

**HARDIN COUNTY FISCAL COURT
RESOLUTION NO. 2024-079**

BE IT RESOLVED, upon recommendation of Hardin County Judge/Executive Keith L. Taul, to purchase from Motorola Solutions, Inc., MA 758 2300000002, for the Hardin County E-911 Department, for technical support and maintenance on their devices in the amount of \$90,999.97.

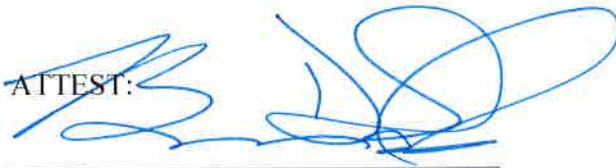
BE IT FURTHER RESOLVED, to pay invoices for these total amounts.

ADOPTED, by the Hardin County Fiscal Court in its Regular Meeting of 23 April 2024.



Keith L. Taul
Hardin County Judge/Executive

ATTEST:



Brian D. Smith
Hardin County Clerk



Commonwealth of Kentucky

MASTER AGREEMENT MODIFICATION

CONTRACT INFORMATION

MASTER AGREEMENT NUMBER: MA 758 2300000002

Effective Date: 03/01/2023

Record Date: 03/13/2023

Expiration Date: 12/31/2026

Procurement Folder: 912849

Document Description: Public Safety Communications Products
(Motorola)

Procurement Type: Special Authority Goods & Svcs

Cited Authority: Intergovernmental Purchases

Version Number: 2

CONTACT INFORMATION

ISSUER:

Daniel Salvato
502-564-5862
daniel.salvato@ky.gov

REASON FOR MODIFICATION

Administrative modification to change the authorized department setup. There are no other changes.

VENDOR INFORMATION

Name /Address:

Contact:

KY0028425: MOTOROLA SOLUTIONS INC
203 LANARK PLACE
LOUISVILLE KY 40243

Robbie Smith
8594130016

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
1	0.00000		\$0.000000	\$0.00			\$0.00

Public Safety Communications Products (Motorola)

Extended Description:

Motorola Solutions, Inc. is offering the following categories/sub-category/solutions. Detail regarding available services, warranty, software options along with products and pricing are available on the NASPO ValuePoint webpage.

<https://www.naspovaluepoint.org/portfolio/public-safety-communications-products-services-and-solutions/motorola-solutions/>

- 1.1 Radio: Single-Band Portable Radio (P25)
- 1.2 Radio: Single-Band Mobile Radio (P25)
- 1.3 Radio: Single-Band Desktop Radio (P25)
- 1.4 Radio: Multi-Band Portable Radio (P25)
- 1.5 Radio: Multi-Band Mobile Radio (P25)
- 1.6 Radio: Multi-Band Desktop Radio (P25)
- 1.7 Radio: Base Station/Repeater (P25)
- 2.1 Radio: Conventional Analog Portable (Non-P25)
- 2.2 Radio: Conventional Analog Mobile (Non-P25)
- 2.3 Radio: Conventional Analog Desktop (Non-P25)
- 2.4 Radio: Conventional Analogy Base Station/Repeater (Non-P25)
- 4 Dispatch Consoles
Radio Solution

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
2	0.00000		\$0.000000	\$0.00			\$0.00

Public Safety Communications Products 27% Discount

Extended Description:

The following models/options accessories configured at 27% discount off Manufacturer's list price.

APX1000 Portable VHF/UHF/7/800
 APX1500 Mobile VHF/UHF/7/800
 APX3000 Portable VHF/UHF/7/800
 APX4000 Portable VHF/UHF/7/800
 APX4500 Mobile VHF/UHF/7/800
 APX6000 Portable VHF/UHF/700-800
 APX6500 Mobile VHF/UHF/7/800
 APX7500 Mobile VHF/UHF/7/800
 APX7500 Console VHF/UHF/7/800
 APX8000 Portable VHF/UHF/7/800
 APX8500 Mobile VHF/UHF/7/800
 APXNext Mobile VHF/UHF/7/800
 APX Single Band Console VHF/UHF/7/800
 APX NEXT Portable UHF/7/800/VHF
 APX Multi Band Console VHF/UHF/7/800
 APX Radio Software Features and Accessories
 Alternative APX Radio Single or Multi-Band Radio

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
3	0.00000		\$0.000000	\$0.00			\$0.00

Public Safety Communications Products 25% Discount

Extended Description:

The following models/options/accessories configured at 25% discount off Manufacturer's list price.

Premier One Records
 Premier One Jail
 Premier One Mobile Data

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
4	0.00000		\$0.000000	\$0.00			\$0.00

Public Safety Communications Products 20% Discount

Extended Description:

The following models/options/accessories configured at 20% discount off Manufacturer's list price.

GCM8000 Digital Comparator
 GCP8000 Radio Site Controller
 GPW8000 GTR Receive Only Radio
 GTR8000 Base Station VHF/UHF/7/800
 Mobile Radio Antennas
 GTR8000 Base Station Software Features and Accessories
 Conventional and Trunked Radio System Network Management, Data, and Interoperability Applications

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
5	0.00000		\$0.000000	\$0.00			\$0.00

Public Safety Communications Products 17% Discount

Extended Description:

The following models/options/accessories configured at 17% discount off Manufacturer's list price.

BPR40 Portable VHF / UHF
 CM200D UHF/VHF Mobile Radio
 CM300D UHF/VHF Mobile Radio
 CP185 Portable VHF/UHF/7/800

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
6	0.00000		\$0.000000	\$0.00			\$0.00

Public Safety Communications Products 15% Discount

Extended Description:

The following models/options accessories configured at 15% discount off Manufacturer's list price.

MCC7500 Console Software Features and Accessories

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
	0.00000		\$0.000000	\$0.00			\$0.00

Public Safety Communications Products 10% Discount

Extended Description:

The following models/options accessories configured at 10% discount off Manufacturer's list price.

Smartconnect functionality specific to APX6000BN, 8000 and NEXT radios for PTT over WiFi/LTE
 Provides LTE coverage, modems & equipment to establish WiFi networks
 APX Radio Management for portable/mobile radios service.
 Command Central Software Suite / Records/Jail Analytics/Aware/Vault.
 3rd Party shelter providers for RF sites.
 3rd Party UPS providers for RF and Dispatch Sites.
 3rd Party Generator providers for RF and Dispatch Sites.
 3rd Party Server & Workstation hardware for console & CAD projects.
 MACH Alert Fire Station Alerting System options/accessories.
 Vesta, Callworks productions, solutions & support.
 3rd Party equipment/services options/accessories/service and maintenance for Infinity & Aviat
 Dropshop NICE & Eventide ASTRO system logging recorders.
 LEX Series Handheld LTE Device for FirstNet & Verizon LTE services models/options accessories.
 Vigilant License Plate Reading Technology mode/options/service/accessories/analytics.
 Watchguard body worn, in car video solutions/models/options/maintenance.
 Motorola Solutions Concealed Weapons Detection powered by EVOLV. Equipment and Licensing.
 Video Security and Access Control. Equipment and Licensing.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
8	0.00000		\$0.000000	\$0.00			\$0.00

Public Safety Communications Products 5% Discount

Extended Description:

The following models/options/accessories configured at 5% discount off Manufacturer's list price.

3rd party Tower equipment/heights/options/services/accessories.

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Total
9	0.00000		\$0.000000	\$0.00			\$0.00

Public Safety Communications Products 1% Discount

Extended Description:

The following models/options/accessories configured at 1% discount off Manufacturer's list price.

APX NEXT Portable application services (Smart Location, Mapping, Programming, Messaging & Smart Connect).
 SUA, Upgrade, Maintenance for RF systems, hardware, consoles and software solutions via MSI contract levels.
 Pre Go Live Services, installation, training, software development sold via MSI contract levels.
 Motorola ASTRO SUA Upgrade Operations for all tiers of SUA & Maintenance Support contract levels.
 Motorola ASTRO SUA Field & Dispatch Services for maintenance contracts.
 Motorola ASTRO Connectivity Services.
 Astro SUS Patching Services.

Motorola RAVE Panic/Mass Notification Solutions
 Cyber Security, monitoring, threat assessment
 Critical Connect Radio/LTE integration, WAVE PTX operation tiers/support & options.



SERVICE AGREEMENT

500 W Monroe St
Chicago, IL 60661
(800) 247-2346

Contract Number: USC000205092
Contract Modifier: R03-MAR-24 11:15:54

Date: 07-MAR-2024

Company Name: Hardin County Fiscal Court
Attn.: Mike Leo
Billing Address 150 N Provident Way Ste 310
City, State, Zip Code Elizabethtown, KY 42701
Customer Contact: Mike Leo
Phone 270-737-0540

P.O.#: N/A
Customer #: 1000276106
Bill to Tag#: 0011
Contract Start Date: 01-JUL-2024
Contract End Date: 30-JUN-2025
Payment Cycle: MONTHLY
Currency: USD

QTY	MODEL/OPTION	SERVICES DESCRIPTION	MONTHLY EXT	EXTENDED AMT
		***** Recurring Services *****		
	LSV01S01290A	ASTRO K CORE WINDOWS CLIENT AND CONSOLE	\$628.68	\$7,544.15
	SVC01SVC1104C	ASTRO TECHNICAL SUPPORT	\$477.67	\$5,731.94
	SVC01SVC1424C	ONSITE RESPONSE-LOCAL DISPATCH-STANDARD	\$3,283.93	\$39,407.21
	SVC02SVC0201A	ASTRO SUA II UO IMPLEMENTATION SERVICES	\$0.00	\$0.00
	SVC02SVC0433A	ASTRO SUA II FIELD IMPLEMENTATN SVC	\$443.39	\$5,320.45
	SVC04SVC0169A	SYSTEM UPGRADE AGREEMENT II	\$2,749.69	\$32,996.22
Sub Total			\$7,583.33	\$90,999.97
Taxes			\$0.00	\$0.00
Grand Total			\$7,583.33	\$90,999.97
SPECIAL INSTRUCTIONS - ATTACH STATEMENT OF WORK FOR PERFORMANCE DESCRIPTIONS			THIS SERVICE AMOUNT IS SUBJECT TO STATE AND LOCAL TAXING JURISDICTIONS WHERE APPLICABLE, TO BE VERIFIED BY MOTOROLA SOLUTIONS	

I have received Applicable Statements of Work which describe the Services and cybersecurity services provided on this Agreement. Motorola's Terms and Conditions, including the Cybersecurity Online Terms Acknowledgement, are attached hereto and incorporate the Cyber Addendum (available at <https://www.motorolasolutions.com/en-us/managed-support-services/cybersecurity.html>) by reference. By signing below Customer acknowledges these terms and conditions govern all Services under this Service Agreement.

[Signature] AUTHORIZED CUSTOMER SIGNATURE Julge Executive TITLE 4/23/24 DATE

KEITH TAUL
CUSTOMER (PRINT NAME)

[Signature] MOTOROLA REPRESENTATIVE (SIGNATURE) CSM TITLE 3/27/24 DATE

JONATHON WARREN
MOTOROLA REPRESENTATIVE (PRINT NAME) 270-206-2079 PHONE

Company Name	Hardin County Fiscal Court
Contract Number	USC000205092
Contract Modifier	R03-MAR-24 11:15:54
Contract Start Date	01-JUL-2024
Contract End Date	30-JUN-2025

Service Terms and Conditions

Motorola Solutions Inc. ("Motorola") and the customer named in this Agreement ("Customer") hereby agree as follows:

Section 1. APPLICABILITY

These Maintenance Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2. DEFINITIONS AND INTERPRETATION

2.1. "Agreement" means these Maintenance Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Maintenance Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.2. "Equipment" means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.3. "Services" means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3. ACCEPTANCE

Customer accepts these Maintenance Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the "Start Date" indicated in this Agreement.

Section 4. SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer's request, Motorola may also provide additional services at Motorola's then-applicable rates for the services.

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

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer's obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola's reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

Section 5. EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards;

excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6. TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7. CUSTOMER CONTACT

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8. INVOICING AND PAYMENT

8.1 Customer affirms that a purchase order or notice to proceed is not required for the duration of this service contract and will appropriate funds each year through the contract end date. Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within twenty (20) days of the invoice date.

8.2 Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity. The Customer will pay all invoices as received from Motorola. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

8.3 For multi-year service agreements, at the end of the first year of the Agreement and each year thereafter, a CPI percentage change calculation shall be performed using the U.S. Department of Labor, Consumer Price Index, all Items, Unadjusted Urban Areas (CPI-U). Should the annual inflation rate increase greater than 3% during the previous year, Motorola shall have the right to increase all future maintenance prices by the CPI increase amount exceeding 3%. All items, not seasonally adjusted shall be used as the measure of CPI for this price adjustment. Measurement will take place once the annual average for the New Year has been posted by the Bureau of Labor Statistics. For purposes of illustration, if in year 5 the CPI reported an increase of 8%, Motorola may increase the Year 6 price by 5% (8%-3% base)

Section 9. WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10. DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of

termination to the defaulting party

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

10.3 If the Customer terminates this Agreement before the end of the Term, for any reason other than Motorola default, then the Customer will pay to Motorola an early termination fee equal to the discount applied to the last three (3) years of Service payments for the original Term

Section 11. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT 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 OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12. EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13. PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14. FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15. COVENANT NOT TO EMPLOY

Revised Sep 3, 2022

During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16. MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

Section 17. GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be interpreted in accordance with the laws of the State in which the Services are performed.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.6. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event.

17.7. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.8. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.9 This Agreement may be executed in one or more counterparts, all of which shall be considered part of the Agreement. The parties may execute this Agreement in writing, or by electronic signature, and any such electronic signature shall have the same legal effect as a handwritten signature for the purposes of validity, enforceability and admissibility. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document

Cybersecurity Online Terms Acknowledgement

This Cybersecurity Online Terms Acknowledgement (this "Acknowledgement") is entered into between Motorola Solutions, Inc. ("Motorola") and the entity set forth in the signature block below ("Customer").

1. Applicability and Self Deletion. This Cybersecurity Online Terms Acknowledgement applies to the extent cybersecurity products and services, including Remote Security Update Service, Security Update Service, and Managed Detection & Response subscription services, are purchased by or otherwise provided to Customer, including through bundled or integrated offerings or otherwise

NOTE: This Acknowledgement is self deleting if not applicable under this Section 1.

2. Online Terms Acknowledgement. The Parties acknowledge and agree that the terms of the *Cyber Subscription Renewals and Integrations Addendum* available at <http://www.motorolasolutions.com/cyber-renewals-integrations> are incorporated in and form part of the Parties' agreement as it relates to any cybersecurity products or services sold or provided to Customer. By signing the signature block below, Customer certifies that it has read and agrees to the provisions set forth and linked on-line in this Acknowledgement. To the extent Customer is unable to access the above referenced online terms for any reason, Customer may request a paper copy from Motorola. The signatory to this Acknowledgement represents and warrants that he or she has the requisite authority to bind Customer to this Acknowledgement and referenced online terms.

3. Entire Agreement. This Acknowledgement supplements any and all applicable and existing agreements and supersedes any contrary terms as it relates to Customer's purchase of cybersecurity products and services. This Acknowledgement and referenced terms constitute the entire agreement of the parties regarding the subject matter hereof and as set out in the referenced terms, and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter.

4. Execution and Amendments. This Acknowledgement may be executed in multiple counterparts, and will have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing or by electronic signature. An electronic signature, facsimile copy, or computer image of a signature, will be treated, and will have the same effect as an original signature, and will have the same effect, as an original signed copy of this document. This Acknowledgement may be amended or modified only by a written instrument signed by authorized representatives of both Parties.