

10.3 Professional Liability: Motorola will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by Motorola, or any person employed by Motorola, with a limit of \$1,000,000 each claim.

10.4 CYBER LIABILITY INSURANCE: Cyber Liability insurance with limits not less than \$1,000,000 per claim, with a \$2,000,000 aggregate limit. Coverage shall be sufficiently broad to response to the duties and obligations as is undertaken by Motorola in this Agreement and shall include, but not limited to, claims involving

infringement of intellectual property, excluding patents and trade secrets, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties.

11. APPLICABLE LAW AND VENUE: The terms and conditions of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Arizona. Any action at law or in equity brought by either party for the purpose of enforcing a right or rights provided for in this Agreement, shall be tried in a court of competent jurisdiction in Pinal County, State of Arizona. The parties hereby waive all provision of law providing for a change of venue in such proceeding to any other county. In the event either party shall bring suit to enforce any term of this Agreement or to recover any damages for and on account of the breach of any term or condition of this Agreement, it is mutually agreed that the prevailing party in such action shall recover all costs including: all litigation and appeal expenses, collection expenses, reasonable attorney fees, necessary witness fees and court costs to be determined by the court in such action.

12. TIME IS OF THE ESSENCE: Time is of the essence with respect to all provisions in this Agreement. Any delay in performance by either Party shall constitute a material breach of this Agreement.

13. PROHIBITION TO CONTRACT WITH CONSULTANTS WHO ENGAGE IN BOYCOTT OF THE STATE OF ISRAEL: The Parties acknowledge A.R.S. §35-393 through 35-393.03, as amended, which forbids public entities from contracting with Consultants who engage in boycotts of the State of Israel. Should Motorola under this Agreement engage in any such boycott against the State of Israel, this Agreement shall be deemed automatically terminated by operation of law. Any such boycott is a material breach of contract.

14. CERTIFICATION PURSUANT TO A.R.S. §35-394: In accordance with Arizona Revised Statutes §35-394, Motorola hereby certifies and agrees that Motorola does not currently and shall not for the duration of this Agreement use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any services or good produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Motorola becomes aware during the term of this Agreement that Motorola is not in compliance with this Section, then Motorola shall notify Customer within five (5) business days after becoming aware of such noncompliance. If Motorola does not provide Customer with written certification that Motorola has remedied such noncompliance within one hundred eighty (180) days after notifying the Customer of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

15. CONFLICTS OF INTEREST: This Agreement is subject to, and may be terminated by Customer in accordance with, the provision of A.R.S. §38-511.

The Parties hereby enter into this Subscription Software Addendum as of the Effective Date.

Motorola: Motorola Solutions, Inc.

Customer: City of Apache Junction

By: J J. Trivedi

By: Michael Pooley

Name: Jimmy Trivedi

Name: Michael Pooley

Title: Area Sales Manager

Title: Chief of Police

Date: 8/24/2023

Date: 8/24/2023

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 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 47 U.S.C.A. sec. 163, and to include within that definition, but not be limited to, 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 E911, 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.