

Participating Addendum Number PA4558
for
PUBLIC SAFETY VIDEO SYSTEMS (2023-2028)
between
The State of Utah
and
MOTOROLA SOLUTIONS, INC.

This Participating Addendum is entered into by The State of Utah ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number OK-MA-145-21-200, executed by Contractor and the State of Oklahoma ("Lead State") for Public Safety Video Systems (2023-2028) ("Master Agreement"):

Motorola Solutions, Inc. ("Contractor")
500 W. Monroe St
Chicago, IL 60661

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Hannah Karr
Hannah.karr@motorolasolutions.com
(925) 848-1676

Participating Entity's contact for this Participating Addendum is:

Angi Kaufusi
Purchasing Agent III
akaufusi@utah.gov
801-957-7128

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or 5/27/24, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.
- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities. This addendum covers Public Safety/ Law Enforcement Video Products, Services, and Solutions led by the NASPO Value Point for use by state agencies and other entities located in the State of Utah authorized by that State's statutes to utilize State contracts with the prior approval of the State's Chief Procurement Official. An amendment to this PA is not required when offerings are adjusted in the Master Agreement, so long as all additions remain within the master agreement's original scope.

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Between The State of Utah and Motorola Solutions, Inc.

- a. **Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VI. **ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VII. **PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.** One (1) percent (1%) and will apply per Section 35 of Attachment A.
- VIII. **FEDERAL FUNDING REQUIREMENTS.** Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein.
- IX. **ATTACHMENTS.** This Participating Addendum includes the following attachments:
 - a. Attachment A: State of Utah Standard Information Technology Terms and Conditions
 - b. Attachment B: Master Agreement
 - c. Attachment C: N/A

NOTICE. Any conflicts between Attachment A and the other Attachments will be resolved in favor of Attachment A.

For Contractor:

Hannah Karr
Hannah.karr@motorolasolutions.com
(925)848-1676

For Participating Entity:

Angi Kaufusi
Purchasing Agent III
akaufusi@utah.gov
801-957-7128

- X. **SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO

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ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR:


Signature

Norberto Colon
Printed Name

TVP, MSSSI
Title

6/7/2024
Date

PARTICIPATING ENTITY:

DocuSigned by:

C38B29DAC026424...
Signature

windy Aphayrath
Printed Name

Chief Procurement Officer
Title

6/12/2024
Date

ATTACHMENT A: STATE OF UTAH STANDARD INFORMATION TECHNOLOGY TERMS AND CONDITIONS STATE OF UTAH COOPERATIVE INFORMATION TECHNOLOGY CONTRACT

This is a State Cooperative Contract for information technology products and services. DTS policies referenced by number in this Attachment are only applicable to the Executive Branch and are available at <https://dts.utah.gov/policies>. All other policies and codes of conduct are available upon request.

1. DEFINITIONS:

- a. "Access to Secure State Facilities, Data, or Technology" means Contractor will (a) enter upon secure premises controlled, held, leased, or occupied by State of Utah or Eligible User; (b) maintain, develop, or have access to any deployed hardware, software, firmware, or any other technology, that is in use by State of Utah or Eligible User; or (c) have access to or receive any State Data or Confidential Information.
- b. "Authorized Persons" means the Contractor's employees, officers, partners, Subcontractors, or agents of Contractor who need Access to Secure State Facilities, Data, or Technology to enable the Contractor to perform its responsibilities under this Contract.
- c. "Background IP" means intellectual property (IP) owned or controlled prior to the effective date of this Contract or that IP developed or acquired from activities independent of the services performed under this Contract, including but not limited to (a) methodologies, processes, technologies, algorithms, software, or development tools used in performing the Services, and (b) processes and reusable reports, designs, charts, plans, specifications, documentation, forms, templates, or output which are supplied or otherwise used by or on behalf of Contractor in the course of performing the Services or creating the Custom Deliverables, other than portions that specifically incorporate proprietary or Confidential Information or Custom Deliverables of Eligible User.
- d. "Contract" means the Contract Signature Page(s), including all referenced attachments and documents incorporated by reference.
- e. "Contract Period" means the term of this Contract, as set forth in the Contract Signature Page(s).
- f. "Contract Signature Page(s)" means the cover page that the Division and Contractor sign.
- g. "Contractor" means the individual or entity identified on the Contract Signature Page(s). "Contractor" includes Contractor's agents, officers, employees, partners, contractors, and Subcontractors at any level.
- h. "Custom Deliverables" means the product that Contractor is required to design, develop, or customize and deliver to the Eligible User as specifically described under this Contract or an associated statement of work for which all interest and title shall be transferred to and owned by the Eligible User. This includes every invention, design, development, customization, improvement, process, software program, work of authorship, documentation, formula, datum, technique, know how, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by Contractor pursuant to this Contract.
- i. "Data Breach" means the unauthorized access or acquisition of State Data that compromises the security, confidentiality, or integrity of State Data.
- j. "Division" means the State of Utah Division of Purchasing.
- k. "DTS" means the Utah Department of Technology Services.
- l. "Eligible User(s)" means the State of Utah's government departments, institutions, agencies, political subdivisions (i.e., colleges, school districts, counties, cities, etc.), and, as applicable, nonprofit organizations, agencies of the federal government, or any other entity authorized by the laws of the State of Utah to participate in State Cooperative Contracts.
- m. "Federal Criminal Background Check" means a fingerprint-based, nationwide background check conducted and processed by the FBI.
- n. "Good" means any deliverable not classified as a Custom Deliverable or Service.
- o. "Intellectual Property Rights" means all rights to patents, utility models, mask works, copyrights, trademarks, trade secrets, and other protection afforded by law to inventions, models, designs, technical information, and applications.
- p. "Non-Public Data" means records or data that are not subject to distribution to the public. Access is restricted because it includes information that is protected by state or federal law. Non-Public Data includes, but is not limited to, a person's name; government-issued identification numbers (e.g., Social Security, driver's license, passport); financial account information; or Protected Health Information.
- q. "Protected Health Information" (PHI) is as defined in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended, and its implementing regulations.
- r. "Response" means the Contractor's bid, proposals, quote, or any other document used by the Contractor to respond to the State Entity's Solicitation.
- s. "Security Incident" means the attempted unauthorized access to State Data that may result in the use, disclosure, or theft of State Data.
- t. "Services" means the furnishing of labor, time, or effort by Contractor, and may include installation, configuration, implementation, technical support, warranty maintenance, and other support services.

- u. "Solicitation" means an invitation for bids, request for proposals, notice of sole source procurement, request for statement of qualifications, request for information, or any document used to obtain bids, proposals, pricing, qualifications, or information for the purpose of entering into this Contract.
- v. "State Data" means all Confidential Information and Non-Public Data that is created, controlled, maintained, owned, or in any way originating with the State of Utah or Eligible User regardless of where such data or output is stored or maintained.
- w. "State of Utah" means the State of Utah, in its entirety, including its institutions, agencies, departments, divisions, authorities and instrumentalities, boards, commissions, elected or appointed officers, employees, agents, and authorized volunteers.
- x. "Subcontractors" includes contractors, manufacturers, distributors, suppliers, or consultants, at any tier, that are under the direct or indirect control or responsibility of Contractor, including a person or entity that is, or will be, providing goods or performing services pursuant to this Contract.

2. ESSENTIAL PROVISIONS:

- a. **CONTRACT JURISDICTION, CHOICE OF LAW, AND VENUE:** This Contract shall be governed solely by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.
- b. **LAWS:** Contractor and all Goods and Services delivered under this Contract will comply with all applicable federal and state of Utah laws, including applicable licensure and certification requirements.
- c. **SOVEREIGN IMMUNITY:** The Division and the State of Utah do not waive any protection, right, defense or immunity under the Governmental Immunity Act of Utah, Utah Code §§ 63G-7-101 to 904, as amended, the Eleventh Amendment to the Constitution of the United States, or otherwise, from any claim or from the jurisdiction of any court.
- d. **PUBLIC INFORMATION:** This Contract and any purchase orders, invoices, pricing lists, and the Response are public records available for disclosure in accordance with the State of Utah's Government Records Access and Management Act (GRAMA, Utah Code 63G-2-101 et seq.), except to the extent classified as protected in accordance with UCA 63G-2-309. GRAMA takes precedence over any statements of confidentiality or similar notations. Neither the Division, the Eligible User nor the State of Utah will inform Contractor of any request for a copy of this Contract, including any purchase orders, invoices, pricing lists, or the Response.
- e. **CREDITING THE DIVISION IN PUBLICITY:** Any publicity given to this Contract shall identify the Division as the managing agency and shall not be released without prior written approval from the Division.
- f. **SALES TAX EXEMPTION:** Goods, Custom Deliverables, and Services purchased by some Eligible Users are being paid from that Eligible User's funds and used in the exercise of that Eligible User's essential functions as a State of Utah governmental entity. Any such Eligible Users will provide Contractor with a copy of its sales tax exemption number upon request.
- g. **SEVERABILITY:** A declaration or order by any court that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.
- h. **AMENDMENTS:** This Contract may only be amended by the mutual written agreement of the parties, provided that the amendment is within the Scope of Work of this Contract, is within the scope/purpose of the Solicitation, and is attached and made part of this Contract. Automatic renewals are prohibited and are deemed void even if listed elsewhere in this Contract.
- i. **DEBARMENT:** Contractor certifies that it is not presently nor has ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any government department or agency, whether international, national, state, or local. Contractor must notify the Division within thirty (30) days if debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any contract by any governmental entity.
- j. **NONAPPROPRIATION OF FUNDS, REDUCTION OF FUNDS, OR CHANGES IN LAW:** This Contract may be terminated in whole or in part at the sole discretion of the Division or Eligible User upon thirty days written notice, if the Division or Eligible User determines that (a) a change in Federal or State legislation or applicable laws materially affects the ability of either party to perform under the terms of this Contract; or (b) that a change in available funds affects the Division or Eligible User's ability to pay under this Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding, whether as a result of a legislative act or an order of the President, the Governor, or Executive Director.

The Division or Eligible User, as applicable, will reimburse Contractor for the Goods or Services properly ordered and delivered until the effective date of said notice. The Division and Eligible User are not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of the notice.

- k. **ENTIRE AGREEMENT:** This Contract is the entire agreement between the parties, and supersedes any prior and contemporaneous agreements and understandings between the parties, whether oral or written.
- l. **WAIVER:** The waiver by either party of any provision, term, covenant, or condition of this Contract shall not be deemed to be a waiver of any other provision, term, covenant, or condition of this Contract nor any subsequent breach of the same or any other provision, term, covenant, or condition of this Contract. The Eligible User's approval, acceptance, or payment for any Goods or Services required under this Contract shall not be construed to operate as a waiver by the Eligible User of any right under this Contract or of any cause of action arising out of the performance or nonperformance of this Contract.
- m. **CHANGES IN SCOPE:** Any changes in the scope of work to be performed under this Contract shall be in the form of a written amendment to this Contract, mutually agreed to and signed by both parties, specifying any such changes, fee adjustments, any adjustment in time of performance, or any other significant factors arising from the changes in the scope of work.
- n. **TRAVEL COSTS:** Unless otherwise agreed to in the contract, all travel costs associated with the delivery of Services will be paid in accordance with the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be

returned to the Contractor for correction.

3. **RECORDS ADMINISTRATION:** Contractor shall maintain or supervise the maintenance of all records necessary to properly account for Contractor's performance and the payments made by an Eligible User to Contractor. These records shall be retained by Contractor for at least six (6) years after final payment (per Utah Administrative Code R33-12-605 and Utah Code 78B-2-309), or until all audits initiated within the six (6) years have been completed, whichever is later. Contractor shall allow, at no additional cost, State of Utah auditors, federal auditors, Eligible Users or any firm identified by the Division, access to all such records. Contractor must refund to the Division any overcharges brought to Contractor's attention by the Division or the Division's auditor and Contractor is not permitted to offset identified overcharges by alleged undercharges to Eligible Users.
4. **CERTIFY REGISTRATION AND USE OF EMPLOYMENT "STATUS VERIFICATION SYSTEM":** This Status Verification System, also referred to as "E-verify", requirement only applies to contracts issued through a Request for Proposal process and to sole sources that are included within a Request for Proposal.
 - 1) Contractor certifies as to its own entity, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State of Utah in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended.
 - 2) Contractor shall require that the following provision be placed in each subcontract at every tier: "The subcontractor shall certify to the main (prime or general) Contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee of the respective subcontractor, all in accordance with applicable immigration laws including Section 63G-12-302, Utah Code, as amended, and to comply with all applicable employee status verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work."
 - 3) Contractor's failure to comply with this section will be considered a material breach of this Contract.
 - 4) Contractor shall protect, indemnify, and hold harmless the Division, the Eligible Users, and the State of Utah, and anyone that the State of Utah may be liable for, against any claim, damages, or liability arising out of or resulting from violations of the above Status Verification System Section whether violated by employees, agents, or contractors of the following: (a) Contractor; (b) Subcontractor at any tier; and/or (c) any entity or person for whom the Contractor or Subcontractor may be liable.
5. **CONFLICT OF INTEREST:** Contractor represents that none of its officers or employees are officers or employees of the State of Utah, unless written disclosure has been made to the Division.
6. **INDEPENDENT CONTRACTOR:** Contractor is an independent contractor, and not an employee or agent of the Division, the Eligible Users, or the State of Utah, and therefore is not entitled to any of the benefits associated with such employment. Contractor has no authorization, express or implied, to bind the Division, the Eligible Users, or the State of Utah to any agreements, settlements, liabilities, or understandings, and shall not perform any acts as an agent for the Division, the Eligible users, or the State of Utah. Contractor is responsible for all applicable federal, state, and local taxes and FICA contributions.
7. **CRIMINAL BACKGROUND SCREENING:** Depending on the Eligible User's policy, each employee of Contractor and Subcontractor may be required to successfully complete a Federal Criminal Background Check, prior to being granted Access to Secure State Facilities, State Data, or Technology. Contractor or the applicable employee shall provide Eligible Users with sufficient personal information (at Contractor's expense) so that a Federal Criminal Background Check may be completed by the Eligible User, at Eligible User's expense. The Eligible User will provide Contractor with forms which must be filled out by Contractor and returned to the Eligible User. Each employee of Contractor or a Subcontractor who will have Access to Secure State Facilities, State Data, or Technology must be fingerprinted by the Eligible User or local law enforcement a minimum of one week prior to needing access. At the time of fingerprinting, said employee shall disclose all felony or misdemeanor convictions. Eligible Users may conduct a Federal Criminal Background Check based upon the fingerprints and personal information provided and use this same information to complete a Name Check in the Utah Criminal Justice Information System (UCJIS) at least every two years. Eligible Users may revoke Access to Secure State Facilities, Data, and Technology granted in the event of any negative results. Contractor and the employee or subcontractor shall immediately notify Eligible Users if an arrest or conviction for a felony or misdemeanor of any person that has Access to Secure State Facilities, State Data or Technology occurs during the Contract Period. Eligible Users will determine in its discretion if such person's Access to Secure State Facilities, State Data, or Technology shall remain in effect. Felony and misdemeanor are defined by the laws of the State of Utah, regardless of where the conviction occurred. (DTS Policy 2000-0014 Background Investigations)
8. **DRUG-FREE WORKPLACE:** Contractor shall abide by the Eligible User's drug-free workplace policies while on the Eligible User's or the State of Utah's premises.
9. **CODE OF CONDUCT:** If Contractor is working at facilities controlled or owned by the State of Utah, Contractor shall follow and enforce the agency applicable code of conduct. Contractor will ensure that each employee receives a copy of the policies and applicable codes of conduct. (DTS Policy 2000-0001 Code of Conduct, DTS Policy 1000-0003 Acceptable Use of Information Technology Resources)
10. **INDEMNITY AND LIABILITY**
 - a. **Indemnity Clause:** Contractor shall fully indemnify, defend, and save harmless the Division, Eligible Users, and the State of Utah from all claims, losses, suits, actions, damages, and costs of every name and description arising out of Contractor's performance of this Contract caused by any intentional act, omission or negligence of Contractor, its agents, employees, officers, partners, and Subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss, or damage due to the fault of the Division, the Eligible User, or the State of Utah. Any limitations of the Contractor's liability will not apply to injuries to persons, including death, or to damages to property.

- b. **Governmental Immunity Act:** In accordance with the Constitution of the State of Utah and the Governmental Immunity Act of Utah ("the Act", Utah Code §§63G-7-101 to 904, as amended), the Division and the State of Utah have no liability for the operations, acts, or omissions of the Contractor or any third party. Any indemnity obligations of the Division, Eligible Users, or the State of Utah are subject to the Constitution of the State of Utah and the Act and limited to claims that arise from and to the extent caused by the negligent acts or omissions of the Division or the Eligible Users in the performance of the Division's or the Eligible User's obligations under this Contract.
- c. **Intellectual Property Indemnification:** Contractor warrants and represents it has full ownership and clear title free of all liens and encumbrances to any Good delivered under this contract. Contractor also warrants that any Good, Custom Deliverable, or Service furnished by Contractor under this Contract, including its use by the Eligible Users in unaltered form, will not infringe any copyrights, patents, trade secrets, or other proprietary rights.

Contractor will release, indemnify, and hold the Division, the Eligible Users, and the State of Utah harmless from liability or damages of any kind or nature, including Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article, or appliance furnished or used in Contractor's performance of this Contract. Additionally, if such a claim or liability is based upon an allegation that a Good, Custom Deliverable, or Service furnished by Contractor infringes on any right protected by any patent, copyright, trademark, trade secret, and/or proprietary right, Contractor shall indemnify and hold harmless the Division, the Eligible Users, and the State of Utah for any judgments, settlements, costs, and reasonable attorneys' fees resulting from such a claim or liability. Contractor shall defend all actions brought upon such matters to be indemnified hereunder and pay all costs and expenses incidental thereto; however, the Eligible Users shall have the right, at its option, to participate in the defense of any such action at its own expense without relieving Contractor of any obligation hereunder. If there are any limitations of liability in this Contract, such limitations will not apply to this section.

- 11. **HARDWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS ALL HARDWARE PORTIONS OF ANY GOOD OR CUSTOM DELIVERABLE THAT IT DIRECTLY OR INDIRECTLY PROVIDES FOR A PERIOD OF **ONE YEAR**. ALL WARRANTIES GRANTED TO THE DIVISION AND ELIGIBLE USERS BY THE UNIFORM COMMERCIAL CODE OF THE STATE OF UTAH APPLY TO THIS CONTRACT. PRODUCT LIABILITY DISCLAIMERS AND/OR WARRANTY DISCLAIMERS FROM CONTRACTOR OR ITS SUPPLIERS ARE REJECTED. CONTRACTOR WARRANTS THAT THE HARDWARE: (A) WILL PERFORM AS SPECIFIED IN THE RESPONSE; (B) WILL LIVE UP TO ALL SPECIFIC CLAIMS LISTED IN THE RESPONSE; (C) WILL BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH THE HARDWARE IS USED; (D) WILL BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE DIVISION HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE DIVISION ABOUT THE HARDWARE IN THE RESPONSE; (E) THE HARDWARE HAS BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (F) IS FREE OF SIGNIFICANT DEFECTS.
- 12. **SOFTWARE WARRANTY: THE STATE OF UTAH DOES NOT ACCEPT ANY PROCUREMENT ITEM "AS-IS".** CONTRACTOR WARRANTS FOR A PERIOD OF **NINETY DAYS** FROM THE DATE OF ACCEPTANCE THAT THE SOFTWARE PORTIONS OF THE GOODS AND CUSTOM DELIVERABLES THAT CONTRACTOR DIRECTLY OR INDIRECTLY PROVIDES WILL: (A) PERFORM IN ACCORDANCE WITH THE SPECIFIC CLAIMS PROVIDED IN THE RESPONSE; (B) BE SUITABLE FOR THE ORDINARY PURPOSES FOR WHICH SUCH GOODS AND CUSTOM DELIVERABLES ARE USED; (C) BE SUITABLE FOR ANY SPECIAL PURPOSES THAT THE ELIGIBLE USER HAS RELIED ON CONTRACTOR'S SKILL OR JUDGMENT TO CONSIDER WHEN IT ADVISED THE STATE ABOUT THE GOODS OR CUSTOM DELIVERABLES; (D) HAVE BEEN PROPERLY DESIGNED AND MANUFACTURED; AND (E) BE FREE OF SIGNIFICANT DEFECTS. CONTRACTOR SHALL PROVIDE THE ELIGIBLE USER WITH BUG FIXES, INCLUDING INFORMING THE ELIGIBLE USERS OF ANY KNOWN SOFTWARE BUGS OR SOFTWARE DEFECTS THAT MAY AFFECT THE STATE'S USE OF THE SOFTWARE.
- 13. **WARRANTY REMEDIES:** Upon breach of warranty, Contractor will repair or replace (at no charge to the Eligible User) the nonconforming Goods or Custom Deliverables. If the repaired and/or replaced products are inadequate, Contractor will refund the full amount of any payments that have been made for the failed products. These remedies are in addition to any other remedies provided by law or equity.
- 14. **UPDATES AND UPGRADES:** Contractor grants to the Eligible User a non-exclusive, non-transferable license to use upgrades and updates provided by Contractor during the Contract Period. Upgrades and updates are subject to the terms of this Contract. The Eligible User reserves the right to accept updates and upgrades at its discretion and to determine if such updates comply with the requirements in the Contract scope of work.
- 15. **BUG FIXING AND REMOTE DIAGNOSTICS:** Contractor shall use commercially reasonable efforts to provide work-around solutions or patches to reported software problems. With the Eligible User's prior written authorization, Contractor may perform remote diagnostics to work on reported problems. If the Eligible User declines remote diagnostics, Contractor and the Eligible User may agree to on-site technical support, subject to the terms of the Contract.
- 16. **TECHNICAL SUPPORT AND MAINTENANCE:** If technical support and maintenance is required by the Contract, Contractor will use commercially reasonable efforts to respond to the Eligible User in a reasonable time, and in all events, in accordance with the specific timeframes detailed in the Contract, when the Eligible User makes technical support or maintenance requests.
- 17. **PHYSICAL DELIVERY:** All non-electronic deliveries will be F.O.B. destination with all transportation and handling charges paid by Contractor. Contractor is responsible for including any freight charges due by the Eligible User to Contractor when providing quotes to the Eligible User. Invoices listing freight charges that were not identified in the quote will be returned to the Contractor to remove such costs. Responsibility and liability for loss or damage will remain with Contractor until final inspection and acceptance, when responsibility will pass to the Eligible User except as to latent defects, fraud, and Contractor's warranty obligations.
- 18. **ELECTRONIC DELIVERY:** Contractor may electronically deliver any Good or Custom Deliverable to the Eligible User or provide any Good and Custom Deliverable for download from the Internet, if pre-approved in writing by the Eligible User. Contractor shall ensure the confidentiality of electronic deliveries in transit. Contractor warrants that all electronic deliveries will be free of known malware, bugs, Trojan horses, etc.

- 19. ACCEPTANCE PERIOD:** A Good, Custom Deliverable, or Service furnished under this Contract shall function in accordance with the specifications identified in this Contract and Solicitation. If the Goods and Custom Deliverables delivered do not conform to the specifications identified in this Contract and Solicitation ("Defects"), the Eligible User shall within thirty (30) calendar days of the delivery date ("Acceptance Period") notify Contractor in writing of the Defects. Upon receiving notice, Contractor shall use reasonable efforts to correct the Defects within fourteen (14) calendar days ("Cure Period"). The Eligible User's acceptance of a Good, Custom Deliverable, or Services occurs at the end of the Acceptance Period or Cure Period, whichever is later.

If after the Cure Period, a Good, Custom Deliverable, or Service still has Defects, then the Eligible User may, at its option: (a) declare Contractor to be in breach and terminate this Contract; (b) demand replacement conforming Goods, Custom Deliverables, or Services from Contractor at no additional cost to the Eligible User; or (c) continue the Cure Period for an additional time period agreed upon by the Eligible User and Contractor in writing. Contractor shall pay all costs related to the preparation and shipping of the replacement products. No products shall be deemed accepted and no invoices shall be paid until acceptance. The warranty period will begin upon the end of the Acceptance Period.

- 20. SECURE PROTECTION AND HANDLING OF STATE DATA:** If Contractor is given access to State Data, the protection of State Data shall be an integral part of the business activities of Contractor, and Contractor shall ensure that there is no inappropriate or unauthorized use of State Data. Contractor shall safeguard the confidentiality, integrity, and availability of the State Data and comply with the conditions outlined below. The Eligible User reserves the right to verify Contractor's adherence to the following conditions to ensure they are met:

- a. **Network Security:** Contractor shall maintain network security that, at a minimum, includes: network firewall provisioning, intrusion detection, and regular third-party penetration testing. Contractor shall maintain network security and ensure that Contractor network security policies conform to one of the following:
 - 1) Those standards the State of Utah applies to its own network, found outlined in *DTS Policy 5000-0002 Enterprise Information Security Policy*;
 - 2) Current standards set forth and maintained by the National Institute of Standards and Technology, includes those at: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>; or
 - 3) Any generally recognized comparable standard that Contractor then applies to its own network and pre-approved by the Eligible User in writing.
- b. **State Data Security:** Contractor shall protect and maintain the security of State Data with protection that is at least as good as or better than that maintained by the State of Utah which will be provided by an Eligible User upon Contractor's request (*DTS Policy 5000-0002*). These security measures included but are not limited to maintaining secure environments that are patched and up to date with all appropriate security updates as designated (ex. Microsoft Notification). The Eligible User reserves the right to determine if Contractor's level of protection meets the Eligible User's security requirements.
- c. **State Data Transmission:** Contractor shall ensure all transmission or exchange of system application data with the Eligible User and State of Utah and/or any other parties expressly designated by the State of Utah, shall take place via secure means (ex. HTTPS or FTPS).
- d. **State Data Storage:** All State Data will be stored and maintained in data centers in the United States. No State Data will be processed on or transferred to any portable or laptop computing device or portable storage medium, except for devices that are used and kept only at Contractor's United States data centers, unless such medium is part of the Contractor's designated backup and recovery process.
- e. **Access:** Contractor shall permit its employees and Subcontractors to remotely access non-State Data only as required to provide technical support.
- f. **State Data Encryption:** Contractor shall store all data provided to Contractor, including State, as well as any backups made of that data, in encrypted form using no less than 128 bit key and include all data as part of a designated backup and recovery process.
- g. **Password Protection:** Any portable or laptop computer that has access to the Eligible User's or State of Utah networks, or stores any Eligible User data shall be equipped with strong and secure password protection.
- h. **Confidential Information Certification:** Contractor shall sign a Confidential Information Certification form prior to being given access to confidential computerized records.
- i. **State Data Re-Use:** All data exchanged shall be used expressly and solely for the purpose enumerated in this Contract. No State Data of any kind may be transmitted, exchanged, or provided to other contractors or third parties except on a case-by-case basis as specifically agreed to in writing by the Eligible User.
- j. **State Data Destruction:** Upon expiration or termination of this Contract, Contractor shall erase, destroy, and render unreadable all State Data from all non-state computer systems and backups, and certify in writing that these actions have been completed within thirty (30) days of the expiration or termination of this Contract or within seven (7) days of the request of the Eligible User, whichever shall come first, unless the Eligible User provides Contractor with a written directive. The Eligible User's written directive may require that certain data be preserved in accordance with applicable law.
- k. **Services Shall Be Performed Within United States:** ALL OF THE SERVICES RELATED TO STATE DATA SHALL BE PERFORMED WITHIN THE BORDERS AND JURISDICTION OF THE UNITED STATES.
- l. **User Support:** Contractor may provide technical user support on a 24/7 basis using a Follow the Sun model, unless otherwise prohibited by this contract.

- 21. SECURITY INCIDENT OR DATA BREACH NOTIFICATION:** Contractor shall immediately inform the Eligible User of any Security Incident or Data Breach. It is within the Eligible User's discretion to determine whether any attempted unauthorized access is a Security Incident or a Data Breach.

- a. **Incident Response:** Contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement and seeking external expertise as mutually agreed upon, defined by law or contained in this Contract. Discussing Security Incidents with the Eligible User should be handled on an urgent as-needed basis, as part of Contractor's communication and mitigation processes, defined by law or contained in this Contract.
- b. **Security Incident Reporting Requirements:** Contractor shall promptly report a Security Incident to the Eligible User.
- c. **Breach Reporting Requirements:** As required by Utah Code 13-44-202 or any other law, Contractor shall immediately notify the Eligible User of a Data Breach that affects the security of State Data.

22. DATA BREACH RESPONSIBILITIES: Contractor shall comply with all applicable laws that require the notification of individuals in the event of a Data Breach or other events requiring notification (*DTS Policy 5000-0002 Enterprise Information Security Policy*). In the event of a Data Breach or other event requiring notification under applicable law (Utah Code § 13-44-101 thru 301 et al), Contractor shall: (a) cooperate with the Eligible User by sharing information relevant to the Data Breach; (b) promptly implement necessary remedial measures, if necessary; and (c) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in relation to the Data Breach. If the Data Breach requires public notification, all communication shall be coordinated with the Eligible User. Contractor is responsible for all notification and remedial costs and damages.

23. STATE INFORMATION TECHNOLOGY POLICIES: If Contractor is providing an Executive Branch Agency of the State of Utah with Goods or Custom Deliverables, Contractor shall comply with policies and procedures that meet or exceed those DTS follows for internally developed goods and deliverables to minimize security risk, ensure applicable Utah and Federal laws are followed, address issues with accessibility and mobile device access, and prevent outages and data breaches within the State of Utah's environment. Contractor shall comply with the following DTS Policies:

- a. **DTS Policy 4000-0001, Enterprise Application and Database Deployment Policy:** A Contractor developing software for the State to develop and establish proper controls that will ensure a clear separation of duties between developing and deploying applications and databases to minimize security risk; to meet due diligence requirements pursuant to applicable Utah and federal regulations; to enforce contractual obligations; and to protect the State's electronic information and information technology assets.
- b. **DTS policy 4000-0002, Enterprise Password Standards Policy:** A Contractor developing software for the State must ensure it complies with the password requirements of the Enterprise Password Standards Policy.
- c. **DTS Policy 4000-0003, Software Development Life Cycle Policy:** A Contractor developing software for the State shall work with DTS in implementing a Software Development Lifecycle (SDLC) that addresses key issues of security, accessibility, mobile device access, and standards compliance.
- d. **DTS Policy 4000-0004, Change Management Policy:** Goods or Custom Deliverables furnished or Services performed by Contractor which have the potential to cause any form of outage or to modify DTS's or the State of Utah's infrastructure must be reviewed by the DTS Change Management Committee. Any outages or Data Breaches which are a result of Contractor's failure to comply with DTS instructions and policies will result in Contractor's liability for all damages resulting from or associated with the outage or Data Breach.

24. CONFIDENTIALITY: This section does not apply to records where disclosure is regulated under Federal or State laws.

GRAMA applies only to records, therefore if information (other than Non-Public Data, Public Health Information, or State Data) is disclosed orally by either party which either party wishes to remain confidential, then each party shall adhere to the following:

Each party will: (a) limit disclosure of any such information to Authorized Persons who have a need to know such information in connection with the current or contemplated business relationship between the parties to which this Contract relates, and only for that purpose; (b) advise its Authorized Persons of the proprietary nature of the information and of the obligations set forth in this Contract and require such Authorized Persons to keep the information confidential; (c) shall keep all information strictly confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any such information received by it to any third parties, except as otherwise agreed to in writing by the disclosing party. Each party will notify the other of any misuse or misappropriation of such information that comes to said party's attention.

This duty of confidentiality shall be ongoing and survive the Contract Period.

25. Reserved

26. OWNERSHIP IN INTELLECTUAL PROPERTY: The Parties recognize that each has no right, title, or interest, proprietary or otherwise, in or to the name, logo, or intellectual property owned or licensed by the other. The Parties shall not, without the prior written consent of the other or as authorized in this Contract, use the name, logo, or intellectual property owned or licensed by the other.

27. OWNERSHIP IN CUSTOM DELIVERABLES: Contractor warrants, represents and conveys full ownership, clear title free of all liens and encumbrances to any Custom Deliverable. Contractor conveys the ownership in Custom Deliverables as defined in this Attachment A to the Eligible User. All intellectual property rights, title and interest in the Custom Deliverables shall transfer to the Eligible User, subject to the following:

- a. Contractor has received payment for the Custom Deliverables,
- b. Each party will retain all rights to Background IP, even if embedded in the Custom Deliverables.
- c. Custom Deliverables, excluding Contractor's Background IP may not be marketed or distributed without written approval by the Eligible User.

Contractor shall grant to the Eligible User a perpetual, irrevocable, royalty-free license to use Contractor's Background IP as defined above, solely for the Eligible User to use the Custom Deliverables.

- 28. LICENSE FOR GOODS:** For the Goods delivered that include Contractor's scripts and code and are not considered Custom Deliverables, Contractor grants the Eligible User a non-exclusive, non-transferable, irrevocable, perpetual right to use, copy, and, without the right to sublicense, for the Eligible User's internal business operation under this Contract
- 29. OWNERSHIP, PROTECTION, AND USE OF RECORDS:** The Eligible User shall own exclusive title to all information and data gathered, reports developed, and conclusions reached by the Eligible User in performance of this Contract. Contractor may not use, except in meeting its obligations under this Contract, information gathered, reports developed, or conclusions reached by the Eligible User in performance of this Contract without the express written consent of the Eligible User.
- 30. OWNERSHIP, PROTECTION, AND USE OF DATA:** The Eligible User shall own and retain unlimited rights to use, disclose, or duplicate all information and data (copyrighted or otherwise) developed, derived, documented, stored, or furnished by Contractor under this Contract. Contractor, and any Subcontractors under its control, expressly agrees not to use Non-Public Data without prior written permission from the Eligible User.
- 31. OWNERSHIP, PROTECTION, AND USE OF CONFIDENTIAL FEDERAL, UTAH, OR LOCAL GOVERNMENT INTERNAL BUSINESS PROCESSES AND PROCEDURES:** In the event that the Eligible User provides Contractor with confidential federal or state business processes, policies, procedures, or practices, pursuant to this Contract, Contractor shall hold such information in confidence, in accordance with applicable laws and industry standards of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer, or otherwise dispose of, give, or disclose such information to third parties or use such information for any purpose whatsoever other than the performance of this Contract. The improper use or disclosure by any party of protected internal federal or state business processes, policies, procedures, or practices is prohibited. Confidential federal or state business processes, policies, procedures, or practices shall not be divulged by Contractor or its Subcontractors, except for the performance of this Contract, unless prior written consent has been obtained in advance from the Eligible User.
- 32. OWNERSHIP, PROTECTION, AND RETURN OF DOCUMENTS AND DATA UPON CONTRACT TERMINATION OR COMPLETION:** All documents and data pertaining to work required by this Contract will be the property of the Eligible User, and must be delivered to the Eligible User within thirty (30) working days after termination or expiration of this Contract, and without restriction or limitation to their future use. Any State Data returned under this section must either be in the format as originally provided, in a format that is readily usable by the Eligible User, or formatted in a way that it can be used. The costs for returning documents and data to the Eligible User are included in this Contract.
- 33. ORDERING AND INVOICING:** For State of Utah Executive Branch Agencies, a purchase order must be sent to the Contractor by DTS prior to any work being initiated, product shipped, or invoices cut under this contract. All orders will be shipped promptly in accordance with the delivery schedule. Contractor will promptly submit invoices (within 30 days after shipment or delivery of goods or services, with the exclusion of end of fiscal year invoicing for Executive Branch Agencies) to the appropriate Eligible User. The contract number shall be listed on all invoices, freight tickets, and correspondence relating to an order under this Contract. The prices paid by the Eligible User shall not exceed prices listed in this Contract. The Eligible User shall adjust or return any invoice reflecting incorrect pricing. For Executive Branch Agencies, Contractor must send all invoices no later than July 10, or the last working day prior, to the State for all work completed or items received during the State's fiscal year of July 1-June 30.
- 34. PAYMENT AND NOTICE:**
 - a. Payments will be made within thirty (30) days from the date a correct invoice is received. For Executive Branch Agencies, a correct invoice will contain the contract and purchase order numbers as indicated in Section 33. After sixty (60) days from the date a correct invoice is received by the appropriate State official, the Contractor may assess interest on overdue, undisputed account charges up to the interest rate paid by the IRS on refund claims, plus two percent, computed in accordance with Section 15-6-3, Utah Prompt Payment Act of Utah Code, as amended.
 - b. The contract costs may be changed only by written amendment. All payments to Contractor will be remitted by mail, by electronic funds transfer, or by the Eligible User's purchasing card (major credit card). The Division will not pay electronic payment fees of any kind.
 - c. Any written protest of the final contract payment must be filed with the Eligible User within ten (10) working days of receipt of final payment. If no protest is received, the Eligible User, the Division, and the State of Utah are released from all claims and all liability to Contractor for fees and costs pursuant to this Contract.
 - d. Overpayment: If during or subsequent to the Contract an audit determines that payments were incorrectly reported or paid by the Eligible User to Contractor, then Contractor shall, upon written request, immediately refund to the Eligible User any such overpayments.
- 35. CONTRACTOR'S INSURANCE RESPONSIBILITY:** The Contractor shall maintain the following insurance coverage:
 - a. Workers' compensation insurance during the term of this Contract for all its employees and any Subcontractor employees related to this Contract. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the work is performed at the statutory limits required by said jurisdiction.
 - b. Commercial general liability [CGL] insurance from an insurance company authorized to do business in the State of Utah. The limits of the CGL insurance policy will be no less than one million dollars (\$1,000,000.00) per person per occurrence and three million dollars (\$3,000,000.00) aggregate.
 - c. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State of Utah. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be \$1 million per occurrence, combined single limit. The CAL insurance policy is required if Contractor will use a vehicle in the performance of this Contract.

- d. Other insurance policies specified in the Solicitation.

Certificate of Insurance, showing up-to-date coverage, shall be on file with the State before the Contract may commence. Failure to provide proof of insurance as required will be deemed a material breach of this Contract.

Contractor's failure to maintain this insurance requirement for the Contract Period will be grounds for immediate termination.

36. ADDITIONAL INSURANCE REQUIREMENTS:

- a. Professional liability insurance in the amount as described in the Solicitation for this Contract, if applicable.
- b. Any other insurance policies described or referenced in the Solicitation for this Contract.
- c. Any type of insurance or any increase of limits of liability not described in this Contract which the Contractor requires for its own protection or on account of any federal, Utah, or local statute, rule, or regulation shall be its own responsibility, and shall be provided at Contractor's own expense.
- d. The carrying of insurance required by this Contract shall not be interpreted as relieving the Contractor of any other responsibility or liability under this Contract or any applicable law, statute, rule, regulation, or order. Contractor must provide proof of the above listed policies within thirty (30) days of being awarded this Contract.

37. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Contract, in whole or in part, without the prior written approval of the Division.

38. TERMINATION: This Contract may be terminated for cause by either party upon written notice being given by the other party. The party in violation will be given ten (10) calendar days, or as otherwise agreed upon in writing, after notification to correct and cease the violations, after which this Contract may be terminated for cause immediately and subject to the remedies below. This Contract may also be terminated without cause (for convenience) by the Division, upon thirty (30) calendar days written termination notice being given to the Contractor. The Division and the Contractor may agree to terminate this Contract, in whole or in part, at any time by mutual written agreement.

Contractor shall be compensated for the Services properly performed and goods properly provided pursuant to this Contract up to the effective date of termination as stated in the notice. Contractor agrees that in the event of termination for cause or without cause, Contractor's sole remedy and monetary recovery from the Division, the Eligible User, or the State of Utah is limited to payment for all work properly performed as authorized under this Contract up to the date of termination, and any reasonable pro-rated monies that may be owed as a result of Contractor having to terminate other contracts necessarily and appropriately entered into by Contractor pursuant to this Contract, after receipt and verification of documented evidence of those terminated contracts.

39. TERMINATION UPON DEFAULT: In the event this Contract is terminated for default by Contractor, the Division may procure Goods, Custom Deliverables, or Services similar to those terminated, and Contractor shall be liable to the Division for any and all cover costs and damages.

40. SUSPENSION OF WORK: The Division may suspend Contractor's responsibilities under this Contract without terminating this Contract by issuing a written notice. Contractor's responsibilities may then be reinstated upon written notice from the Division.

41. DEFAULT AND REMEDIES: Any of the following events will constitute cause for the Division to declare Contractor in default of this Contract for nonperformance of contractual requirements or a material breach of any term or condition of this Contract. The Division will issue a written notice of default and may provide a fourteen (14) day period in which Contractor will have an opportunity to cure. Time allowed for cure will not diminish or eliminate Contractor's liability for damages. If the default remains, after Contractor has been provided the opportunity to cure, the Division may exercise any remedy provided by law; terminate this Contract and any related contracts or portions thereof; (c) impose liquidated damages, if liquidated damages are listed in the contract; (d) suspend or debar Contractor from receiving future solicitations; or (e) demand a full refund of the Goods, Custom Deliverables, or Services furnished by Contractor that are defective or Services that were inadequately performed.

42. FORCE MAJEURE: Neither party to this Contract will be held responsible for delay or default caused by fire, riot, acts of God, or war which is beyond that party's reasonable control. The Division may immediately terminate this Contract after determining such delay will reasonably prevent successful performance of this Contract.

43. CONFLICT OF TERMS: Contractor terms and conditions must be attached to this Contract. No other terms and conditions will apply to this Contract, including terms listed or referenced on a Contractor's website, quotation/sales order, purchase orders, or invoice. In the event of any conflict in the contract terms and conditions, the order of precedence is: (a) This Attachment A; (b) the Division's Contract Signature Page(s); (c) State of Utah's Additional Terms and Conditions, if any; and (d) Contractor Terms and Conditions, if any. Attachment A will be given precedence over any provisions including, limitation of liability, indemnification, standard of care, insurance, or warranty, and will not be nullified by or exception created by more specific terms elsewhere in this Contract.

44. SURVIVORSHIP: The contractual provisions that will remain in effect after expiration or termination of this Contract are: (a) Contract Jurisdiction, Choice of Law, and Venue; (b) Secure Protection and Handling of State Data; (c) Data Breach Responsibilities; (d) Ownership in Custom Deliverables; (e) Ownership, Protection, and Use of Records, including Residuals of such records; and (f) Ownership, Protection, and Use of Confidential Federal, Utah, or Local Government Internal Business Processes, including residuals of such confidential business processes; (g) Ownership, Protection, and Return of Documents and Data Upon Contract Termination or Completion; (h) Confidentiality; (i) Conflict of Terms; and (j) any other terms that by their nature would survive the expiration, completion, or termination of this contract.

45. RELEVANT STATE AND FEDERAL LAWS

- a. **Conflict of Interest with State Employees:** Contractor shall comply and cooperate in good faith with all conflict of interest and ethic laws, including Section 63G-6a-2404, Utah Procurement Code, as amended.

- b. **Procurement Ethics:** Contractor understands that a person who is interested in any way in the sale of any supplies, services, products, construction, or insurance to the State of Utah is violating the law if the person gives or offers to give any compensation, gratuity, contribution, loan, or reward, or any promise thereof to any person acting as a procurement officer on behalf of the State of Utah, or who in any official capacity participates in the procurement of such supplies, services, products, construction, or insurance, whether it is given for their own use or for the use or benefit of any other person or organization (63G-6a-2304.5, Utah Procurement Code, as amended).
- c. **Contact Information:** Per Utah Code §§63G-6a-110 and 35A-2-203, the State shall make Contractor's contact information available to the State of Utah Department of Workforce Services. The State of Utah Department of Workforce Services may post information regarding Contractor's job vacancies on its website.
- d. **Employment Practices:** Contractor shall abide by the following employment laws: (i) Title VI and VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e) which prohibits discrimination against any employee or applicant for employment or any applicant or recipient of services, on the basis of race, religion, color, or national origin; (ii) Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; (iii) 45 CFR 90 which prohibits discrimination on the basis of age; (iv) Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act of 1990 which prohibits discrimination on the basis of disabilities; and (v) Utah's Executive Order 2019-1, dated February 5, 2019, which prohibits unlawful harassment in the work place. Contractor shall abide by any other laws, regulations, or orders that prohibit the discrimination of any kind of any of Contractor's employees.
- e. **Compliance with Accessibility Standards:** Contractor shall comply with the Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973. Contractor shall comply with Utah Administrative Code R895-14-3(3), which states that contractors developing new websites or applications for State agencies are required to meet accessibility guidelines subject to rule R895 and correct any items that do not meet these guidelines at no cost to the agency. Contractor shall comply with Utah Administrative Code R895-14-4(2), which states that contractors proposing IT products and services shall provide Voluntary Product Accessibility Template® (VPAT™) documents.

46. RIGHT TO MONITOR PERFORMANCE AND AUDIT

- a. **Audit:** Contractor shall, upon written notification permit the Division, or a third party designated by the Division, to perform an assessment, audit, examination, or review of all of Contractor's sites and environments - including physical, technical, and virtual sites and environments - in order to confirm Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards. Contractor shall fully cooperate with such assessment by providing access to knowledgeable personnel; physical premises; records; technical and physical infrastructures; and any other person, place, or object which may assist the Division or its designee in completing such assessment. Upon request, Contractor shall provide the results of any audit performed by or on behalf of Contractor that would assist the Division or its designee in confirming Contractor's compliance with this Contract; associated scopes of work; and applicable laws, regulations, and industry standards.
- b. **Monitor Performance:** The Division and Eligible Users reserve the right to monitor Contractor's performance, perform plan checks, plan reviews, other reviews, and/or comment upon the Services of Contractor. This includes Contractor's Subcontractors, if any. Results of any evaluation may be made available to the Contractor upon Contractor's request.

47. **TIME IS OF THE ESSENCE:** The Services shall be completed and Goods and Custom Deliverables delivered by any applicable deadline stated in this Contract. Time is of the essence.

48. **STANDARD OF CARE:** For Services of Contractor which require licenses and certifications, such Services shall be performed in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services which similarities include the type, magnitude, and complexity of the Services that are the subject of this Contract.

49. **LARGE VOLUME DISCOUNT PRICING:** Eligible Users may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible User for large volume purchases.

50. **ELIGIBLE USER PARTICIPATION:** Participation under this Contract by Eligible Users is voluntarily determined by each Eligible User. Contractor agrees to supply each Eligible User with Goods based upon the same terms, conditions and prices of this Contract.

51. **INDIVIDUAL CUSTOMERS:** Each Eligible User that purchases Goods from this Contract will be treated as if they were individual customers. Each Eligible User will be responsible to follow the terms and conditions of this Contract. Contractor agrees that each Eligible User will be responsible for their own charges, fees, and liabilities. Contractor shall apply the charges to each Eligible User individually. The Division is not responsible for any unpaid invoice.

52. **QUANTITY ESTIMATES:** The Division does not guarantee any purchase amount under this Contract. Estimated quantities are for Solicitation purposes only and are not to be construed as a guarantee.

53. **ORDERING:** Orders will be placed by the using Eligible User directly with Contractor. All orders will be shipped promptly in accordance with the terms of this Contract.

54. REPORTS AND FEES:

- a. **Administrative Fee:** Contractor agrees to provide a quarterly administrative fee to the State in the form of a check, EFT or online payment through the Division's Automated Vendor Usage Management System. Checks will be payable to the "State of Utah Division of Purchasing" and will be sent to State of Utah, Division of Purchasing, Attn: Cooperative Contracts, PO Box 141061, Salt Lake City, UT 84114-1061. The Administrative Fee will be the amount listed in the Solicitation and will apply to all purchases (net of any returns, credits, or adjustments) made under this Contract.
- b. **Quarterly Reports:** Contractor agrees to provide a quarterly utilization report, reflecting net sales to the State during the

associated fee period. The report will show the dollar volume of purchases by each Eligible User. The quarterly report will be provided in secure electronic format through the Division's Automated Vendor Usage Management System found at: <https://statecontracts.utah.gov/Vendor>.

- c. **Report Schedule:** Quarterly utilization reports shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Reports Due</u>
March 31	April 30
June 30	July 31
September 30	October 31
December 31	January 31

- d. **Fee Payment:** After the Division receives the quarterly utilization report it will send Contractor an invoice for the total quarterly administrative fee owed to the Division. Contractor shall pay the quarterly administrative fee within thirty (30) days from receipt of invoice.

55. Timely Reports and Fees: If the quarterly administrative fee is not paid by thirty (30) days of receipt of invoice or quarterly utilization reports are not received by the report due date, then Contractor will be in material breach of this Contract.

56. ANTI-BOYCOTT ACTIONS: In accordance with Utah Code 63G-27 et seq., Contractor certifies that it is not currently engaged in any "economic boycott" nor a "boycott of the State of Israel" as those terms are defined in Section 102. Contractor further certifies that it has read and understands 63G-27 et. seq., that it will not engage in any such boycott action during the term of this Contract, and that if it does, it shall promptly notify the State in writing.

(Revision Date: 7/20/2023)



**The State of Oklahoma by and through the Office of
Management and Enterprise Services**

In conjunction with



And

MOTOROLA SOLUTIONS, INC.

**NASPO ValuePoint Master Agreement
Award for Public Safety / Law
Enforcement Video Products,
Services, and Solutions**

You are hereby notified that your response to Solicitation OK-MA-145-21, which opened August 18, 2021 is accepted. The following documents, are incorporated herein by reference and constitute the entire Contract between you and the State: 1) A Participating Entity's Participating Addendum ("PA"); 2) This NASPO ValuePoint Master Agreement Award which includes Exhibit A Terms, Conditions and Exhibit B Service Level Agreement and Exhibit C Price and Cost Proposal; 3) The Request for Proposal; and 4) The Contractors response to the Request for Proposal.

Motorola Solutions, Inc. awarded categories include:

Category 1 – Body Worn Video Cameras and Recording Devices.

Category 2 – Vehicle Mounted Video and Recording Devices.

Category 3 – Automated License Plate Readers and Recording Devices

Category 4 – Interview / Interrogation Room Video and Recording

Category 5 – Video Storage, Data Security, Software and Peripherals

NOW, THEREFORE, in consideration of the foregoing and mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged the parties have caused this Contract to be duly executed intending to be bound thereby.

STATE OF OKLAHOMA Office of Management and Enterprise Services <u>Amanda L. Otis</u> Amanda L. Otis (Apr 24, 2024 13:35 CDT) By: Amanda Otis	CONTRACTOR Motorola Solutions, Inc. <u>Nicole Talton</u> Nicole Talton (Apr 23, 2024 15:36 CDT) By: Nicole Talton
Date: 04/24/2024	Date: 04/23/2024
Title: State Purchasing Director	Title: Vice President Video Solutions

Master Agreement Number: OK-MA-145-21-500

**Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the Lead State is relying on their representations to that effect.*

OKLAHOMA AND NASPO VALUEPOINT MASTER AGREEMENT AWARD

SUMMARY

1. Scope of Work Defined. The goal of this Master Agreement is to provide State(s) requirements for competitive proposals along with value-added solutions which allow State and Local Governments to easily equip their public safety transportation equipment and employees with the best competitive pricing, cutting edge technology, and superior customer services without the need for individual competitive proposals.

With the volatile speed of technology designs, growing demands and unique customizable configurations, these product categories shall remain flexible and may be redefined during the life of this contract.

Note: the following items will not be included in this contract award: *Body Armor, LED Light Bars, Public Safety Radios, Radar, and Lidar Equipment*. These items are on separate NASPO ValuePoint Master Agreements.

2. Master Agreement Order of Precedence. Any Order placed under this Master Agreement shall consist of the following documents:

- (1) Participating Entity's Participating Addendum ("PA")
- (2) Oklahoma NASPO ValuePoint Master Agreement Award
 - a. Summary
 - a. NASPO ValuePoint Master Agreement Terms and Conditions, inclusive of any terms proposed by Contractor and accepted by the Lead State and as modified by the Exhibit F, Negotiated Exceptions to the Solicitation
 - b. Oklahoma Terms and Conditions as modified by the Exhibit F, Negotiated Exceptions to the Solicitation
 - c. Service Level Agreement
 - d. Price and Cost Proposal
- (3) A Purchase Order issued against the Master Agreement
- (4) The Solicitation as modified by the Exhibit F, Negotiated Exceptions to the Solicitation
- (5) Contractor's response to the Solicitation, including but not limited to Contractor's Terms and Conditions Contained in Response, as revised and accepted by the Lead State.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.

3. Except for Exhibit 1: Business Continuity Plan and Disaster Recovery Plan found in the bid of Motorola Solutions, Inc. and information deemed confidential by the State pursuant to applicable law, rule, regulation or policy, the parties agree Contract terms and information are not confidential and are disclosable without further approval of or notice to Supplier.



ATTACHMENT A

NASPO VALUEPOINT MASTER AGREEMENT TERMS AND CONDITIONS

I. Definitions

- 1.1 Acceptance** means acceptance of goods and services as set forth in Section IX of this Master Agreement.
- 1.2 Contractor** means a party to this Master Agreement, whether a person or entity, that delivers goods or performs services under the terms set forth in this Master Agreement.
- 1.3 Embedded Software** means one or more software applications which permanently reside on a computing device.
- 1.4 Intellectual Property** means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.
- 1.5 Lead State** means the State centrally administering any resulting Master Agreement(s) who is a party to this Master Agreement.
- 1.6 Master Agreement** means the underlying agreement executed by and between the Lead State, acting in cooperation with NASPO ValuePoint, and the Contractor, as now or hereafter amended.
- 1.7 NASPO ValuePoint** is a division of the National Association of State Procurement Officials ("NASPO"), a 501(c)(3) limited liability company. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (i.e., colleges, school districts, counties, cities, some nonprofit organizations, etc.) for all states, the District of Columbia, and territories of the United States. NASPO ValuePoint is identified in the Master Agreement as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports, as well as other contract administration functions as assigned by the Lead State.
- 1.8 Order or Purchase Order** means any purchase order, sales order, contract, or other document used by a Purchasing Entity to order the Products.

- 1.9 Participating Addendum** means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any additional Participating Entity-specific language or other requirements (e.g., ordering procedures specific to the Participating Entity, entity-specific terms and conditions, etc.).
- 1.10 Participating Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states properly authorized to enter into a Participating Addendum, that has executed a Participating Addendum.
- 1.11 Participating State** means a state that has executed a Participating Addendum or has indicated an intent to execute a Participating Addendum.
- 1.12 Product or Products and Services** means any equipment, software (including embedded software), documentation, service, or other deliverable supplied or created by the Contractor pursuant to this Master Agreement. The term Product includes goods and services.
- 1.13 Purchasing Entity** means a state (as well as the District of Columbia and US territories), city, county, district, other political subdivision of a State, or a nonprofit organization under the laws of some states if authorized by a Participating Addendum, that issues a Purchase Order against the Master Agreement and becomes financially committed to the purchase.

II. Term of Master Agreement

- 2.1 Initial Term.** The initial term of this Master Agreement is for two (2) years. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
- 2.2 Amendment Limitations.** The terms of this Master Agreement will not be waived, altered, modified, supplemented, or amended in any manner whatsoever without prior written agreement of the Lead State and Contractor.
- 2.3 Amendment Term.** The term of the Master Agreement may be amended past the initial term and stated renewal periods for a reasonable period if in the judgment of the Lead State a follow-on competitive procurement will be unavoidably delayed (despite good faith efforts) beyond the planned date of execution of the follow-on master agreement. This subsection will not be deemed to limit the authority of a Lead State under its state law to otherwise negotiate contract extensions.

III. Order of Precedence

- 3.1 Order.** Any Order placed under this Master Agreement will consist of the following documents:
- 3.1.1** A Participating Entity's Participating Addendum ("PA").
 - 3.1.2** NASPO ValuePoint Master Agreement, including all attachments thereto.
 - 3.1.3** A Purchase Order or Scope of Work/Specifications issued against the Master Agreement.
 - 3.1.4** The Solicitation or, if separately executed after award, the Lead State's bilateral agreement that integrates applicable provisions.
 - 3.1.5** Contractor's response to the Solicitation, as revised (if permitted) and accepted by the Lead State.
- 3.2 Conflict.** These documents will be read to be consistent and complementary. Any conflict among these documents will be resolved by giving priority to these documents in the order listed above. Contractor terms and conditions that apply to this Master Agreement are only those that are expressly accepted by the Lead State and must be in writing and attached to this Master Agreement as an Exhibit or Attachment.
- 3.3 Participating Addenda.** Participating Addenda will not be construed to diminish, modify, or otherwise derogate any provisions in this Master Agreement between the Lead State and Contractor. Participating Addenda will not include a term of agreement that exceeds the term of the Master Agreement.

IV. Participants and Scope

- 4.1 Requirement for a Participating Addendum.** Contractor may not deliver Products under this Master Agreement until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.
- 4.2 Applicability of Master Agreement.** NASPO ValuePoint Master Agreement Terms and Conditions are applicable to any Order by a Participating Entity (and other Purchasing Entities covered by their Participating Addendum), except to the extent altered, modified, supplemented or amended by a Participating Addendum, subject to Section III. For the purposes of illustration and not limitation, this authority may apply to unique delivery and invoicing requirements, confidentiality requirements, defaults on Orders, governing law and venue relating to Orders by a Participating Entity, indemnification, and insurance requirements. Statutory or constitutional requirements relating to availability of funds may require specific language in some Participating Addenda in order to comply with applicable law. The expectation is that these alterations, modifications, supplements, or amendments will be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the ordering

document (e.g., purchase order or contract) used by the Purchasing Entity to place the Order.

- 4.3 Authorized Use.** Use of specific NASPO ValuePoint Master Agreements by state agencies, political subdivisions and other Participating Entities is subject to applicable state law and the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.
- 4.4 Obligated Entities.** Obligations under this Master Agreement are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. States or other entities permitted to participate may use an informal competitive process to determine which Master Agreements to participate in through execution of a Participating Addendum. Participating Entities incur no financial obligations on behalf of other Purchasing Entities.
- 4.5 Notice of Participating Addendum.** Contractor shall email a fully executed PDF copy of each Participating Addendum to pa@naspovaluepoint.org to support documentation of participation and posting in appropriate databases.
- 4.6 Eligibility for a Participating Addendum.** Eligible entities who are not states may under some circumstances sign their own Participating Addendum, subject to the consent of the Chief Procurement Official of the state where the entity is located. Coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists; the entity must ensure that they have the requisite procurement authority to execute a Participating Addendum.
- 4.7 Prohibition on Resale.** Subject to any specific conditions included in the solicitation or Contractor's proposal as accepted by the Lead State, or as explicitly permitted in a Participating Addendum, Purchasing Entities may not resell Products purchased under this Master Agreement. Absent any such condition or explicit permission, this limitation does not prohibit: payments by employees of a Purchasing Entity for Products; sales of Products to the general public as surplus property; and fees associated with inventory transactions with other governmental or nonprofit entities and consistent with a Purchasing Entity's laws and regulations. Any sale or transfer permitted by this subsection must be consistent with license rights granted for use of intellectual property.
- 4.8 Individual Customers.** Except as may otherwise be agreed to by the Purchasing Entity and Contractor, each Purchasing Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement and as the Participating Entity has in the Participating Addendum, including but

not limited to any indemnity or right to recover any costs as such right is defined in the Master Agreement and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually.

- 4.9 Release of Information.** Throughout the duration of this Master Agreement, Contractor must secure from the Lead State prior approval for the release of information that pertains to the potential work or activities covered by the Master Agreement. This limitation does not preclude publication about the award of the Master Agreement or marketing activities consistent with any proposed and accepted marketing plan.
- 4.10 No Representations.** The Contractor shall not make any representations of NASPO ValuePoint, the Lead State, any Participating Entity, or any Purchasing Entity's opinion or position as to the quality or effectiveness of the services that are the subject of this Master Agreement without prior written consent.

V. NASPO ValuePoint Provisions

- 5.1 Applicability.** NASPO ValuePoint is not a party to the Master Agreement. The terms set forth in Section V are for the benefit of NASPO ValuePoint as a third-party beneficiary of this Master Agreement.

5.2 Administrative Fees

5.2.1 NASPO ValuePoint Fee. Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter. The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Master Agreement (less any charges for taxes or shipping). The NASPO ValuePoint Administrative Fee is not negotiable. This fee is to be included as part of the pricing submitted with a vendor's response to the Lead State's solicitation.

5.2.2 State Imposed Fees. Some states may require an additional fee be paid directly to the state on purchases made by Purchasing Entities within that state. For all such requests, the fee rate or amount, payment method and schedule for such reports and payments will be incorporated into the applicable Participating Addendum. Unless agreed to in writing by the state, Contractor may not adjust the Master Agreement pricing to include the state fee for purchases made by Purchasing Entities within the jurisdiction of the state. No such agreement will affect the NASPO ValuePoint Administrative Fee percentage, or the prices paid by Purchasing Entities outside the jurisdiction of the state requesting the additional fee.

5.3 NASPO ValuePoint Summary and Detailed Usage Reports

5.3.1 Summary Sales Data. The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://calculator.naspovaluepoint.org>. All sales made under this Master Agreement must be reported as cumulative totals by state. Contractor must submit a report for each quarter, including quarters during which a Contractor has no sales, in which case this will be indicated in the Reporting Tool. Reports must be submitted no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).

5.3.2 Detailed Sales Data. Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. The report must be submitted in any form required by the solicitation. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the reporting period. Reports must be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports must include sales information for all sales under Participating Addenda executed under this Master Agreement.

5.3.3 Reporting on Personal Use. Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the solicitation and the Participating Addendum. Report data for employees should be limited to ONLY the state and entity ((state and agency, city, county, school district, etc.) under whose authority the employee is purchasing Product for personal use and the amount of sales. No personal identification numbers (e.g., names, addresses, social security numbers or any other numerical identifier) may be submitted with any report.

5.3.4 Executive Summary. Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint

Cooperative Development Coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.

5.3.5 Use of Data. Timely submission of these reports is a material requirement of the Master Agreement. The recipient of the reports will have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.

5.4 NASPO ValuePoint Cooperative Program Marketing, Training, and Performance Review

5.4.1 Staff Education. Contractor shall work cooperatively with NASPO ValuePoint personnel. Contractor shall present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Master Agreement contract, including the competitive nature of NASPO ValuePoint procurements, the master agreement and participating addendum process, and the manner in which eligible entities can participate in the Master Agreement.

5.4.2 Onboarding Plan. Upon request by NASPO ValuePoint, Contractor shall, as Participating Addendums are executed, provide plans to launch the program for the Participating Entity. Plans will include time frames to launch the agreement and confirmation that the Contractor's website has been updated to properly reflect the scope and terms of the Master Agreement as available to the Participating Entity and eligible Purchasing Entities.

5.4.3 Annual Contract Performance Review. Contractor shall participate in an annual contract performance review with the Lead State and NASPO ValuePoint, which may at the discretion of the Lead State be held in person and which may include a discussion of marketing action plans, target strategies, marketing materials, Contractor reporting, and timeliness of payment of administration fees.

5.4.4 Use of NASPO ValuePoint Logo. The NASPO ValuePoint logos may not be used by Contractor in sales and marketing until a separate logo use agreement is executed with NASPO ValuePoint.

5.4.5 Most Favored Customer. Contractor shall, within thirty (30) days of their effective date, to notify the Lead State and NASPO ValuePoint of any contractual most-favored-customer provisions in third-party contracts or agreements that may affect the promotion of this Master Agreements or whose terms provide for adjustments to

future rates or pricing based on rates, pricing in, or Orders from this Master Agreement. Upon request of the Lead State or NASPO ValuePoint, Contractor shall provide a copy of any such provisions.

- 5.5 Cancellation.** In consultation with NASPO ValuePoint, the Lead State may, in its discretion, cancel the Master Agreement or not exercise an option to renew when utilization of Contractor's Master Agreement does not warrant further administration of the Master Agreement. The Lead State may also exercise its right to not renew the Master Agreement if vendor fails to record or report revenue for three consecutive quarters, upon 60-calendar day written notice to the Contractor. Cancellation based on nonuse or under-utilization will not occur sooner than [two years] after execution of the Master Agreement. This subsection does not limit the discretionary right of either the Lead State or Contractor to cancel the Master Agreement or terminate for default subject to the terms herein. This subsection also does not limit any right of the Lead State to cancel the Master Agreement under applicable laws.
- 5.6 Canadian Participation.** Subject to the approval of Contractor, any Canadian provincial government or provincially funded entity in Alberta, British Columbia, Manitoba, New Brunswick, Newfoundland and Labrador, Nova Scotia, Ontario, Prince Edward Island, Quebec, or Saskatchewan, and territorial government or territorial government funded entity in the Northwest Territories, Nunavut, or Yukon, including municipalities, universities, community colleges, school boards, health authorities, housing authorities, agencies, boards, commissions, and crown corporations, may be eligible to use Contractor's Master Agreement.
- 5.7 Additional Agreement with NASPO.** Upon request by NASPO ValuePoint, awarded Contractor shall enter into a direct contractual relationship with NASPO ValuePoint related to Contractor's obligations to NASPO ValuePoint under the terms of the Master Agreement, the terms of which shall be the same or similar (and not less favorable) than the terms set forth in the Master Agreement.

VI. Pricing, Payment & Leasing

- 6.1 Pricing.** The prices contained in this Master Agreement or offered under this Master Agreement represent the not-to-exceed price to any Purchasing Entity.
- 6.1.1** All prices and rates must be guaranteed for the initial term of the Master Agreement.
- 6.1.2** Following the initial term of the Master Agreement, any request for a price or rate adjustment must be for an equal guarantee period and must be made at least 30 days prior to the effective date.
- 6.1.3** Requests for a price or rate adjustment must include sufficient documentation supporting the request. Any adjustment or

amendment to the Master Agreement will not be effective unless approved in writing by the Lead State.

6.1.4 No retroactive adjustments to prices or rates will be allowed.

6.2 Payment. Unless otherwise agreed upon in a Participating Addendum or Order, Payment after Acceptance will be made within thirty (30) days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance, unless a different late payment amount is specified in a Participating Addendum or Order, or otherwise prescribed by applicable law. Payments will be remitted in the manner specified in the Participating Addendum or Order. Payments may be made via a purchasing card with no additional charge.

6.3 Leasing or Alternative Financing Methods. The procurement and other applicable laws of some Purchasing Entities may permit the use of leasing or alternative financing methods for the acquisition of Products under this Master Agreement. Where the terms and conditions are not otherwise prescribed in an applicable Participating Addendum, the terms, and conditions for leasing or alternative financing methods are subject to negotiation between the Contractor and Purchasing Entity.

VII. Ordering

7.1 Order Numbers. Master Agreement order and purchase order numbers must be clearly shown on all acknowledgments, packing slips, invoices, and on all correspondence.

7.2 Quotes. Purchasing Entities may define entity-specific or project-specific requirements and informally compete the requirement among companies having a Master Agreement on an “as needed” basis. This procedure may also be used when requirements are aggregated, or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Purchasing Entity’s rules and policies. The Purchasing Entity may in its sole discretion determine which Master Agreement Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost, and other factors considered.

7.3 Applicable Rules. Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities’ rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Master Agreement.

7.4 Required Documentation. Contractor shall not begin work without a valid Purchase Order or other appropriate commitment document under the law of the Purchasing Entity.

- 7.5 Term of Purchase.** Orders may be placed consistent with the terms of this Master Agreement and applicable Participating Addendum during the term of the Master Agreement and Participating Addendum.
- 7.5.1** Orders must be placed pursuant to this Master Agreement prior to the termination date thereof but may have a delivery date or performance period up to 120 days past the then-current termination date of this Master Agreement.
- 7.5.2** Notwithstanding the previous, Orders must also comply with the terms of the applicable Participating Addendum, which may further restrict the period during which Orders may be placed or delivered.
- 7.5.3** Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.
- 7.5.4** Notwithstanding the expiration, cancellation or termination of this Master Agreement, Contractor shall perform in accordance with the terms of any Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Orders placed after the expiration, cancellation, or termination of this Master Agreement, or in any manner inconsistent with this Master Agreement's terms.
- 7.5.5** Orders for any separate indefinite quantity, task order, or other form of indefinite delivery order arrangement priced against this Master Agreement may not be placed after the expiration or termination of this Master Agreement, notwithstanding the term of any such indefinite delivery order agreement.
- 7.6 Order Form Requirements.** All Orders pursuant to this Master Agreement, at a minimum, must include:
- 7.6.1** The services or supplies being delivered.
- 7.6.2** A shipping address and other delivery requirements, if any.
- 7.6.3** A billing addresses.
- 7.6.4** Purchasing Entity contact information.
- 7.6.5** Pricing consistent with this Master Agreement and applicable Participating Addendum and as may be adjusted by agreement of the Purchasing Entity and Contractor.
- 7.6.6** A not-to-exceed total for the products or services being ordered; and
- 7.6.7** The Master Agreement number or the applicable Participating Addendum number, provided the Participating Addendum references the Master Agreement number.

- 7.7 Communication.** All communications concerning administration of Orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.
- 7.8 Contract Provisions for Orders Utilizing Federal Funds.** Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Orders placed under this Master Agreement.

VIII. Shipping and Delivery

- 8.1 Shipping Terms.** All deliveries will be F.O.B. destination, freight pre-paid, with all transportation and handling charges paid by the Contractor.
- 8.1.1** Notwithstanding the above, responsibility and liability for loss or damage will remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud, and Contractor's warranty obligations.
- 8.2 Minimum Shipping.** The minimum shipment amount, if any, must be contained in the Master Agreement. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an Order to be shipped without transportation charges that is back ordered will be shipped without charge.
- 8.3 Inside Deliveries.** To the extent applicable, all deliveries will be "Inside Deliveries" as designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to a location other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order. Costs to repair any damage to the building interior (e.g., scratched walls, damage to the freight elevator, etc.) caused by Contractor or Contractor's carrier will be the responsibility of the Contractor. Immediately upon becoming aware of such damage, Contractor shall notify the Purchasing Entity placing the Order.
- 8.4 Packaging.** All products must be delivered in the manufacturer's standard package. Costs must include all packing and/or crating charges. Cases must be of durable construction, in good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton must be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.

IX. Inspection and Acceptance

- 9.1 Laws and Regulations.** Any and all Products offered and furnished must comply fully with all applicable Federal, State, and local laws and regulations.
- 9.2 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section IX will apply. This section is not intended to limit rights and remedies under the applicable commercial code.
- 9.3 Inspection.** All Products are subject to inspection at reasonable times and places before Acceptance. Contractor shall provide right of access to the Lead State, or to any other authorized agent or official of the Lead State or other Participating or Purchasing Entity, at reasonable times, to monitor and evaluate performance, compliance, and/or quality assurance requirements under this Master Agreement.
- 9.3.1** Products that do not meet specifications may be rejected. Failure to reject upon receipt, however, does not relieve the contractor of liability for material (nonconformity that substantial impairs value) latent or hidden defects subsequently revealed when goods are put to use.
- 9.3.2** Acceptance of such goods may be revoked in accordance with the provisions of the applicable commercial code, and the Contractor is liable for any resulting expense incurred by the Purchasing Entity related to the preparation and shipping of Product rejected and returned, or for which Acceptance is revoked.
- 9.4 Failure to Conform.** If any services do not conform to contract requirements, the Purchasing Entity may require the Contractor to perform the services again in conformity with contract requirements, at no increase in Order amount. When defects cannot be corrected by re-performance, the Purchasing Entity may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect the reduced value of services performed.
- 9.5 Acceptance Testing.** Purchasing Entity may establish a process, in keeping with industry standards, to ascertaining whether the Product meets the standard of performance or specifications prior to Acceptance by the Purchasing Entity.
- 9.5.1** The Acceptance Testing period will be thirty (30) calendar days, unless otherwise specified, starting from the day after the Product is delivered or, if installed by Contractor, the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing.
- 9.5.2** If the Product does not meet the standard of performance or specifications during the initial period of Acceptance Testing,

Purchasing Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the standard of performance is met.

- 9.5.3** Upon rejection, the Contractor will have fifteen (15) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) demand replacement Product from Contractor at no additional cost to Purchasing Entity; or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
- 9.5.4** Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section.
- 9.5.5** No Product will be deemed Accepted and no charges will be paid until the standard of performance or specification is met.

X. Warranty

- 10.1 Applicability.** Unless otherwise specified in the Master Agreement, Participating Addendum, or ordering document, the terms of this Section X will apply.
- 10.2 Warranty.** The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Purchasing Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects.
- 10.3 Breach of Warranty.** Upon breach of the warranty set forth above, the Contractor will repair or replace (at no charge to the Purchasing Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made.
- 10.4 Rights Reserved.** The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- 10.5 Warranty Period Start Date.** The warranty period will begin upon Acceptance, as set forth in Section IX.

XI. Product Title

- 11.1 Conveyance of Title.** Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product free and clear of all liens, encumbrances, or other security interests.
- 11.2 Embedded Software.** Transfer of title to the Product must include an irrevocable and perpetual license to use any Embedded Software in the Product. If Purchasing Entity subsequently transfers title of the Product to another entity, Purchasing Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license will be at no additional cost or charge to either Purchasing Entity or Purchasing Entity's transferee.
- 11.3 License of Pre-Existing Intellectual Property.** Contractor grants to the Purchasing Entity a nonexclusive, perpetual, royalty-free, irrevocable, license to use, publish, translate, reproduce, transfer with any sale of tangible media or Product, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The Contractor shall be responsible for ensuring that this license is consistent with any third-party rights in the Pre-existing Intellectual Property.

XII. Indemnification

- 12.1 General Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees, from and against third-party claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to tangible property arising from any act, error, or omission of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to performance under this Master Agreement.
- 12.2 Intellectual Property Indemnification.** The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use infringes Intellectual Property rights of another person or entity ("Intellectual Property Claim").
 - 12.2.1** The Contractor's obligations under this section will not extend to any combination of the Product with any other product, system or method, unless the Product, system or method is:
 - 12.2.1.1** provided by the Contractor or the Contractor's subsidiaries or affiliates.
 - 12.2.1.2** specified by the Contractor to work with the Product.
 - 12.2.1.3** reasonably required to use the Product in its intended manner, and the infringement could not have been

avoided by substituting another reasonably available product, system, or method capable of performing the same function; or

12.2.1.4 reasonably expected to be used in combination with the Product.

12.2.2 The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.

12.2.3 The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information, and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of the Intellectual Property Claim and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim.

12.2.4 Unless otherwise set forth herein, Section 12.2 is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

XIII. Insurance

13.1 Term. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. A Participating Entity may negotiate alternative Insurance requirements in their Participating Addendum.

13.2 Class. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of A.M. Best's Insurance Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or, at a Participating Entity's option, result in termination of its Participating Addendum.

- 13.3 Coverage.** Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below:
- 13.3.1** Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of not less than \$1 million per occurrence and \$2 million general aggregate;
 - 13.3.2** Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
- 13.4 Notice of Cancellation.** Contractor shall pay premiums on all insurance policies. Contractor shall provide notice to a Participating Entity who is a state within five (5) business days after Contractor is first aware of expiration, cancellation or nonrenewal of such policy or is first aware that cancellation is threatened or expiration, nonrenewal or expiration otherwise may occur.
- 13.5 Notice of Endorsement.** Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory.
- 13.6 Participating Entities.** Contractor shall provide to Participating States and Participating Entities the same insurance obligations and documentation as those specified in Section XIII, except the endorsement is provided to the applicable Participating State or Participating Entity.
- 13.7 Furnishing of Certificates.** Contractor shall furnish to the Lead State copies of certificates of all required insurance in a form sufficient to show required coverage within thirty (30) calendar days of the execution of this Master Agreement and prior to performing any work. Copies of renewal certificates of all required insurance will be furnished within thirty (30) days after any renewal date to the applicable state Participating Entity. Failure to provide evidence of coverage may, at the sole option of the Lead State, or any Participating Entity, result in this Master Agreement's termination or the termination of any Participating Addendum.
- 13.8 Disclaimer.** Insurance coverage and limits will not limit Contractor's liability and obligations under this Master Agreement, any Participating Addendum, or any Purchase Order.

XIV. General Provisions

14.1 Records Administration and Audit

- 14.1.1** The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a Purchasing Entity under it for the purpose of making audits, examinations, excerpts, and transcriptions. This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.
- 14.1.2** Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Lead State, Participating Entity, or Purchasing Entity for any overpayments inconsistent with the terms of the Master Agreement or Orders or underpayment of fees found as a result of the examination of the Contractor's records.
- 14.1.3** The rights and obligations herein exist in addition to any quality assurance obligation in the Master Agreement that requires the Contractor to self-audit contract obligations and that permits the Lead State to review compliance with those obligations.

14.2 Confidentiality, Non-Disclosure, and Injunctive Relief

- 14.2.1 Confidentiality.** Contractor acknowledges that it and its employees or agents may, in the course of providing a Product under this Master Agreement, be exposed to or acquire information that is confidential to Purchasing Entity or Purchasing Entity's clients.
- 14.2.1.1** Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including but not necessarily limited to (1) any Purchasing Entity's records, (2) personnel records, and (3) information concerning individuals, is confidential information of Purchasing Entity ("Confidential Information").

14.2.1.2 Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information.

14.2.1.3 Confidential Information does not include information that (1) is or becomes (other than by disclosure by Contractor) publicly known; (2) is furnished by Purchasing Entity to others without restrictions similar to those imposed by this Master Agreement; (3) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (4) is obtained from a source other than Purchasing Entity without the obligation of confidentiality, (5) is disclosed with the written consent of Purchasing Entity; or (6) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

14.2.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and shall not copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than what is necessary to the performance of Orders placed under this Master Agreement.

14.2.2.1 Contractor shall advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Purchasing Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information.

14.2.2.2 Without limiting the generality of the foregoing, Contractor shall advise Purchasing Entity, applicable Participating Entity, and the Lead State immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement, and Contractor shall at its expense cooperate with Purchasing Entity in seeking injunctive or other equitable relief in the name of Purchasing Entity or Contractor against any such person.

14.2.2.3 Except as directed by Purchasing Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Purchasing Entity's request, Contractor shall turn over to Purchasing Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information.

14.2.2.4 Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits, and evidence of the performance of this Master Agreement.

14.2.3 Injunctive Relief. Contractor acknowledges that Contractor's breach of Section 14.2 would cause irreparable injury to the Purchasing Entity that cannot be inadequately compensated in monetary damages. Accordingly, Purchasing Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Purchasing Entity and are reasonable in scope and content.

14.2.4 Purchasing Entity Law. These provisions will be applicable only to extent they are not in conflict with the applicable public disclosure laws of any Purchasing Entity.

14.2.5 NASPO ValuePoint. The rights granted to Purchasing Entities and Contractor's obligations under this section will also extend to NASPO ValuePoint's Confidential Information, including but not limited to Participating Addenda, Orders or transaction data relating to Orders under this Master Agreement that identify the entity/customer, Order dates, line-item descriptions and volumes, and prices/rates. This provision does not apply to disclosure to the Lead State, a Participating State, or any governmental entity exercising an audit, inspection, or examination pursuant to this Master Agreement. To the extent permitted by law, Contractor shall notify the Lead State of the identify of any entity seeking access to the Confidential Information described in this subsection.

14.2.6 Public Information. This Master Agreement and all related documents are subject to disclosure pursuant to the Lead State's public information laws.

14.3 Assignment/Subcontracts

- 14.3.1** Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State.
- 14.3.2** The Lead State reserves the right to assign any rights or duties, including written assignment of contract administration duties, to NASPO ValuePoint and other third parties.
- 14.4 Changes in Contractor Representation.** The Contractor must, within ten (10) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
- 14.5 Independent Contractor.** Contractor is an independent contractor. Contractor has no authorization, express or implied, to bind the Lead State, Participating States, other Participating Entities, or Purchasing Entities to any agreements, settlements, liability or understanding whatsoever, and shall not hold itself out as agent except as expressly set forth herein or as expressly set forth in an applicable Participating Addendum or Order.
- 14.6 Cancellation.** Unless otherwise set forth herein, this Master Agreement may be canceled by either party upon sixty (60) days' written notice prior to the effective date of the cancellation. Further, any Participating Entity may cancel its participation upon thirty (30) days' written notice, unless otherwise limited or stated in the Participating Addendum. Cancellation may be in whole or in part. Any cancellation under this provision will not affect the rights and obligations attending Orders outstanding at the time of cancellation, including any right of a Purchasing Entity to indemnification by the Contractor, rights of payment for Products delivered and accepted, rights attending any warranty or default in performance in association with any Order, and requirements for records administration and audit. Cancellation of the Master Agreement due to Contractor default may be immediate.
- 14.7 Force Majeure.** Neither party to this Master Agreement shall be held responsible for delay or default caused by fire, riot, unusually severe weather, other acts of God, or acts of war which are beyond that party's reasonable control. The Lead State may terminate this Master Agreement upon determining such delay or default will reasonably prevent successful performance of the Master Agreement.
- 14.8 Defaults and Remedies**

- 14.8.1** The occurrence of any of the following events will be an event of default under this Master Agreement:
- 14.8.1.1** Nonperformance of contractual requirements.
 - 14.8.1.2** A material breach of any term or condition of this Master Agreement.
 - 14.8.1.3** Any certification, representation, or warranty by Contractor in response to the solicitation or in this Master Agreement that proves to be untrue or materially misleading.
 - 14.8.1.4** Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or
 - 14.8.1.5** Any default specified in another section of this Master Agreement.
- 14.8.2** Upon the occurrence of an event of default, the Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of fifteen (15) calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time allowed for cure will not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.
- 14.8.3** If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and the Lead State shall have the right to exercise any or all of the following remedies:
- 14.8.3.1** Any remedy provided by law.
 - 14.8.3.2** Termination of this Master Agreement and any related Contracts or portions thereof.
 - 14.8.3.3** Assessment of liquidated damages as provided in this Master Agreement.
 - 14.8.3.4** Suspension of Contractor from being able to respond to future bid solicitations.

14.8.3.5 Suspension of Contractor's performance; and

14.8.3.6 Withholding of payment until the default is remedied.

14.8.4 Unless otherwise specified in the Participating Addendum, in the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and shall have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum. Unless otherwise specified in an Order, a Purchasing Entity shall provide written notice of default as described in this section and have all of the rights and remedies under this paragraph and any applicable Participating Addendum with respect to an Order placed by the Purchasing Entity. Nothing in these Master Agreement Terms and Conditions will be construed to limit the rights and remedies available to a Purchasing Entity under the applicable commercial code.

14.9 Waiver of Breach. Failure of the Lead State, Participating Entity, or Purchasing Entity to declare a default or enforce any rights and remedies will not operate as a waiver under this Master Agreement, any Participating Addendum, or any Purchase Order. Any waiver by the Lead State, Participating Entity, or Purchasing Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or by Purchasing Entity with respect to any Purchase Order, or breach of any terms or requirements of this Master Agreement, a Participating Addendum, or Purchase Order will not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement, any Participating Addendum, or any Purchase Order.

14.10 Debarment. The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public procurement or contracting by any governmental department or agency. This certification represents a recurring certification made at the time any Order is placed under this Master Agreement. If the Contractor cannot certify this statement, attach a written explanation for review by the Lead State.

14.11 No Waiver of Sovereign Immunity

14.11.1 In no event will this Master Agreement, any Participating Addendum or any contract or any Purchase Order issued thereunder, or any act of the Lead State, a Participating Entity, or a Purchasing Entity be a waiver of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution

of the United States or otherwise, from any claim or from the jurisdiction of any court.

- 14.11.2** This section applies to a claim brought against the Participating Entities who are states only to the extent Congress has appropriately abrogated the state's sovereign immunity and is not consent by the state to be sued in federal court. This section is also not a waiver by the state of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

14.12 Governing Law and Venue

- 14.12.1** The procurement, evaluation, and award of the Master Agreement will be governed by and construed in accordance with the laws of the Lead State sponsoring and administering the procurement. The construction and effect of the Master Agreement after award will be governed by the law of the state serving as Lead State. The construction and effect of any Participating Addendum or Order against the Master Agreement will be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's state.
- 14.12.2** Unless otherwise specified in the RFP, the venue for any protest, claim, dispute or action relating to the procurement, evaluation, and award is in the state serving as Lead State. Venue for any claim, dispute or action concerning the terms of the Master Agreement will be in the state serving as Lead State. Venue for any claim, dispute, or action concerning any Order placed against the Master Agreement or the effect of a Participating Addendum will be in the Purchasing Entity's state.
- 14.12.3** If a claim is brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for (in decreasing order of priority): the Lead State for claims relating to the procurement, evaluation, award, or contract performance or administration if the Lead State is a party; a Participating State if a named party; the state where the Participating Entity or Purchasing Entity is located if either is a named party.

- 14.13 Assignment of Antitrust Rights.** Contractor irrevocably assigns to a Participating Entity who is a state any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided in that state for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating

Addendum, including, at the Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.



OKLAHOMA
Office of Management
& Enterprise Services

EXHIBIT B

STATE OF OKLAHOMA GENERAL TERMS

This State of Oklahoma General Terms (“General Terms”) is a Contract Document in connection with a Contract awarded by the Office of Management and Enterprise Services on behalf of the State of Oklahoma.

In addition to other terms contained in an applicable Contract Document, Supplier and State agree to the following General Terms:

1 Scope and Contract Renewal

- 1.1** Supplier may not add products or services to its offerings under the Contract without the State’s prior written approval. Such request may require a competitive bid of the additional products or services. If the need arises for goods or services outside the scope of the Contract, Supplier shall contact the State.
- 1.2** At no time during the performance of the Contract shall the Supplier have the authority to obligate any Customer for payment for any products or services (a) when a corresponding encumbering document is not signed or (b) over and above an awarded Contract amount. Likewise, Supplier is not entitled to compensation for a product or service provided by or on behalf of Supplier that is neither requested nor accepted as satisfactory.
- 1.3** If applicable, prior to any Contract renewal, the State shall subjectively consider the value of the Contract to the State, the Supplier’s performance under the Contract, and shall review certain other factors, including but not limited to the: a) terms and conditions of Contract Documents to determine validity with current State and other applicable statutes and rules; b) current pricing and discounts offered by Supplier; and c) current products, services and support offered by Supplier. If the State determines changes to the Contract are required as a condition precedent to renewal, the State and Supplier will cooperate in good faith to evidence such required changes in an Addendum. Further, any request for a price increase in connection with a renewal or

otherwise will be conditioned on the Supplier providing appropriate documentation supporting the request.

- 1.4** The State may extend the Contract for ninety (90) days beyond a final renewal term at the Contract compensation rate for the extended period. If the State exercises such option to extend ninety (90) days, the State shall notify the Supplier in writing prior to Contract end date. The State, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions at the Contract pricing rate, to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Supplier.
- 1.5** Supplier understands that supplier registration expires annually and, pursuant to OAC 260:115-3-3, Supplier shall maintain its supplier registration with the State as a precondition to a renewal of the Contract.

2 Contract Effectiveness and Order of Priority

- 2.1** Unless specifically agreed in writing otherwise, the Contract is effective upon the date last signed by the parties. Supplier shall not commence work, commit funds, incur costs, or in any way act to obligate the State until the Contract is effective.
- 2.2** Contract Documents shall be read to be consistent and complementary. Any conflict among the Contract Documents shall be resolved by giving priority to Contract Documents in the following order of precedence:
 - A.** any Addendum;
 - B.** any applicable Solicitation;
 - C.** any Contract-specific terms contained in a Contract Document including, without limitation, information technology terms and terms specific to a statewide Contract or a State agency Contract;
 - D.** the terms contained in this Contract Document;
 - E.** any successful Bid as may be amended through negotiation and to the extent the Bid does not otherwise conflict with the Solicitation or applicable law;
 - F.** any statement of work, work order, or other similar ordering document as applicable; and
 - G.** other mutually agreed Contract Documents.

- 2.3** If there is a conflict between the terms contained in this Contract Document or in Contract-specific terms and an agreement provided by or on behalf of Supplier including but not limited to linked or supplemental documents which alter or diminish the rights of Customer or the State, the conflicting terms provided by Supplier shall not take priority over this Contract Document or Acquisition-specific terms. In no event will any linked document alter or override such referenced terms except as specifically agreed in an Addendum.
- 2.4** Any Contract Document shall be legibly written in ink or typed. All Contract transactions, and any Contract Document related thereto, may be conducted by electronic means pursuant to the Oklahoma Uniform Electronic Transactions Act.

3 Modification of Contract Terms and Contract Documents

- 3.1** The Contract may only be modified, amended, or expanded by an Addendum. Any change to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials made unilaterally by the Supplier, is a material breach of the Contract. Unless otherwise specified by applicable law or rules, such changes, including without limitation, any unauthorized written Contract modification, shall be void and without effect and the Supplier shall not be entitled to any claim under the Contract based on those changes. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the Contract.
- 3.2** Any additional terms on an ordering document provided by Supplier are of no effect and are void unless mutually executed. OMES bears no liability for performance, payment or failure thereof by the Supplier or by a Customer other than OMES in connection with an Acquisition.

4 Definitions

In addition to any defined terms set forth elsewhere in the Contract, the Oklahoma Central Purchasing Act and the Oklahoma Administrative Code, Title 260, the parties agree that, when used in the Contract, the following terms are defined as set forth below and may be used in the singular or plural form:

- 4.1 Acquisition** means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, value provided or rental under the Contract.
- 4.2 Addendum** means a mutually executed, written modification to a Contract Document.

- 4.3 **Amendment** means a written change, addition, correction or revision to the Solicitation.
- 4.4 **Bid** means an offer a Bidder submits in response to the Solicitation.
- 4.5 **Bidder** means an individual or business entity that submits a Bid in response to the Solicitation.
- 4.6 **Contract** means the written, mutually agreed and binding legal relationship resulting from the Contract Documents and an appropriate encumbering document as may be amended from time to time, which evidences the final agreement between the parties with respect to the subject matter of the Contract.
- 4.7 **Contract Document** means this document; any master or enterprise agreement terms entered into between the parties that are mutually agreed to be applicable to the Contract; any Solicitation; any Contract-specific terms; any Supplier's Bid as may be negotiated; any statement of work, work order, or other similar mutually executed ordering document; other mutually executed documents and any Addendum.
- 4.8 **Customer** means the entity receiving goods or services contemplated by the Contract.
- 4.9 **Debarment** means action taken by a debarring official under federal or state law or regulations to exclude any business entity from inclusion on the Supplier list; bidding; offering to bid; providing a quote; receiving an award of contract with the State and may also result in cancellation of existing contracts with the State.
- 4.10 **Destination** means delivered to the receiving dock or other point specified in the applicable Contract Document.
- 4.11 **Indemnified Parties** means the State and Customer and/or its officers, directors, agents, employees, representatives, contractors, assignees and designees thereof.
- 4.12 **Inspection** means examining and testing an Acquisition (including, when appropriate, raw materials, components, and intermediate assemblies) to determine whether the Acquisition meets Contract requirements.
- 4.13 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law

of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.

- 4.14 OAC** means the Oklahoma Administrative Code.
- 4.15 OMES** means the Office of Management and Enterprise Services.
- 4.16 Solicitation** means the document inviting Bids for the Acquisition referenced in the Contract and any amendments thereto.
- 4.17 State** means the government of the state of Oklahoma, its employees and authorized representatives, including without limitation any department, agency, or other unit of the government of the state of Oklahoma.
- 4.18 Supplier** means the Bidder with whom the State enters into the Contract awarded pursuant to the Solicitation or the business entity or individual that is a party to the Contract with the State.
- 4.19 Suspension** means action taken by a suspending official under federal or state law or regulations to suspend a Supplier from inclusion on the Supplier list; be eligible to submit Bids to State agencies and be awarded a contract by a State agency subject to the Central Purchasing Act.
- 4.20 Supplier Confidential Information** means certain confidential and proprietary information of Supplier that is clearly marked as confidential and agreed by the State Purchasing Director or Customer, as applicable, but does not include information excluded from confidentiality in provisions of the Contract or the Oklahoma Open Records Act.
- 4.21 Work Product** means any and all deliverables produced by Supplier under a statement of work or similar Contract Document issued pursuant to this Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the Contract effective date including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (ii) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts, personality rights, methods, processes, techniques, apparatuses, inventions,

formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided by or on behalf of Supplier under the Contract and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or with funds appropriated by or for Customer or Customer's benefit (a) by any Supplier personnel or Customer personnel or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

5 Pricing

- 5.1** Pursuant to 68 O.S. §§ 1352, 1356, and 1404, State agencies are exempt from the assessment of State sales, use, and excise taxes. Further, State agencies and political subdivisions of the State are exempt from Federal Excise Taxes pursuant to Title 26 of the United States Code. Any taxes of any nature whatsoever payable by the Supplier shall not be reimbursed.
- 5.2** Pursuant to 74 O.S. §85.40, all travel expenses of Supplier must be included in the total Acquisition price.
- 5.3** The price of a product offered under the Contract shall include and Supplier shall prepay all shipping, packaging, delivery and handling fees. All product deliveries will be free on board Customer's Destination. No additional fees shall be charged by Supplier for standard shipping and handling. If Customer requests expedited or special delivery, Customer may be responsible for any charges for expedited or special delivery.

6 Ordering, Inspection, and Acceptance

- 6.1** Any product or service furnished under the Contract shall be ordered by issuance of a valid purchase order or other appropriate payment mechanism, including a pre-encumbrance, or by use of a valid Purchase Card. All orders and transactions are governed by the terms and conditions of the Contract. Any purchase order or other applicable payment mechanism dated prior to termination or expiration of the Contract shall be performed unless mutually agreed in writing otherwise.

- 6.2** Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service.

Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period.

Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance.

Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.

- 6.3** Supplier shall deliver products and services on or before the required date specified in a Contract Document. Failure to deliver timely may result in liquidated damages as set forth in the applicable Contract Document. Deviations, substitutions, or changes in a product or service, including changes of personnel directly providing services, shall not be made unless expressly authorized in writing by the Customer. Any substitution of personnel directly providing services shall be a person of comparable or greater skills, education and experience for performing the services as the person being replaced. Additionally, Supplier shall provide staff sufficiently experienced and able to

perform with respect to any transitional services provided by Supplier in connection with termination or expiration of the Contract.

- 6.4** Product warranty and return policies and terms provided under any Contract Document will not be more restrictive or more costly than warranty and return policies and terms for other similarly situated customers for a like product.

7 Invoices and Payment

- 7.1** Supplier shall be paid upon submission of a proper invoice(s) at the prices stipulated in the Contract in accordance with 74 O.S. §85.44B which requires that payment be made only after products have been provided and accepted or services rendered and accepted.

The following terms additionally apply:

- A.** An invoice shall contain the purchase order number, description of products or services provided and the dates of such provision.
- B.** Failure to provide a timely and proper invoice may result in delay of processing the invoice for payment. Proper invoice is defined at OAC 260:10-1-2.
- C.** Payment of all fees under the Contract shall be due NET 45 days. Payment and interest on late payments are governed by 62 O.S. §34.72. Such interest is the sole and exclusive remedy for late payments by a State agency and no other late fees are authorized to be assessed pursuant to Oklahoma law.
- D.** The date from which an applicable early payment discount time is calculated shall be from the receipt date of a proper invoice. There is no obligation, however, to utilize an early payment discount.
- E.** If an overpayment or underpayment has been made to Supplier any subsequent payments to Supplier under the Contract may be adjusted to correct the account. A written explanation of the adjustment will be issued to Supplier.
- F.** Supplier shall have no right of setoff.
- G.** Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.

- H.** The Supplier shall accept payment by Purchase Card as allowed by Oklahoma law.

8 Maintenance of Insurance, Payment of Taxes, and Workers' Compensation

- 8.1** As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the same coverage. The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better.

Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, additions, or changes to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract. Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows:

- A.** Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law;
- B.** Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of not less than \$5,000,000 per occurrence;
- C.** Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident;
- D.** Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence;

- E.** Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and
- F.** Additional coverage required in writing in connection with a particular Acquisition.

8.2 Supplier shall be entirely responsible during the existence of the Contract for the liability and payment of taxes payable by or assessed to Supplier or its employees, agents and subcontractors of whatever kind, in connection with the Contract. Supplier further agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and Workers' Compensation. Neither Customer nor the State shall be liable to the Supplier, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or Workers' Compensation or any benefit available to a State or Customer employee.

8.3 Supplier agrees to indemnify Customer, the State, and its employees, agents, representatives, contractors, and assignees for any and all liability, actions, claims, demands, or suits, and all related costs and expenses (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) relating to tax liability, unemployment insurance and/or Workers' Compensation in connection with its performance under the Contract.

9 Compliance with Applicable Laws

9.1 As long as Supplier has an obligation under the terms of the Contract and in connection with performance of its obligations, the Supplier represents its present compliance, and shall have an ongoing obligation to comply, with all applicable federal, State, and local laws, rules, regulations, ordinances, and orders, as amended, including but not limited to the following:

- A.** Drug-Free Workplace Act of 1988 set forth at 41 U.S.C. §81.
- B.** Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and Environmental Protection Agency Regulations which prohibit the use of facilities included on the EPA List of Violating Facilities under nonexempt federal contracts, grants or loans;

- C.** Prospective participant requirements set at 45 C.F.R. part 76 in connection with Debarment, Suspension and other responsibility matters;
- D.** 1964 Civil Rights Act, Title IX of the Education Amendment of 1972, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, and Executive Orders 11246 and 11375;
- E.** Anti-Lobbying Law set forth at 31 U.S.C. §1325 and as implemented at 45 C.F.R. part 93;
- F.** Requirements of Internal Revenue Service Publication 1075 regarding use, access and disclosure of Federal Tax Information (as defined therein);
- G.** Obtaining certified independent audits conducted in accordance with Government Auditing Standards and Office of Management and Budget Uniform Guidance, 2 CFR 200 Subpart F §200.500 et seq. with approval and work paper examination rights of the applicable procuring entity;
- H.** Requirements of the Oklahoma Taxpayer and Citizen Protection Act of 2007, 25 O.S. §1312 and applicable federal immigration laws and regulations and be registered and participate in the Status Verification System. The Status Verification System is defined at 25 O.S. §1312, includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security, and is available at www.dhs.gov/E-Verify;
- I.** Requirements of the Health Insurance Portability and Accountability Act of 1996; Health Information Technology for Economic and Clinical Health Act; Payment Card Industry Security Standards; Criminal Justice Information System Security Policy and Security Addendum; and Family Educational Rights and Privacy Act; and
- J.** Be registered as a business entity licensed to do business in the State, have obtained a sales tax permit, and be current on franchise tax payments to the State, as applicable.

9.2 The Supplier's employees, agents and subcontractors shall adhere to applicable Customer policies including, but not limited to acceptable use of Internet and electronic mail, facility and data security, press releases, and public relations. As applicable, the Supplier shall adhere to the State Information Security Policy, Procedures, Guidelines set forth at

https://omes.ok.gov/sites/g/files/gmc316/f/InfoSecPPG_0.pdf. Supplier is responsible for reviewing and relaying such policies covering the above to the Supplier's employees, agents and subcontractors.

- 9.3 At no additional cost to Customer, the Supplier shall maintain all applicable licenses and permits required in association with its obligations under the Contract.
- 9.4 In addition to compliance under subsection 9.1 above, Supplier shall have a continuing obligation to comply with applicable Customer-specific mandatory contract provisions required in connection with the receipt of federal funds or other funding source.
- 9.5 The Supplier is responsible to review and inform its employees, agents, and subcontractors who provide a product or perform a service under the Contract of the Supplier's obligations under the Contract and Supplier certifies that its employees and each such subcontractor shall comply with minimum requirements and applicable provisions of the Contract. At the request of the State, Supplier shall promptly provide adequate evidence that such persons are its employees, agents or approved subcontractors and have been informed of their obligations under the Contract.
- 9.6 As applicable, Supplier agrees to comply with the Governor's Executive Orders related to the use of any tobacco product, electronic cigarette or vaping device on any and all properties owned, leased, or contracted for use by the State, including but not limited to all buildings, land and vehicles owned, leased, or contracted for use by agencies or instrumentalities of the State.
- 9.7 The execution, delivery and performance of the Contract and any ancillary documents by Supplier will not, to the best of Supplier's knowledge, violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third party.
- 9.8 Supplier represents that it has the ability to pay its debts when due and it does not anticipate the filing of a voluntary or involuntary bankruptcy petition or appointment of a receiver, liquidator or trustee.
- 9.9 Supplier represents that, to the best of its knowledge, any litigation or claim or any threat thereof involving Supplier has been disclosed in writing to the State and Supplier is not aware of any other litigation, claim or threat thereof.

- 9.10** If services provided by Supplier include delivery of an electronic communication, Supplier shall ensure such communication and any associated support documents are compliant with Section 508 of the Federal Rehabilitation Act and with State standards regarding accessibility. Should any communication or associated support documents be non-compliant, Supplier shall correct and re-deliver such communication immediately upon discovery or notice, at no additional cost to the State. Additionally, as part of compliance with accessibility requirements where documents are only provided in non-electronic format, Supplier shall promptly provide such communication and any associated support documents in an alternate format usable by individuals with disabilities upon request and at no additional cost, which may originate from an intended recipient or from the State.

10 Audits and Records Clause

- 10.1** As used in this clause and pursuant to 67 O.S. §203, “record” includes a document, book, paper, photograph, microfilm, computer tape, disk, record, sound recording, film recording, video record, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. Supplier agrees any pertinent federal or State agency or governing entity of a Customer shall have the right to examine and audit, at no additional cost to a Customer, all records relevant to the execution and performance of the Contract except, unless otherwise agreed, costs of Supplier that comprise pricing under the Contract.
- 10.2** The Supplier is required to retain records relative to the Contract for the duration of the Contract and for a period of seven (7) years following completion or termination of an Acquisition unless otherwise indicated in the Contract terms. If a claim, audit, litigation or other action involving such records is started before the end of the seven-year period, the records are required to be maintained for two (2) years from the date that all issues arising out of the action are resolved, or until the end of the seven (7) year retention period, whichever is later.
- 10.3** Pursuant to 74 O.S. §85.41, if professional services are provided hereunder, all items of the Supplier that relate to the professional services are subject to examination by the State agency, State Auditor and Inspector and the State Purchasing Director.

11 Confidentiality

- 11.1** The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with

and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

- 11.2** Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
- 11.3** Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data and records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.

- 11.4** Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data and records.
- 11.5** Supplier acknowledges that any improper use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State data or records to others may cause immediate and irreparable harm to the Customer and certain beneficiaries and may violate state or federal laws and regulations. If the Supplier or its affiliates, parent company, subsidiaries, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors improperly use, appropriate, sell, assign, convey, provide, release, access, acquire, disclose or otherwise disseminate such confidential information to any person or entity in violation of the Contract, the Customer will immediately be entitled to injunctive relief and/or any other rights or remedies available under this Contract, at equity or pursuant to applicable statutory, regulatory, and common law without a cure period.
- 11.6** The Supplier shall immediately forward to the State Purchasing Director, and any other applicable person listed in the Notices section(s) of the Contract, any request by a third party for data or records in the possession of the Supplier or any subcontractor or to which the Supplier or subcontractor has access and Supplier shall fully cooperate with all efforts to protect the security and confidentiality of such data or records in response to a third party request.
- 11.7** Customer may be provided access to Supplier Confidential Information. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information; (iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent

that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.

12 Conflict of Interest

In addition to any requirement of law or of a professional code of ethics or conduct, the Supplier, its employees, agents and subcontractors are required to disclose any outside activity or interest that conflicts or may conflict with the best interest of the State. Prompt disclosure is required under this section if the activity or interest is related, directly or indirectly, to any person or entity currently under contract with or seeking to do business with the State, its employees or any other third-party individual or entity awarded a contract with the State. Further, as long as the Supplier has an obligation under the Contract, any plan, preparation or engagement in any such activity or interest shall not occur without prior written approval of the State. Any conflict of interest shall, at the sole discretion of the State, be grounds for partial or whole termination of the Contract.

13 Assignment and Permitted Subcontractors

- 13.1** Supplier's obligations under the Contract may not be assigned or transferred to any other person or entity without the prior written consent of the State which may be withheld at the State's sole discretion. Should Supplier assign its rights to payment, in whole or in part, under the Contract, Supplier shall provide the State and all affected Customers with written notice of the assignment. Such written notice shall be delivered timely and contain details sufficient for affected Customers to perform payment obligations without any delay caused by the assignment.
- 13.2** Notwithstanding the foregoing, the Contract may be assigned by Supplier to any corporation or other entity in connection with a merger, consolidation, sale of all equity interests of the Supplier, or a sale of all or substantially all of the assets of the Supplier to which the Contract relates. In any such case, said corporation or other entity shall by operation of law or expressly in writing assume all obligations of the Supplier as fully as if it had been originally made a party to the Contract. Supplier shall give the State and all affected Customers prior written notice of said assignment. Any assignment or delegation in violation of this subsection shall be void.
- 13.3** If the Supplier is permitted to utilize subcontractors in support of the Contract, the Supplier shall remain solely responsible for its obligations under the terms of the Contract, for its actions and omissions and those of its agents, employees and subcontractors and for payments to such persons or entities. Prior to a

subcontractor being utilized by the Supplier, the Supplier shall obtain written approval of the State of such subcontractor and each employee, as applicable to a particular Acquisition, of such subcontractor proposed for use by the Supplier. Such approval is within the sole discretion of the State. Any proposed subcontractor shall be identified by entity name, and by employee name, if required by the particular Acquisition, in the applicable proposal and shall include the nature of the services to be performed. As part of the approval request, the Supplier shall provide a copy of a written agreement executed by the Supplier and subcontractor setting forth that such subcontractor is bound by and agrees, as applicable, to perform the same covenants and be subject to the same conditions and make identical certifications to the same facts and criteria, as the Supplier under the terms of all applicable Contract Documents. Supplier agrees that maintaining such agreement with any subcontractor and obtaining prior written approval by the State of any subcontractor and associated employees shall be a continuing obligation. The State further reserves the right to revoke approval of a subcontractor or an employee thereof in instances of poor performance, misconduct or for other similar reasons.

- 13.4** All payments under the Contract shall be made directly to the Supplier, except as provided in subsection A above regarding the Supplier's assignment of payment. No payment shall be made to the Supplier for performance by unapproved or disapproved employees of the Supplier or a subcontractor.
- 13.5** Rights and obligations of the State or a Customer under the terms of this Contract may be assigned or transferred, at no additional cost, to other Customer entities.

14 Background Checks and Criminal History Investigations

Prior to the commencement of any services, background checks and criminal history investigations of the Supplier's employees and subcontractors who will be providing services may be required and, if so, the required information shall be provided to the State in a timely manner. Supplier's access to facilities, data and information may be withheld prior to completion of background verification acceptable to the State. The costs of additional background checks beyond Supplier's normal hiring practices shall be the responsibility of the Customer unless such additional background checks are required solely because Supplier will not provide results of its otherwise acceptable normal background checks; in such an instance, Supplier shall pay for the additional background checks. Supplier will coordinate with the State and its employees to complete the necessary background checks and criminal history investigations. Should any employee or subcontractor of the Supplier who will be providing services under the Contract not be acceptable as a result of the background check or criminal history investigation, the Customer may require replacement of the employee or

subcontractor in question and, if no suitable replacement is made within a reasonable time, terminate the purchase order or other payment mechanism associated with the project or services.

15 Patents and Copyrights

Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract infringes that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier.

16 Indemnification

16.1 Acts or Omissions

- A.** Supplier shall defend and indemnify the Indemnified Parties, as applicable, for any and all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising out of, or resulting from any action or claim for bodily injury, death, or property damage brought against any of the Indemnified parties to the extent arising from any negligent act or omission or willful misconduct of the Supplier or its agents, employees, or subcontractors in the execution or performance of the Contract.
- B.** To the extent Supplier is found liable for loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents,

representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.

16.2 Infringement

Supplier shall indemnify the Indemnified Parties, as applicable, for all liability, claims, damages, losses, costs, expenses, demands, suits and actions of third parties (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification) arising from or in connection with Supplier's breach of its representations and warranties in the Contract or alleged infringement of any patent, intellectual property, copyright or other property right in connection with a product or service provided under the Contract. Supplier's duty under this section is reduced to the extent a claimed infringement results from: (a) a Customer's or user's content; (b) modifications by Customer or third party to a product delivered under the Contract or combinations of the product with any non-Supplier-provided services or products unless Supplier recommended or participated in such modification or combination; (c) use of a product or service by Customer in violation of the Contract unless done so at the direction of Supplier, or (d) a non-Supplier product that has not been provided to the State by, through or on behalf of Supplier as opposed to its combination with products Supplier provides to or develops for the State or a Customer as a system.

16.3 Notice and Cooperation

In connection with indemnification obligations under the Contract, the parties agree to furnish prompt written notice to each other of any third-party claim. Any Customer affected by the claim will reasonably cooperate with Supplier and defense of the claim to the extent its interests are aligned with Supplier. Supplier shall use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim against Indemnified Parties that are not a State agency, where relief against the Indemnified Parties is limited to monetary damages that are paid by the defending party under indemnification provisions of the Contract.

16.4 Coordination of Defense

In connection with indemnification obligations under the Contract, when a State agency is a named defendant in any filed or threatened lawsuit, the defense of the State agency shall be coordinated by the Attorney General of Oklahoma, or the Attorney General may authorize the Supplier to control the defense and any related settlement negotiations; provided, however, Supplier shall not agree to any settlement of claims against the State without obtaining advance written concurrence from the Attorney General. If the Attorney General does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall have authorization to equally participate in any proceeding related to the indemnity obligation under the Contract and shall remain responsible to indemnify the applicable Indemnified Parties.

16.5 Limitation of Liability

- A.** With respect to any claim or cause of action arising under or related to the Contract, neither the State nor any Customer shall be liable to Supplier for lost profits, lost sales or business expenditures, investments, or commitments in connection with any business, loss of any goodwill, or for any other indirect, incidental, punitive, special or consequential damages, even if advised of the possibility of such damages.
- B.** Notwithstanding anything to the contrary in the Contract, no provision shall limit damages, expenses, costs, actions, claims, and liabilities arising from or related to property damage, bodily injury or death caused by Supplier or its employees, agents or subcontractors; indemnity, security or confidentiality obligations under the Contract; the bad faith, negligence, intentional misconduct or other acts for which applicable law does not allow exemption from liability of Supplier or its employees, agents or subcontractors.
- C.** The limitation of liability and disclaimers set forth in the Contract will apply regardless of whether Customer has accepted a product or service. The parties agree that Supplier has set its fees and entered into the Contract in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties and form an essential basis of the bargain between the parties. These limitations shall apply notwithstanding any failure of essential purpose of any limited remedy.

17 Termination for Funding Insufficiency

- 17.1** Notwithstanding anything to the contrary in any Contract Document, the State may terminate the Contract in whole or in part if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. In the event of such insufficiency, Supplier will be provided at least fifteen (15) calendar days' written notice of termination. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated. The determination by the State of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.
- 17.2** Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contractor certain obligations are terminated shall be refunded.
- 17.3** The State's exercise of its right to terminate the Contract under this section shall not be considered a default or breach under the Contract or relieve the Supplier of any liability for claims arising under the Contract.

18 Termination for Cause

- 18.1** Supplier may terminate the Contract if (i) it has provided the State with written notice of material breach and (ii) the State fails to cure such material breach within thirty (30) days of receipt of written notice. If there is more than one Customer, material breach by a Customer does not give rise to a claim of material breach as grounds for termination by Supplier of the Contract as a whole. The State may terminate the Contract in whole or in part if (i) it has provided Supplier with written notice of material breach, and (ii) Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. Any partial termination of the Contract under this section shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that are not terminated.
- 18.2** The State may terminate the Contract in whole or in part immediately without a thirty (30) day written notice to Supplier if (i) Supplier fails to comply with

confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract; (ii) Supplier's material breach is reasonably determined to be an impediment to the function of the State and detrimental to the State or to cause a condition precluding the thirty (30) day notice or (iii) when the State determines that an administrative error in connection with award of the Contract occurred prior to Contract performance.

18.3 Upon receipt of notice of a termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination is not an exclusive remedy but is in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

18.4 The Supplier's repeated failure to provide an acceptable product or service; Supplier's unilateral revision of linked or supplemental terms that have a materially adverse impact on a Customer's rights or obligations under the Contract (except as required by a governmental authority); actual or anticipated failure of Supplier to perform its obligations under the Contract; Supplier's inability to pay its debts when due; assignment for the benefit of Supplier's creditors; or voluntary or involuntary appointment of a receiver or filing of bankruptcy of Supplier shall constitute a material breach of the Supplier's obligations, which may result in partial or whole termination of the Contract. This subsection is not intended as an exhaustive list of material breach conditions. Termination may also result from other instances of failure to adhere to the Contract provisions and for other reasons provided for by applicable law, rules or regulations; without limitation, OAC 260:115-9-9 is an example.

19 Termination for Convenience

19.1 The State may terminate the Contract, in whole or in part, for convenience if it is determined that termination is in the State's best interest. In the event of a termination for convenience, Supplier will be provided at least thirty (30) days'

written notice of termination. Any partial termination of the Contract shall not be construed as a waiver of, and shall not affect, the rights and obligations of any party regarding portions of the Contract that remain in effect.

- 19.2** Upon receipt of notice of such termination, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to the effective date of termination, the termination does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract or for any damages or other amounts caused by or associated with such termination. Such termination shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees that are unused when the Contract or certain obligations are terminated shall be refunded. Termination of the Contract under this section, in whole or in part, shall not relieve the Supplier of liability for claims arising under the Contract.

20 Suspension of Supplier

- 20.1** Supplier may be subject to Suspension without advance notice and may additionally be suspended from activities under the Contract if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements applicable to Supplier's performance or obligations under the Contract.
- 20.2** Upon receipt of a notice pursuant to this section, Supplier shall immediately comply with the notice terms and take all necessary steps to minimize the incurrence of costs allocable to the work affected by the notice. If a purchase order or other payment mechanism has been issued and a product or service has been accepted as satisfactory prior to receipt of notice by Supplier, the Suspension does not relieve an obligation to pay for the product or service but there shall not be any liability for further payments ordinarily due under the Contract during a period of Suspension or suspended activity or for any damages or other amounts caused by or associated with such Suspension or suspended activity. A right exercised under this section shall not be an exclusive remedy but shall be in addition to any other rights and remedies provided for by law. Any amount paid to Supplier in the form of prepaid fees attributable to a period of Suspension or suspended activity shall be refunded.
- 20.3** Such Suspension may be removed, or suspended activity may resume, at the earlier of such time as a formal notice is issued that authorizes the resumption

of performance under the Contract or at such time as a purchase order or other appropriate encumbrance document is issued. This subsection is not intended to operate as an affirmative statement that such resumption will occur.

21 Certification Regarding Debarment, Suspension, and Other Responsibility Matters

The certification made by Supplier with respect to Debarment, Suspension, certain indictments, convictions, civil judgments and terminated public contracts is a material representation of fact upon which reliance was placed when entering into the Contract. A determination that Supplier knowingly rendered an erroneous certification, in addition to other available remedies, may result in whole or partial termination of the Contract for Supplier's default. Additionally, Supplier shall promptly provide written notice to the State Purchasing Director if the certification becomes erroneous due to changed circumstances.

22 Certification Regarding State Employees Prohibition From Fulfilling Services

Pursuant to 74 O.S. § 85.42, the Supplier certifies that no person involved in any manner in development of the Contract employed by the State shall be employed to fulfill any services provided under the Contract.

23 Force Majeure

23.1 Either party shall be temporarily excused from performance to the extent delayed as a result of unforeseen causes beyond its reasonable control including fire or other similar casualty, act of God, strike or labor dispute, war or other violence, or any law, order or requirement of any governmental agency or authority provided the party experiencing the force majeure event has prudently and promptly acted to take any and all steps within the party's control to ensure continued performance and to shorten duration of the event. If a party's performance of its obligations is materially hindered as a result of a force majeure event, such party shall promptly notify the other party of its best reasonable assessment of the nature and duration of the force majeure event and steps it is taking, and plans to take, to mitigate the effects of the force majeure event. The party shall use commercially reasonable best efforts to continue performance to the extent possible during such event and resume full performance as soon as reasonably practicable.

23.2 Subject to the conditions set forth above, non-performance as a result of a force majeure event shall not be deemed a default. However, a purchase order or other payment mechanism may be terminated if Supplier cannot cause delivery of a product or service in a timely manner to meet the business needs of Customer. Supplier is not entitled to payment for products or services not

received and, therefore, amounts payable to Supplier during the force majeure event shall be equitably adjusted downward.

23.3 Notwithstanding the foregoing or any other provision in the Contract, (i) the following are not a force majeure event under the Contract: (a) shutdowns, disruptions or malfunctions in Supplier's system or any of Supplier's telecommunication or internet services other than as a result of general and widespread internet or telecommunications failures that are not limited to Supplier's systems or (b) the delay or failure of Supplier or subcontractor personnel to perform any obligation of Supplier hereunder unless such delay or failure to perform is itself by reason of a force majeure event and (ii) no force majeure event modifies or excuses Supplier's obligations related to confidentiality, indemnification, data security or breach notification obligations set forth herein.

24 Security of Property and Personnel

In connection with Supplier's performance under the Contract, Supplier may have access to Customer personnel, premises, data, records, equipment and other property. Supplier shall use commercially reasonable best efforts to preserve the safety and security of such personnel, premises, data, records, equipment, and other property of Customer. Supplier shall be responsible for damage to such property to the extent such damage is caused by its employees or subcontractors and shall be responsible for loss of Customer property in its possession, regardless of cause. If Supplier fails to comply with Customer's security requirements, Supplier is subject to immediate suspension of work as well as termination of the associated purchase order or other payment mechanism.

25 Notices

All notices, approvals or requests allowed or required by the terms of any Contract Document shall be in writing, reference the Contract with specificity and deemed delivered upon receipt or upon refusal of the intended party to accept receipt of the notice. In addition to other notice requirements in the Contract and the designated Supplier contact provided in a successful Bid, notices shall be sent to the State at the physical address set forth below. Notice information may be updated in writing to the other party as necessary. Notwithstanding any other provision of the Contract, confidentiality, breach and termination-related notices shall not be delivered solely via e-mail.

If sent to the State:

State Purchasing Director
5005 North Lincoln Boulevard, Suite 300

Oklahoma City, Oklahoma 73105

With a copy, which shall not constitute notice, to:

Purchasing Division Deputy General Counsel
5005 North Lincoln Boulevard, Suite 300
Oklahoma City, Oklahoma 73105

26 Miscellaneous

26.1 Choice of Law and Venue

Any claim, dispute, or litigation relating to the Contract Documents, in the singular or in the aggregate, shall be governed by the laws of the State without regard to application of choice of law principles. Pursuant to 74 O.S. §85.14, where federal granted funds are involved, applicable federal laws, rules and regulations shall govern to the extent necessary to insure benefit of such federal funds to the State. Venue for any action, claim, dispute, or litigation relating in any way to the Contract Documents, shall be in Oklahoma County, Oklahoma.

26.2 No Guarantee of Products or Services Required

The State shall not guarantee any minimum or maximum amount of Supplier products or services required under the Contract.

26.3 Employment Relationship

The Contract does not create an employment relationship. Individuals providing products or performing services pursuant to the Contract are not employees of the State or Customer and, accordingly are not eligible for any rights or benefits whatsoever accruing to such employees.

26.4 Transition Services

If transition services are needed at the time of Contract expiration or termination, Supplier shall provide such services on a month-to-month basis, at the contract rate or other mutually agreed rate. Supplier shall provide a proposed transition plan, upon request, and cooperate with any successor supplier and with establishing a mutually agreeable transition plan. Failure to cooperate may be documented as poor performance of Supplier.

26.5 Publicity

The existence of the Contract or any Acquisition is in no way an endorsement of Supplier, the products or services and shall not be so construed by Supplier

in any advertising or publicity materials. Supplier agrees to submit to the State all advertising, sales, promotion, and other publicity matters relating to the Contract wherein the name of the State or any Customer is mentioned or language used from which, in the State's judgment, an endorsement may be inferred or implied. Supplier further agrees not to publish or use such advertising, sales promotion, or publicity matter or release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the Contract or any Acquisition hereunder without obtaining the prior written approval of the State.

26.6 Open Records Act

Supplier acknowledges that all State agencies and certain other Customers are subject to the Oklahoma Open Records Act set forth at 51 O.S. §24A-1 *et seq.* Supplier also acknowledges that compliance with the Oklahoma Open Records Act and all opinions of the Oklahoma Attorney General concerning the Act is required.

26.7 Failure to Enforce

Failure by the State or a Customer at any time to enforce a provision of, or exercise a right under, the Contract shall not be construed as a waiver of any such provision. Such failure to enforce or exercise shall not affect the validity of any Contract Document, or any part thereof, or the right of the State or a Customer to enforce any provision of, or exercise any right under, the Contract at any time in accordance with its terms. Likewise, a waiver of a breach of any provision of a Contract Document shall not affect or waive a subsequent breach of the same provision or a breach of any other provision in the Contract.

26.8 Mutual Responsibilities

- A.** No party to the Contract grants the other the right to use any trademarks, trade names, other designations in any promotion or publication without the express written consent by the other party.
- B.** The Contract is a non-exclusive contract and each party is free to enter into similar agreements with others.
- C.** The Customer and Supplier each grant the other only the licenses and rights specified in the Contract and all other rights and interests are expressly reserved.
- D.** The Customer and Supplier shall reasonably cooperate with each other and any Supplier to which the provision of a product and/or service

under the Contract may be transitioned after termination or expiration of the Contract.

- E. Except as otherwise set forth herein, where approval, acceptance, consent, or similar action by a party is required under the Contract, such action shall not be unreasonably delayed or withheld.

26.9 Invalid Term or Condition

To the extent any term or condition in the Contract conflicts with a compulsory applicable State or United States law or regulation, such Contract term or condition is void and unenforceable. By executing any Contract Document which contains a conflicting term or condition, no representation or warranty is made regarding the enforceability of such term or condition. Likewise, any applicable State or federal law or regulation which conflicts with the Contract or any non-conflicting applicable State or federal law or regulation is not waived.

26.10 Severability

If any provision of a Contract Document, or the application of any term or condition to any party or circumstances, is held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable and the application of such provision to other parties or circumstances shall remain valid and in full force and effect. If a court finds that any provision of this contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

26.11 Section Headings

The headings used in any Contract Document are for convenience only and do not constitute terms of the Contract.

26.12 Sovereign Immunity

Notwithstanding any provision in the Contract, the Contract is entered into subject to the State's Constitution, statutes, common law, regulations, and the doctrine of sovereign immunity, none of which are waived by the State nor any other right or defense available to the State.

26.13 Survival

As applicable, performance under all license, subscription, service agreements, statements of work, transition plans and other similar Contract Documents

entered into between the parties under the terms of the Contract shall survive Contract expiration. Additionally, rights and obligations under the Contract which by their nature should survive including, without limitation, certain payment obligations invoiced prior to expiration or termination; confidentiality obligations; security incident and data breach obligations and indemnification obligations, remain in effect after expiration or termination of the Contract.

26.14 Entire Agreement

The Contract Documents taken together as a whole constitute the entire agreement between the parties. No statement, promise, condition, understanding, inducement or representation, oral or written, expressed or implied, which is not contained in a Contract Document shall be binding or valid. The Supplier's representations and certifications, including any completed electronically, are incorporated by reference into the Contract.

26.15 Gratuities

The Contract may be immediately terminated, in whole or in part, by written notice if it is determined that the Supplier, its employee, agent, or another representative violated any federal, State or local law, rule or ordinance by offering or giving a gratuity to any State employee directly involved in the Contract. In addition, Suspension or Debarment of the Supplier may result from such a violation.

26.16 Import/Export Controls

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under the Contract (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

EXHIBIT C

STATE OF OKLAHOMA INFORMATION TECHNOLOGY TERMS

The parties further agree to the following terms (“Information Technology Terms”), as applicable, for any Acquisition of products or services with an information technology or telecommunication component. Pursuant to the Oklahoma Information Technology Consolidation and Coordination Act, OMES-Information Services (“OMES-IS”) is designated to purchase information technology and telecommunication products and services on behalf of the State. The Act directs OMES-IS to acquire necessary hardware, software and services and to authorize the use by other State agencies. OMES, as the owner of information technology and telecommunication assets and contracts on behalf of the State, allows other State agencies to use the assets while retaining ownership and the right to reassign the assets, at no additional cost, upon written notification to Supplier. OMES-IS is the data custodian for State agency data; however, such data is owned by the respective State agency.

1 Definitions

- 1.1 **COTS** means software that is commercial off the shelf.
- 1.2 **Customer Data** means all data supplied by or on behalf of a Customer in connection with the Contract, excluding any confidential information of Supplier.
- 1.3 **Data Breach** means the unauthorized access by an unauthorized person that results in the use, disclosure or theft of Customer Data.
- 1.4 **Host** includes the terms **Hosted** or **Hosting** and means the accessing, processing or storing of Customer Data.
- 1.5 **Intellectual Property Rights** means the worldwide legal rights or interests evidenced by or embodied in any idea, design, concept, personality right, method, process, technique, apparatus, invention, discovery or improvement including any patents, trade secrets and know-how; any work of authorship including any copyrights, Moral Rights or neighboring rights; any trademark, service mark, trade dress, trade name or other indicia of source or origin; domain name registrations; and any other proprietary or similar rights. Intellectual Property Rights of a party also includes all worldwide legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
- 1.6 **Moral Rights** means any and all rights of paternity or integrity of the Work Product and the right to object to any modification, translation or use of the Work Product and any similar rights existing under the judicial or statutory law of any country in the world or under any treaty, regardless of whether or not such right is denominated or referred to as a moral right.
- 1.7 **Non-Public Data** means Customer Data, other than Personal Data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential

by Customer because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information. Non-Public Data includes any data deemed confidential pursuant to the Contract, otherwise identified by Customer as Non-Public Data, or that a reasonable person would deem confidential.

- 1.8 Personal Data** means Customer Data that contains 1) any combination of an individual's name, social security numbers, driver's license, state/federal identification number, account number, credit or debit card number and/or 2) data subject to protection under a federal, state or local law, rule, regulation or ordinance.
- 1.9 Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with the Hosted environment used to perform the services.
- 1.10 State CIO** means the State Chief Information Officer or authorized designee.
- 1.11 Supplier Intellectual Property** means all tangible or intangible items or things, including the Intellectual Property Rights therein, created or developed by Supplier and identified in writing as such (a) prior to providing any services or Work Product to Customer and prior to receiving any documents, materials, information or funding from or on behalf of a Customer relating to the services or Work Product, or (b) after the effective date of the Contract if such tangible or intangible items or things were independently developed by Supplier outside Supplier's provision of services or Work Product for Customer under the Contract and were not created, prepared, developed, invented or conceived by any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.
- 1.12 Third Party Intellectual Property** means the Intellectual Property Rights of any third party that is not a party to the Contract, and that is not directly or indirectly providing any goods or services to a Customer under the Contract.
- 1.13 Work Product** means any and all deliverables produced by Supplier for Customer under a statement of work issued pursuant to the Contract, including any and all tangible or intangible items or things that have been or will be prepared, created, developed, invented or conceived at any time following the effective date of the Contract, including but not limited to any (i) works of authorship (such as manuals, instructions, printed material, graphics, artwork, images, illustrations, photographs, computer programs, computer software, scripts, object code, source code or other programming code, HTML code, flow charts, notes, outlines, lists, compilations, manuscripts, writings, pictorial materials, schematics, formulae, processes, algorithms, data, information, multimedia files, text web pages or web sites, other written or machine readable expression of such works fixed in any tangible media, and all other copyrightable works), (i) trademarks, service marks, trade dress, trade names, logos, or other indicia of source or origin, (iii) ideas, designs, concepts,

personality rights, methods, processes, techniques, apparatuses, inventions, formulas, discoveries, or improvements, including any patents, trade secrets and know-how, (iv) domain names, (v) any copies, and similar or derivative works to any of the foregoing, (vi) all documentation and materials related to any of the foregoing, (vii) all other goods, services or deliverables to be provided to Customer under the Contract or statement of work, and (viii) all Intellectual Property Rights in any of the foregoing, and which are or were created, prepared, developed, invented or conceived for the use of benefit of Customer in connection with this Contract or a statement of work, or with funds appropriated by or for Customer or Customer's benefit: (a) by any Supplier personnel or Customer personnel, or (b) any Customer personnel who then became personnel to Supplier or any of its affiliates or subcontractors, where, although creation or reduction-to-practice is completed while the person is affiliated with Supplier or its personnel, any portion of same was created, invented or conceived by such person while affiliated with Customer.

2 Termination of Maintenance and Support Services

Customer may terminate maintenance or support services without an adjustment charge, provided any of the following circumstances occur:

- 2.1** Customer removes the product for which the services are provided, from productive use or;
- 2.2** The location at which the services are provided is no longer controlled by Customer (for example, because of statutory or regulatory changes or the sale or closing of a facility).

If Customer chooses to renew maintenance or support after maintenance has lapsed, Customer may choose to pay the additional fee, if any, associated with renewing a license after such maintenance or support has lapsed, or to purchase a new license. Any amount paid to Supplier in the form of prepaid fees that are unused when services under the Contract or purchase order are terminated shall be refunded to Customer.

3 Compliance and Electronic and Information Technology Accessibility

State procurement of information technology is subject to certain federal and State laws, rules and regulations related to information technology accessibility, including but not limited to Oklahoma Information Technology Accessibility Standards ("Standards") set forth at <https://omes.ok.gov/services/information-services/accessibility-standards>. Supplier shall provide a Voluntary Product Accessibility Template ("VPAT") describing accessibility compliance via a URL linking to the VPAT and shall update the VPAT as necessary in order to allow a Customer to obtain current VPAT information as required by State law. If products require development or customization, additional requirements and documentation may be required and compliance shall be necessary by Supplier. Such requirements may be stated in appropriate documents including but not limited to a statement of work, riders, agreement, purchase order or Addendum.

All representations contained in the VPAT provided will be relied upon by the State or a Customer, as applicable, for accessibility compliance purposes.

4 Media Ownership (Disk Drive and/or Memory Chip Ownership)

- 4.1** Any disk drives and memory cards purchased with or included for use in leased or purchased products under the Contract remain the property of the Customer.
- 4.2** Personal information may be retained within electronic media devices and components; therefore, electronic media shall not be released either between Customers or for the resale, of refurbished equipment that has been in use by a Customer, by the Supplier to the general public or other entities. This provision applies to replacement devices and components, whether purchased or leased, supplied by Supplier, its agents or subcontractors during the downtime (repair) of products purchased or leased through the Contract. If a device is removed from a location for repairs, the Customer shall have sole discretion, prior to removal, to determine and implement sufficient safeguards (such as a record of hard drive serial numbers) to protect personal information that may be stored within the hard drive or memory of the device.

5 Offshore Services

No offshore services are provided for under the Contract. State data shall not be used or accessed internationally for troubleshooting or any other use not specifically provided for herein without the prior written permission, which may be withheld in the State's sole discretion, from the appropriate authorized representative of the State. Notwithstanding the above, back office administrative functions of the Supplier may be located offshore and the follow-the-sun support model may be used by the Supplier to the extent allowed by law applicable to any Customer data being accessed or used.

6 Compliance with Technology Policies

- 6.1** The Supplier agrees to adhere to the State of Oklahoma "Information Security Policy, Procedures, and Guidelines" available at https://omes.ok.gov/s/g/files/gmc316/f/InfoSecPPG_0.pdf.

Supplier's employees and subcontractors shall adhere to the applicable State IT Standard Methodologies and Templates including but not limited to Project Management, Business Analysis, System Analysis, Enterprise and IT Architecture, Quality, Application and Security Methodologies and Templates as set forth at <http://eclipse.omes.ok.gov>.

- 6.2** Supplier shall comply with applicable Federal Information Processing Standards including, without limitation, FIPS 200, FIPS 140-2 or successor standards and all recommendations from the National Institute of Standards and Technology. The confidentiality of Customer Data shall be protected and maintained in accordance with these standards as well as other applicable Customer standards.

- 6.3** Supplier shall comply with the CJIS Security Policy as more particularly described at Appendix 2 attached hereto and incorporated herein.

7 Emerging Technologies

The State of Oklahoma reserves the right to enter into an Addendum to the Contract at any time to allow for emerging technologies not identified elsewhere in the Contract Documents if there are repeated requests for such emerging technology or the State determines it is warranted to add such technology.

8 Extension Right

In addition to extension rights of the State set forth in the Contract, the State CIO reserves the right to extend any Contract if the State CIO determines such extension to be in the best interest of the State.

9 Source Code Escrow

Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following:

- 9.1** A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer;
- 9.2** An assignment by the Supplier for the benefit of its creditors;
- 9.3** A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature;
- 9.4** The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date;
- 9.5** The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property;
- 9.6** The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency;
- 9.7** Supplier's ceasing of maintenance and support of the software; or
- 9.8** Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law.

10 Commercial Off The Shelf Software

If Supplier specifies terms and conditions or clauses in an electronic license, subscription, maintenance, support or similar agreement that conflict with the terms of this Contract, the additional terms and conditions or conflicting clauses shall not be binding on the State and the provisions of this Contract shall prevail.

11 Ownership Rights

Any software developed by the Supplier under the terms of the Contract is for the sole and exclusive use of the State including but not limited to the right to use, reproduce, re-use, alter, modify, edit, or change the software as it sees fit and for any purpose. Moreover, except with regard to any deliverable based on Supplier Intellectual Property, the State shall be deemed the sole and exclusive owner of all right, title, and interest therein, including but not limited to all source data, information and materials furnished to the State, together with all plans, system analysis, and design specifications and drawings, completed programs and documentation thereof, reports and listing, all data and test procedures and all other items pertaining to the work and services to be performed pursuant to this Contract including all copyright and proprietary rights relating thereto. With respect to Supplier Intellectual Property, the Supplier grants the State, for no additional consideration, a perpetual, irrevocable, royalty-free license, solely for the internal business use of the State, to use, copy, modify, display, perform, transmit and prepare derivative works of Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Except for any Supplier Intellectual Property, all work performed by the Supplier of developing, modifying or customizing software and any related supporting documentation shall be considered as Work for Hire (as defined under the U.S. copyright laws) and, as such, shall be owned by and for the benefit of State.

In the event that it should be determined that any portion of such software or related supporting documentation does not qualify as “Work for Hire”, Supplier hereby irrevocably grants to the State, for no additional consideration, a non-exclusive, irrevocable, royalty-free license to use, copy, modify, display, perform, transmit and prepare derivative works of any such software and any Supplier Intellectual Property embodied in or delivered to the State in conjunction with the products.

Supplier shall assist the State and its agents, upon request, in preparing U.S. and foreign copyright, trademark, and/or patent applications covering software developed, modified or customized for the State. Supplier shall sign any such applications, upon request, and deliver them to the State. The State shall bear all expenses that incurred in connection with such copyright, trademark, and/or patent applications.

If any Acquisition pursuant to this Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation owned by the State may be

shared with other publicly funded agencies at the discretion of the State without permission from or additional compensation to the Supplier.

12 Intellectual Property Ownership

The following terms apply to ownership and rights related to Intellectual Property:

- 12.1** As between Supplier and Customer, the Work Product and Intellectual Property Rights therein are and shall be owned exclusively by Customer, and not Supplier. Supplier specifically agrees that the Work Product shall be considered “works made for hire” and that the Work Product shall, upon creation, be owned exclusively by Customer. To the extent that the Work Product, under applicable law, may not be considered works made for hire, Supplier hereby agrees that all right, title and interest in and to all ownership rights and all Intellectual Property Rights in the Work Product is hereby effectively transferred, granted, conveyed, assigned and relinquished exclusively to Customer, without the necessity of any further consideration, and Customer shall be entitled to obtain and hold in its own name all Intellectual Property Rights in and to the Work Product. Supplier acknowledges that Supplier and Customer do not intend Supplier to be a joint author of the Work Product within the meaning of the Copyright Act of 1976. Customer shall have access, during normal business hours (Monday through Friday, 8:00 a.m. to 5:00 p.m.) and upon reasonable prior notice to Supplier, to all Supplier materials, premises and computer files containing the Work Product. Supplier and Customer, as appropriate, will cooperate with one another and execute such other documents as may be reasonably appropriate to achieve the objectives herein. No license or other right is granted under the Contract to any Third Party Intellectual Property, except as may be incorporated in the Work Product by Supplier.
- 12.2** Supplier, upon request and without further consideration, shall perform any acts that may be deemed reasonably necessary or desirable by Customer to evidence more fully the transfer of ownership and/or registration of all Intellectual Property Rights in all Work Product to Customer to the fullest extent possible including, but not limited to, the execution, acknowledgement and delivery of such further documents in a form determined by Customer. In the event Customer shall be unable to obtain Supplier’s signature due to the dissolution of Supplier or Supplier’s failure to respond to Customer’s repeated requests for such signature on any document reasonably necessary for any purpose set forth in the foregoing sentence, Supplier hereby irrevocably designates and appoints Customer and its duly authorized officers and agents as Supplier’s agent and Supplier’s attorney-in-fact to act for and in Supplier’s behalf and stead to execute and file any such document and to do all other lawfully permitted acts to further any such purpose with the same force and effect as if executed and delivered by Supplier, provided however that no such grant of right to Customer is applicable if Supplier fails to execute any document due to a good faith dispute by Supplier with respect to such document. It is understood that such power is coupled with an interest and is therefore irrevocable. Customer shall have the full and sole power to prosecute such applications and to take all other action concerning the Work Product, and Supplier shall cooperate, at Customer’s sole expense, in the preparation and

prosecution of all such applications and in any legal actions and proceedings concerning the Work Product.

- 12.3** Supplier hereby irrevocably and forever waives, and agrees never to assert, any Moral Rights in or to the Work Product which Supplier may now have or which may accrue to Supplier's benefit under U.S. or foreign copyright or other laws and any and all other residual rights and benefits which arise under any other applicable law now in force or hereafter enacted. Supplier acknowledges the receipt of equitable compensation for its assignment and waiver of such Moral Rights.
- 12.4** All documents, information and materials forwarded to Supplier by Customer for use in and preparation of the Work Product shall be deemed the confidential information of Customer, subject to the license granted by Customer to Supplier hereunder. Supplier shall not otherwise use, disclose, or permit any third party to use or obtain the Work Product, or any portion thereof, in any manner without the prior written approval of Customer.
- 12.5** These provisions are intended to protect Customer's proprietary rights pertaining to the Work Product and the Intellectual Property Rights therein and any misuse of such rights would cause substantial and irreparable harm to Customer's business. Therefore, Supplier acknowledges and stipulates that a court of competent jurisdiction may immediately enjoin a material breach of the Supplier's obligations with respect to confidentiality provisions of the Contract and the Work Product and a Customer's Intellectual Property Rights, upon a request by Customer, without requiring proof of irreparable injury, as same is presumed.
- 12.6** Upon the request of Customer, but in any event upon termination or expiration of this Contract or a statement of work, Supplier shall surrender to Customer all documents and things pertaining to the Work Product, generated or developed by Supplier or furnished by Customer to Supplier, including all materials embodying the Work Product, any Customer confidential information and Intellectual Property Rights in such Work Product, regardless of whether complete or incomplete. This section is intended to apply to all Work Product as well as to all documents and things furnished to Supplier by Customer or by anyone else that pertains to the Work Product.
- 12.7** Customer hereby grants to Supplier a non-transferable, non-exclusive, royalty-free, fully paid license to use any Work Product solely as necessary to provide services to Customer. Except as provided in this section, neither Supplier nor any subcontractor shall have the right to use the Work Product in connection with the provision of services to its other customers without the prior written consent of Customer, which consent may be withheld in Customer's sole discretion.
- 12.8** To the extent that any Third Party Intellectual Property is embodied or reflected in the Work Product or is necessary to provide services, Supplier shall obtain from the applicable third party for the Customer's benefit, an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for Customer's internal business purposes; likewise, with respect to any Supplier Intellectual Property embodied or reflected in the Work Product or

necessary to provide services, Supplier grants to Customer an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license, solely for the Customer's internal business purposes. Each such license shall allow the applicable Customer to (i) use, copy, modify, display, perform (by any means), transmit and prepare derivative works of any Third Party Intellectual Property or Supplier Intellectual Property embodied in or delivered to Customer in conjunction with the Work Product and (ii) authorize others to do any or all of the foregoing. Supplier agrees to notify Customer on delivery of the Work Product or services if such materials include any Third Party Intellectual Property. The foregoing license includes the right to sublicense third parties, solely for the purpose of engaging such third parties to assist or carry out Customer's internal business use of the Work Product. Except for the preceding license, all rights in Supplier Intellectual Property remain in Supplier. On request, Supplier shall provide Customer with documentation indicating a third party's written approval for Supplier to use any Third Party Intellectual Property that may be embodied or reflected in the Work Product.

- 12.9** Supplier agrees that it shall have written agreement(s) that are consistent with the provisions hereof related to Work Product and Intellectual Property Rights with any employees, agents, consultants, contractors or subcontractors providing services or Work Product pursuant to the Contract, prior to the provision of such services or Work Product and that it shall maintain such written agreements at all times during performance of this Contract which are sufficient to support all performance and grants of rights by Supplier. Copies of such agreements shall be provided to the Customer promptly upon request.
- 12.10** To the extent not inconsistent with Customer's rights in the Work Product or other provisions, nothing in this Contract shall preclude Supplier from developing for itself, or for others, materials which are competitive with those produced as a result of the services provided under the Contract, provided that no Work Product is utilized, and no Intellectual Property Rights of Customer therein are infringed by such competitive materials. To the extent that Supplier wishes to use the Work Product or acquire licensed rights in certain Intellectual Property Rights of Customer therein in order to offer competitive goods or services to third parties, Supplier and Customer agree to negotiate in good faith regarding an appropriate license and royalty agreement to allow for such.
- 12.11** If any Acquisition pursuant to the Contract is funded wholly or in part with federal funds, the source code and all associated software and related documentation and materials owned by a Customer may be shared with other publicly funded agencies at the discretion of such Customer without permission from or additional compensation to the Supplier.

13 Hosting Services

- 13.1** If Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract Hosts Customer Data in connection with an Acquisition, the provisions of Appendix 1, attached hereto and incorporated herein, apply to such Acquisition.

13.2 If the Hosting of Customer Data by Supplier or its subcontractor, affiliate or any other person or entity providing products or services under the Contract contributes to or directly causes a Data Breach, Supplier shall be responsible for the obligations set forth in Appendix 1 related to breach reporting requirements and associated costs. Likewise if such Hosting contributes to or directly causes a Security Incident, Supplier shall be responsible for the obligations set forth in Appendix 1, as applicable.

14 Change Management

When a scheduled change is made to products or services provided to a Customer that impacts the Customer's system related to such product or service, Supplier shall provide two (2) weeks' prior written notice of such change. When the change is an emergency change, Supplier shall provide twenty-four (24) hours' prior written notice of the change. Repeated failure to provide such notice may be an evaluation factor (as indicative of Supplier's past performance) upon renewal or if future bids submitted by Supplier are evaluated by the State.

15 Service Level Deficiency

In addition to other terms of the Contract, in instances of the Supplier's repeated failure to provide an acceptable level of service or meet service level agreement metrics, service credits shall be provided by Supplier and may be used as an offset to payment due.

16 Notices

In addition to notice requirements under the terms of the Contract otherwise, the following individuals shall also be provided the request, approval or notice, as applicable:

Chief Information Officer
3115 N. Lincoln Blvd
Oklahoma City, OK 73105

With a copy, which shall not constitute notice, to:

Information Services Deputy Counsel
3115 North Lincoln Boulevard
Oklahoma City, Oklahoma 73105

Appendix 1 to State of Oklahoma Information Technology Terms

The parties agree to the following provisions in connection with any Customer Data accessed, processed or stored by or on behalf of the Supplier and the obligations, representations and warranties set forth below shall continue as long as the Supplier has an obligation under the Contract

A. Customer Data

1. Customer will be responsible for the accuracy and completeness of all Customer Data provided to Supplier by Customer. Customer shall retain exclusive ownership of all Customer Data. Non-Public Data and Personal Data shall be deemed to be Customer's confidential information. Supplier shall restrict access to Customer Data to their employees with a need to know (and advise such employees of the confidentiality and non-disclosure obligations assumed herein).
2. Supplier shall promptly notify the Customer upon receipt of any requests from unauthorized third parties which in any way might reasonably require access to Customer Data or Customer's use of the Hosted environment. Supplier shall notify the Customer by the fastest means available and also in writing pursuant to Contract notice provisions and the notice provision herein. Except to the extent required by law, Supplier shall not respond to subpoenas, service or process, Freedom of Information Act or other open records requests, and other legal request related to Customer without first notifying the Customer and obtaining the Customer's prior approval, which shall not be unreasonably withheld, of Supplier's proposed responses. Supplier agrees to provide its completed responses to the Customer with adequate time for Customer review, revision and approval.
3. Supplier will use commercially reasonable efforts to prevent the loss of or damage to Customer Data in its possession and will maintain commercially reasonable back-up procedures and copies to facilitate the reconstruction of any Customer Data that may be lost or damaged by Supplier. Supplier will promptly notify Customer of any loss, damage to, or unauthorized access of Customer Data. Supplier will use commercially reasonable efforts to reconstruct any Customer Data that has been lost or damaged by Supplier as a result of its negligence or willful misconduct. If Customer Data is lost or damaged for reasons other than as a result of Supplier's negligence or willful misconduct, Supplier, at the Customer's expense, will, at the request of the State, use commercially reasonable efforts to reconstruct any Customer Data lost or damaged.

B. Data Security

1. Supplier will use commercially reasonable efforts, consistent with industry standards, to provide security for the Hosted environment and Customer Data and to protect against both unauthorized access to the Hosting environment, and unauthorized communications between the Hosting environment and the Customer's browser. Supplier shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public

Data. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind.

2. All Personal Data and Non-public Data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of Personal Data.
3. Supplier represents and warrants to the Customer that the Hosting equipment and environment will be routinely checked with a commercially available, industry standard software application with up-to-date virus definitions. Supplier will regularly update the virus definitions to ensure that the definitions are as up-to-date as is commercially reasonable. Supplier will promptly purge all viruses discovered during virus checks. If there is a reasonable basis to believe that a virus may have been transmitted to Customer by Supplier, Supplier will promptly notify Customer of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Supplier has used to remediate the virus. Should the virus propagate to Customer's IT infrastructure, Supplier is responsible for costs incurred by Customer for Customer to remediate the virus.
4. Supplier shall provide its services to Customer and its users solely from data centers in the U.S. Storage of Customer Data at rest shall be located solely in data centers in the U.S. Supplier shall not allow its personnel or contractors to store Customer Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Supplier shall permit its personnel and contractors to access Customer Data remotely only as required to fulfill Supplier's obligations under the Contract.
5. Supplier shall allow the Customer to audit conformance to the Contract terms. The Customer may perform this audit or contract with a third party at its discretion and at Customer's expense.
6. Supplier shall perform an independent audit of its data centers at least annually at its expense and provide a redacted version of the audit report upon request. Supplier may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit.
7. Any remedies provided in this Appendix are not exclusive and are in addition to other rights and remedies available under the terms of the Contract, at law or in equity.

C. Security Assessment

1. The State requires any entity or third-party Supplier Hosting Oklahoma Customer Data to submit to a State Certification and Accreditation Review process to assess initial security risk. Supplier submitted to the review and met the State's minimum security standards at time the Contract was executed. Failure to maintain the State's minimum security standards

during the term of the contract, including renewals, constitutes a material breach. Upon request, the Supplier shall provide updated data security information in connection with a potential renewal. If information provided in the security risk assessment changes, Supplier shall promptly notify the State and include in such notification the updated information; provided, however, Supplier shall make no change that results in lessened data protection or increased data security risk. Failure to provide the notice required by this section or maintain the level of security required in the Contract constitutes a material breach by Supplier and may result in a whole or partial termination of the Contract.

2. Any Hosting entity change must be approved in writing prior to such change. To the extent Supplier requests a different sub-contractor than the third-party Hosting Supplier already approved by the State, the different sub-contractor is subject to the State's approval. Supplier agrees not to migrate State's data or otherwise utilize the different third-party Hosting Supplier in connection with key business functions that are Supplier's obligations under the contract until the State approves the third-party Hosting Supplier's State Certification and Accreditation Review, which approval shall not be unreasonably withheld or delayed. In the event the third-party Hosting Supplier does not meet the State's requirements under the State Certification and Accreditation Review, Supplier acknowledges and agrees it will not utilize the third-party Supplier in connection with key business functions that are Supplier's obligations under the contract, until such third party meets such requirements.

D. Security Incident or Data Breach Notification: Supplier shall inform Customer of any Security Incident or Data Breach.

1. Supplier may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as mutually agreed upon, defined by law or contained in the Contract. If a Security Incident involves Customer Data, Supplier will coordinate with Customer prior to any such communication.
2. Supplier shall report a Security Incident to the Customer identified contact set forth herein within five (5) days of discovery of the Security Incident or within a shorter notice period required by applicable law or regulation (i.e. HIPAA requires notice to be provided within 24 hours).
3. Supplier shall:
 - a. Maintain processes and procedures to identify, respond to and analyze Security Incidents;
 - b. Make summary information regarding such procedures available to Customer at Customer's request;
 - c. Mitigate, to the extent practicable, harmful effects of Security Incidents that are known to Supplier; and

d. Document all Security Incidents and their outcomes.

4. If Supplier has reasonable belief or actual knowledge of a Data Breach, Supplier shall (1) promptly notify the appropriate Customer identified contact set forth herein within 24 hours or sooner, unless shorter time is required by applicable law, and (2) take commercially reasonable measures to address the Data Breach in a timely manner.

E. **Breach Responsibilities:** This section only applies when a Data Breach occurs with respect to Personal Data or Non-Public Data within the possession or control of Supplier.

1. Supplier shall (1) cooperate with Customer as reasonably requested by Customer to investigate and resolve the Data Breach, (2) promptly implement necessary remedial measures, if necessary, and (3) document responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
2. Unless otherwise stipulated, if a Data Breach is a direct result of Supplier's breach of its obligation to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall bear the costs associated with (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators or others required by state law; (3) credit monitoring services required by state or federal law; (4) a website or toll-free numbers and call center for affected individuals required by state law – all not to exceed the agency per record per person cost calculated for data breaches in the United States on the most recent Cost of Data breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach; and (5) complete all corrective actions as reasonably determined by Supplier based on root cause.
3. If a Data Breach is a direct result of Supplier's breach of its obligations to encrypt Personal Data and Non-Public Data or otherwise prevent its release, Supplier shall indemnify and hold harmless the Customer against all penalties assessed to Indemnified Parties by governmental authorities in connection with the Data Breach.

F. **Notices**

In addition to notice requirements under the terms of the Contract and those set forth above, a request, an approval or a notice in connection with this Appendix provided by Supplier shall be provided to:

Chief Information Security Officer

3115 N. Lincoln Blvd

Oklahoma City, OK 73105

and

servicedesk@omes.ok.gov.

G. Supplier Representations and Warranties

Supplier represents and warrants the following:

1. The product and services provided in connection with Hosting services do not infringe a third party's patent or copyright or other intellectual property rights.
2. Supplier will protect Customer's Non-Public Data and Personal Data from unauthorized dissemination and use with the same degree of care that each such party uses to protect its own confidential information and, in any event, will use no less than a reasonable degree of care in protecting such confidential information.
3. The execution, delivery and performance of the Contract and any ancillary documents and the consummation of the transactions contemplated by the Contract or any ancillary documents by Supplier will not violate, conflict with, or result in a breach of any provision of, or constitute a default (or an event which, with notice or lapse of time or both, would constitute a default) under, or result in the termination of, any written contract or other instrument between Supplier and any third parties retained or utilized by Supplier to provide goods or services for the benefit of the Customer.
4. Supplier shall not knowingly upload, store, post, e-mail or otherwise transmit, distribute, publish or disseminate to or through the Hosting environment any material that contains software viruses, malware or other surreptitious code designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment or circumvent any "copy-protected" devices, or any other harmful or disruptive program.

H. Indemnity

Supplier agrees to defend, indemnify and hold the State, its officers, directors, employees, and agents harmless from all liabilities, claims, damages, losses, costs, expenses, demands, suits and actions (including without limitation reasonable attorneys' fees and costs required to establish the right to indemnification), excluding damages that are the sole fault of Customer, arising from or in connection with Supplier's breach of its express representations and warranties in these Information Technology Terms and the Contract. If a third party claims that any portion of the products or services provided by Supplier under the terms of another Contract Document or these Information Technology Terms infringes that party's patent or copyright, Supplier shall defend, indemnify and hold harmless the State and Customer against the claim at Supplier's expense and pay all related costs, damages, and attorney's fees incurred by or assessed to, the State and/or Customer. The State and/or Customer shall promptly notify Supplier of any third party claims and to the extent authorized by the Attorney General of the State, allow Supplier to control the defense and any related settlement negotiations. If the Attorney General of the State does not authorize sole control of the defense and settlement negotiations to Supplier, Supplier shall be granted authorization to equally participate in any proceeding related to this section but Supplier shall remain responsible to indemnify Customer and the State for all associated costs, damages and fees incurred by or assessed to the State and/or Customer. Should the software become, or in Supplier's

opinion, be likely to become the subject of a claim or an injunction preventing its use as contemplated in connection with Hosting services, Supplier may, at its option (i) procure for the State the right to continue using the software or (ii) replace or modify the software with a like or similar product so that it becomes non-infringing.

I. Termination, Expiration and Suspension of Service

1. During any period of service suspension, Supplier shall not take any action to intentionally disclose, alter or erase any Customer Data.

2. In the event of a termination or expiration of the Contract, the parties further agree:

Supplier shall implement an orderly return of Customer Data in a format specified by the Customer and, as determined by the Customer:

- a. return the Customer Data to Customer at no additional cost, at a time agreed to by the parties and the subsequent secure disposal of State Data;
- b. transitioned to a different Supplier at a mutually agreed cost and in accordance with a mutually agreed data transition plan and the subsequent secure disposal of State Data or
- c. a combination of the two immediately preceding options.

3. Supplier shall not take any action to intentionally erase any Customer Data for a period of:

- a. 10 days after the effective date of termination, if the termination is in accordance with the contract period;
- b. 30 days after the effective date of termination, if the termination is for convenience; or
- c. 60 days after the effective date of termination, if the termination is for cause.

After such period, Supplier shall, unless legally prohibited or otherwise stipulated, delete all Customer Data in its systems or otherwise in its possession or under its control.

4. The State shall be entitled to any post termination or expiration assistance generally made available with respect to the services.

5. Disposal by Supplier of Customer Data in all of its forms, such as disk, CD/DVD, backup tape and paper, when requested by the Customer, shall be performed in a secure manner. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to Customer within thirty (30) calendar day of its request for disposal of data.

Appendix 2 to State of Oklahoma Information Technology Terms

INTRODUCTION

The use and maintenance of all items of software or equipment offered for purchase herein must be in compliance with the most current version of the U.S. Department of Justice, Federal Bureau of Investigation (“FBI”), Criminal Justice Information Services (CJIS) Division’s CJIS Security Policy (“CJIS Security Policy” or “Security Policy” herein).

The Entity or Affiliate acquiring the data or system is hereby ultimately responsible for compliance with the CJIS Security Policy and will be subject to an audit by the State of Oklahoma CJIS Systems Officer (“CSO”) and the FBI CJIS Division’s Audit Staff.

CJIS SECURITY POLICY REQUIREMENTS GENERALLY

The CJIS Security Policy outlines a number of administrative, procedural, and technical controls agencies must have in place to protect Criminal Justice Information (“CJI”). Our experience is that agencies will generally have many of the administrative and procedural controls in place but will need to implement additional technical safeguards in order to be in complete compliance with the mandate. A Criminal Justice Agency (“CJA”) and certain other governmental agencies procuring technology equipment and services that could be used in hosting or connecting or transmitting or receiving CJI data may need to use the check list herein to make sure that the software, equipment, location, security, and persons having the ability to access CJI will meet the CJIS requirements per the then current CJIS Security Policy. A completed Appendix H to said Security Policy will need to be signed by Vendor or a 3rd party if it has access to CJI, such as incident to the maintenance or support of the purchased hardware or software within which resides CJI. **Per Appendix “A” to said Security Policy, “access to CJI is the physical or logical (electronic) ability, right or privilege to view, modify or make use of CJI.”**

DIRECTIVE CONCERNING ACCESS TO CRIMINAL JUSTICE INFORMATION AND TO HARDWARE OR SOFTWARE WHICH INTERACTS WITH CJI and CERTIFICATION

The FBI CJIS Division provides state-of-the-art identification and information services to the local, state, tribal, federal, and international criminal justice communities for criminal justice purposes, as well as the noncriminal justice communities for noncriminal justice purposes.

This Directive primarily concerns access to CJI and access to hardware and software in the use, retention, transmission, reception, and hosting of CJI for criminal justice purposes and not for noncriminal justice purposes. In that regard, this Directive is not only applicable to such data, but also to the hardware and software interacting with such data, their location(s), and persons having the ability to access such data. The CJIS data applicable to the Security Policy is the data described as such in said Policy **plus all data transmitted over the Oklahoma Law Enforcement Telecommunications System (“OLETS”) which is operated by DPS.**

In order to have access to CJI or to the aforesaid hardware or software, the vendor must be familiar with the FBI CJIS Security Policy, including but not limited to the following portions of said Security Policy:

1. the Definitions and Acronyms in §3 & Appendices “A” & “B”;

2. the general policies in §4;
3. the Policies in §5;
4. the appropriate forms in Appendices “D”, “E”, “F” & “H”; and
5. the Supplemental Guidance in Appendices “J” & “K”.

This FBI Security Policy is located and may be downloaded at: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>.

By executing the Contract to which this Directive is attached, the vendor hereby CERTIFIES that the foregoing directive has and will be followed, including but not limited to full compliance with the FBI CJIS Security Policy, as amended and as applicable.

Policy Requirement Checklist		Compliance checklist –
Policy Area 1	Information Exchange Agreements	
Policy Area 2	Security Awareness Training	
Policy Area 3	Incident Response	
Policy Area 4	Auditing and Accountability	
Policy Area 5	Access Control	
Policy Area 6	Identification and Authentication	
Policy Area 7	Configuration Management	
Policy Area 8	Media Protection	
Policy Area 9	Physical Protection	
Policy Area 10	Systems and Communications Protection and Information Integrity	
Policy Area 11	Formal Audits	
Policy Area 12	Personnel Security	

EXHIBIT D

OKLAHOMA STATEWIDE CONTRACT TERMS

1. Statewide Contract Type

- 1.1** The Contract is a non-mandatory statewide contract for use by State agencies. Additionally, the Contract may be used by any governmental entity specified as a political subdivision of the State pursuant to the Governmental Tort Claims Act including any associated institution, instrumentality, board, commission, committee, department or other entity designated to act on behalf of the political subdivision; a state, county or local governmental entity in its state of origin; and entities authorized to utilize contracts by the State via a multistate or multigovernmental contract.
- 1.2** The Contract is a firm, fixed price contract for indefinite delivery and quantity for the Acquisitions available under the Contract.

2. Orders and Addendums

- 2.1** Unless mutually agreed in writing otherwise, orders shall be placed directly with the Supplier by issuance of written purchase orders or by Purchase Card by state agencies and other authorized entities. All orders are subject to the Contract terms and any order dated prior to Contract expiration shall be performed. Delivery to multiple destinations may be required.
- 2.2** Any ordering document shall be effective between Supplier and the Customer only and shall not be an Addendum to the Contract in its entirety or apply to any Acquisition by another Customer.
- 2.3** Additional terms added to a Contract Document by a Customer shall be effective if the additional terms do not conflict with the General Terms and are acceptable to Supplier. However, an Addendum to the Contract shall be signed by the State Purchasing Director or designee. Regarding information technology and telecommunications contracts, pursuant to 62 O.S., §34.11.1, the Chief Information Officer acts as the Information Technology and Telecommunications Purchasing Director.

3. Termination for Funding Insufficiency

In addition to Contract terms relating to termination due to insufficient funding, a Customer may terminate any purchase order or other payment mechanism if funds sufficient to pay obligations under the Contract are not appropriated or received from an intended third-party funding source. The determination by the Customer of insufficient funding shall be accepted by, and shall be final and binding on, the Supplier.

4. Termination for Cause

In addition to Contract terms relating to termination for cause, a customer may terminate its obligations, in whole or in part, to Supplier if it has provided Supplier with written notice of material breach and Supplier fails to cure such material breach within thirty (30) days of receipt of written notice. The Customer may also terminate a purchase order or other payment mechanism or Supplier's activities under the Contract immediately without a thirty (30) day written notice to Supplier, if Supplier fails to comply with confidentiality, privacy, security, environmental or safety requirements if such non-compliance relates or may relate to Supplier provision of products or services to the Customer or if Supplier's material breach is reasonably determined (i) to be an impediment to the function of the Customer and detrimental to the Customer, or (ii) when conditions preclude the thirty (30) day notice.

5. Termination for Convenience

In addition to any termination for convenience provisions in the Contract, a Customer may terminate a purchase order or other payment mechanism for convenience if it is determined that termination is in the Customer's best interest. Supplier will be provided at least thirty (30) days' written notice of termination.

6. Contract Management Fee and Usage Report

6.1 Pursuant to 74 O.S. § 85.33A, the State assesses a contract management fee on all transactions under a statewide contract. The payment of such fee will be calculated for all transactions, net of returns and the Supplier has no right of setoff against such fee regardless of the payment status of any Customer or any aggregate accounts receivable percentage. Supplier acknowledges and agrees that all prices quoted under any statewide contract shall include the contract management fee and the contract

management fee shall not be reflected as a separate line item in Supplier's billing. The State reserves the right to change this fee upward or downward upon sixty (60) calendar days' written notice to Supplier without further requirement for an Addendum.

6.2 While Supplier is the awardee of a statewide contract, transactions that occur under the terms of the statewide contract are subject to a one percent (1%) contract management fee to be paid by Supplier. Supplier shall submit a Contract Usage Report on a quarterly basis for each contract using a form provided by the State and such report shall include applicable information for each transaction. Reports shall include usage of the statewide contract by every Customer during the applicable quarter. A singular report provided late will not be considered a breach of the statewide contract; provided, however, repeated failure to submit accurate quarterly usage reports and submit timely payments may result in suspension or termination, in whole or in part, of the Contract.

6.3 All Contract Usage Reports shall meet the following criteria:

- i.** Electronic submission in Microsoft Excel format to strategic.sourcing@omes.ok.gov;
- ii.** Quarterly submission regardless of whether there were transactions under the Contract during the applicable quarterly reporting period;
- iii.** Submission no later than forty-five (45) days following the end of each calendar quarter;
- iv.** Contract quarterly reporting periods shall be as follows:
 - a.** January 01 through March 31;
 - b.** April 01 through June 30;
 - c.** July 01 through September 30; and
 - d.** October 01 through December 31.
- v.** Reports must include the following information:

- a. Procuring entity;
- b. Order date;
- c. Purchase Order number or note that the transaction was paid by Purchase Card;
- d. City in which products or services were received or specific office or subdivision title;
- e. Product manufacturer or type of service;
- f. Manufacturer item number, if applicable;
- g. Product description;
- h. General product category, if applicable;
- i. Quantity;
- j. Unit list price or MSRP, as applicable;
- k. Unit price charged to the purchasing entity; and
- l. Other Contract usage information requested by the State.

6.4 Payment of the contract management fee shall be delivered to the following address within forty-five (45) calendar days after the end of each quarterly reporting period:

State of Oklahoma
Office of Management and Enterprise Services, Central Purchasing
2401 North Lincoln Boulevard, Suite 116
Oklahoma City, Oklahoma 73105

To ensure payment is properly accounted for, Supplier shall provide the following information with payment: (i) reference to the applicable Contract Usage Report and quarterly reporting period and (ii) the applicable statewide contract number(s) and the amount of the contract management fee being paid for each contract number.

**Exhibit F to
STATE OF OKLAHOMA CONTRACT WITH MOTOROLA SOLUTIONS, INC.
RESULTING FROM SOLICITATION NO. OK-MA-145-21**

Negotiated Exceptions to the Solicitation

The Solicitation is hereby amended as set forth below and supersedes all prior Exceptions submitted by Motorola Solutions, Inc. or discussed by the parties.

ANY REQUESTED EXCEPTIONS NOT APPEARING BELOW HAVE BEEN DECLINED BY THE STATE

RFP Section	Exception
Request for Proposal Document 0900000504, (Professional and Technical Special Insurance Requirements, Section 2.1.17, pg. 13)	Section 2.1.17 shall be modified pursuant to the following redlines: Awarded suppliers will be expected to provide professional and technical, Errors and Omissions, including Network Security and Privacy Liability Insurance, written as a standalone policy or on another form of liability coverage. This policy will provide coverage for all claims the supplier may face legal obligations to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under the contract. Upon award, Supplier is required to carry the following minimum limits: a. \$5,000,000.00 – per claim or event Professional Liability (Errors & Omissions) general annual aggregate for malpractice or errors and omissions coverage against liability for damages because of negligent acts, errors, and omissions related to this Master Agreement. b. \$5,000,000 - Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with coverage of no less than \$5,000,000 per occurrence. Any deductible will be the sole responsibility of the Supplier. Date of coverage shall begin as of the effective date of this Contract and Supplier shall maintain such insurance for a period of at least three (3) years following expiration or termination of contract. If such insurance is discontinued, extended reporting period coverage must be obtained. Upon notification of award, and within seven (7) calendar days of notification, the awarded vendor(s) must provide a Certificate of Insurance with the coverage and amounts mentioned above. Any contract awarded will not be fully executed until the Certificate of Insurance has been received and approved by the Lead State. The State(s) reserve the right to rescind the contract award if certificate of insurance has not been received within the required time.
Attachment A, NASPO Terms, Term of Master Agreement, Section 2.1	Section 2.1 is deleted in its entirety and replaced with the following: Initial Term. The initial term of this Master Agreement shall begin on the date of award and run through June 30, 2025. The term of this Master Agreement may be amended beyond the initial term for three (3) additional years at the Lead State's

RFP Section	Exception
	discretion and by mutual agreement and upon review of requirements of Participating Entities, current market conditions, and Contractor performance.
Attachment A, NASPO Terms, Order of Precedence, Order, Section 3.1	This subsection shall be deleted in its entirety.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 9.5.3, pg. 13)	Section 9.5.3 shall be modified as follows: Upon rejection, the Contractor will have thirty (30) calendar days to cure. If after the cure period, the Product still has not met the standard of performance or specifications, the Purchasing Entity may, at its option: (a) declare Contractor to be in breach and terminate the Order; (b) request a suitable replacement, if one is available and can be provided or, (c) continue the cure period for an additional time period agreed upon by the Purchasing Entity and the Contractor.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 10.1, pg. 13)	Section 10.1 is deleted in its entirety and replaced with the following: Unless stated otherwise in Motorola's bid, the included and incorporated warranties set forth in the enclosed Master Customer Agreement and its Addenda are the complete warranties for the products, equipment, software and services provided under the contract and are given in lieu of all other warranties. Motorola disclaims all other warranties or conditions, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 10.2, pg. 13)	Section 10.2 is deleted in its entirety and replaced with the following: Unless stated otherwise in Motorola's bid, the included and incorporated warranties set forth in the enclosed Master Customer Agreement and its Addenda are the complete warranties for the products, equipment, software and services provided under the contract and are given in lieu of all other warranties. Motorola disclaims all other warranties or conditions, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.

RFP Section	Exception
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 11.1, pg. 14)	Section 11.1 shall be modified to add the following clarification: Conveyance of Title. Upon Acceptance by the Purchasing Entity, Contractor shall convey to Purchasing Entity title to the Product as applicable free and clear of all liens, encumbrances, or other security interests. Title to Software will not pass to Purchasing Entity at any time.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 11.3, pg. 14)	Section 11.3 is deleted in its entirety and replaced with the following: Motorola's Equipment Purchase Software License Addendum (EPSLA) section 3, Licensed Software License and Restrictions will apply. For subscription software, Motorola's Subscription Software Addendum (SSA) section 3, Subscription Software License and Restrictions will apply.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 12.1, pg. 14)	Section 12.1 shall be modified pursuant to the following redlines: The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, and Purchasing Entities, along with their officers and employees ("Indemnified Party"), from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to property to the extent caused by any acts or omissions of Contractor or its agents, employees, subcontractors, or suppliers of subcontractors in the execution or performance of the Master Agreement, Participating Addendum and any Purchase Orders issued under the Participating Addendum except to the extent the claim arises solely from the negligent act or omission or willful misconduct of Indemnified Party or its agents, employees, or subcontractors. Contractor's duties under this Section 12.1 – General Indemnity are conditioned upon: (a) Indemnified Party promptly notifying Contractor in writing of the Claim; and (b) Contractor having sole control of the defense, to the extent Indemnified Party allows Contractor to control the defense and any related settlement negotiations. If the Indemnified Party does not, or cannot, authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall be granted authorization to equally participate in any proceeding related to this section but Contractor shall remain responsible to indemnify the State to the extent applicable for associated costs, expenses and attorney fees; a; and (c) if the Indemnified Party authorizes Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise, Indemnified Party cooperating with Contractor and, if requested by Contractor, providing reasonable assistance in the defense of the Claim.

RFP Section	Exception
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 12.2, pg. 14-15)	Section 12.2 shall be modified pursuant to the following redlines: Intellectual Property Indemnification. The Contractor shall defend, indemnify and hold harmless NASPO, NASPO ValuePoint, the Lead State, Participating Entities, Purchasing Entities, along with their officers and employees ("Indemnified Party"), against any third-party claim alleging that a Contractor developed or manufactured Product or Service (the "Infringing Product") directly infringes a United States patent or copyright ("Infringement Claim"), and Contractor will pay all damages finally awarded against Indemnified Party by a court of competent jurisdiction for an Infringement Claim, or agreed to in writing by Motorola in settlement of an Infringement Claim. Contractor's duties under this Section 12.2 – Intellectual Property Infringement are conditioned upon: (a) Customer promptly notifying Contractor in writing of the Infringement Claim; and (b) Contractor having sole control of the defense, to the extent the Indemnified Party allows Contractor to control the defense and any related settlement negotiations. If the Indemnified Party does not, or cannot, authorize sole control of the defense and settlement negotiations to Contractor, Contractor shall be granted authorization to equally participate in any proceeding related to this section but Contractor shall remain responsible to indemnify the Indemnified Party to the extent applicable for associated costs, expenses and attorney fees; and (c) if the Indemnified Party authorizes Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise, Indemnified Party cooperating with Contractor and, if requested by Contractor, providing reasonable assistance in the defense of the Infringement Claim. If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for Customer the right to continue using the Infringing Product; (b) replace or modify the Infringing Product so that it becomes non-infringing; or (c) grant Indemnified Party (i) a pro-rated refund of any amounts pre-paid for the Infringing Product (if the Infringing Product is a software Product, i.e., Licensed Software or Subscription Software) or (ii) a credit for the Infringing Product, less an agreed upon reasonable charge for depreciation (if the Infringing Product is Equipment, including Equipment with embedded software). Additionally, Contractor will have no duty to defend or indemnify Indemnified Party for any Infringement Claim that arises from or is based upon: (a) Customer Data, Customer-Provided Equipment, Non-Contractor Content, or third-party equipment, hardware, software, data, or other third-party materials; (b) a Product or Service designed, modified, or manufactured in accordance with Purchasing Entity's designs, specifications, guidelines or instructions; (c) a modification of the Product or Service by a party other than Contractor; (d) use of the Product or Service in a manner for which the Product or Service was not designed or that is inconsistent with the terms of this Master Agreement; or (e) the failure by Purchasing Entity to use or install an update to the Product or Service that is intended to correct the claimed infringement. Unless otherwise stated, the capitalized terms within this section shall be accorded their definitions as specified under Contractor's Master Customer Agreement and related Addendum submitted with Contractor's response to the Solicitation.

RFP Section	Exception
	For clarity, the rights and remedies provided in this Section are subject to, and limited by, the restrictions set forth in Section 12.2.6 – Limitation of Liability below.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 12.2.2, pg. 15)	Section 12.2.2 shall be deleted and in its entirety and replaced with the following: The Indemnified Party shall notify in writing the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of the Intellectual Property Claim. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 12.2, pg. 14-15)	Section 12.2.4 shall be modified pursuant to the following redlines: 12.2.4. In no event will Contractor's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Contractor from Purchasing Entity from sales or license of the Infringing Product.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (New Subsection 12.2.5, pg. 14-15)	Section 12.2.5 shall be added as follows: To the extent permitted by law, this Section 12.2 – Intellectual Property Indemnification provides Indemnified Party's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and	Section 12.2.6 (Limitation of Liability) shall be added as follows: <u>A.</u> DISCLAIMER OF CONSEQUENTIAL DAMAGES. EXCEPT FOR PERSONAL INJURY OR DEATH, OR ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY, CONTRACTOR, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS, AND ASSIGNS

RFP Section	Exception
Conditions (New Subsection 12.2.6, pg. 14-15)	(COLLECTIVELY, THE “CONTRACTOR PARTIES”) WILL NOT BE LIABLE IN CONNECTION WITH THIS AGREEMENT (WHETHER UNDER CONTRACTOR’S INDEMNITY OBLIGATIONS, A CAUSE OF ACTION FOR BREACH OF CONTRACT, UNDER TORT THEORY, OR OTHERWISE) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS OR REVENUES, EVEN IF CONTRACTOR HAS BEEN ADVISED BY CUSTOMER OR ANY THIRD PARTY OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES AND WHETHER OR NOT SUCH DAMAGES OR LOSSES ARE FORESEEABLE. B. <u>DIRECT DAMAGES.</u> EXCEPT FOR PERSONAL INJURY, DIRECT PROPERTY DAMAGE, OR DEATH OR ACTS FOR WHICH APPLICABLE LAW DOES NOT ALLOW EXEMPTION FROM LIABILITY, THE TOTAL AGGREGATE LIABILITY OF THE CONTRACTOR PARTIES, WHETHER BASED ON A CLAIM IN CONTRACT OR IN TORT, LAW OR EQUITY, RELATING TO OR ARISING OUT OF THE MASTER AGREEMENT, ANY PARTICIPATING ADDENDUM, ORDER OR PURCHASE ORDER WILL NOT EXCEED THE GREATER OF (i) THE TOTAL FEES SET FORTH IN THE ORDERING DOCUMENT UNDER WHICH THE CLAIM AROSE OR (ii) THE TOTAL AGGREGATE LIABILITY OF \$ 5,000,000. NOTWITHSTANDING THE FOREGOING, FOR ANY SUBSCRIPTION SOFTWARE OR FOR ANY RECURRING SERVICES, THE CONTRACTOR PARTIES’ TOTAL LIABILITY FOR ALL CLAIMS RELATED TO SUCH PRODUCT OR RECURRING SERVICES IN THE AGGREGATE WILL NOT EXCEED THE GREATER OF (i) THE TOTAL FEES PAID FOR SUCH SUBSCRIPTION SOFTWARE OR RECURRING SERVICE, AS APPLICABLE, DURING THE CONSECUTIVE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE OR (ii) THE TOTAL AGGREGATE LIABILITY OF \$ 5,000,000.00. IF THE TOTAL ANNUAL SALES FOR THIS CONTRACT EXCEEDS \$5,000,000.00, THE TOTAL AGGREGATE LIABILITY WILL BE ADJUSTED TO 1X THE TOTAL FEES PAID IN THE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT FROM WHICH THE FIRST CLAIM AROSE. ALL CLAIMS FROM NASPO, NASPO VALUEPOINT, THE LEAD STATE, PARTICIPATING ENTITIES AND PURCHASING ENTITIES SHALL BE SUBJECT TO THIS COLLECTIVE MASTER AGREEMENT LIABILITY CAP. NOTWITHSTANDING THE FOREGOING, CONTRACTOR SHALL REMAIN RESPONSIBLE AS APPLICABLE FOR ASSOCIATED COURT COSTS AND ATTORNEY FEES WHEN CONTRACTOR ASSUMES CONTROL OF THE DEFENSES. C. <u>ADDITIONAL EXCLUSIONS.</u> NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CONTRACTOR WILL HAVE NO LIABILITY FOR DAMAGES ARISING OUT OF (A) ANY OTHER DATA AVAILABLE THROUGH THE PRODUCTS OR SERVICES; (B)

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	PURCHASING ENTITY-PROVIDED EQUIPMENT, NON-CONTRACTOR CONTENT, THE SITES, OR THIRD-PARTY EQUIPMENT, HARDWARE, SOFTWARE, DATA, OR OTHER THIRD-PARTY MATERIALS, OR THE COMBINATION OF PRODUCTS AND SERVICES WITH ANY OF THE FOREGOING; (C) MODIFICATION OF PRODUCTS OR SERVICES BY ANY PERSON OTHER THAN CONTRACTOR; (D) RECOMMENDATIONS PROVIDED IN CONNECTION WITH OR BY THE PRODUCTS AND SERVICES; (E) DATA RECOVERY SERVICES OR DATABASE MODIFICATIONS; OR (F) PURCHASING ENTITY'S OR ANY AUTHORIZED USER'S BREACH OF THIS AGREEMENT OR MISUSE OF THE PRODUCTS AND SERVICES.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Insurance, Section 13.3, pg. 16)	Section 13.3 shall be modified pursuant to the following redlines: Coverage. Coverage must be written on an occurrence basis. The minimum acceptable limits will be as indicated below: 13.3.1 Contractor shall maintain Commercial General Liability insurance covering premises operations, independent contractors, products and completed operations, blanket contractual liability, personal injury (including death), advertising liability, and property damage, with a limit of \$1 million per occurrence and \$2 million general aggregate; 13.3.2 Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Insurance, Section 13.5, pg. 16)	Section 13.5 shall be modified pursuant to the following redlines: Notice of Endorsement. Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) provides that written notice of cancellation will be delivered in accordance with the policy provisions, and (2) provides that the Contractor's liability insurance policy will be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, other state Participating Entities' rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions	Section 14.1.1 shall be modified pursuant to the following redlines: The Contractor shall maintain books, records, documents, and other evidence pertaining to this Master Agreement and Orders placed by Purchasing Entities under it to the extent and in such detail as will adequately reflect performance and administration of payments and fees. Contractor shall permit the Lead State, a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books,

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(Section 14.1.1, pg. 17)	documents, papers and records directly pertinent to this Master Agreement, or orders placed by a Purchasing Entity under it, for the purpose of making audits, examinations, excerpts, and transcriptions This right will survive for a period of six (6) years following termination of this Agreement or final payment for any order placed by a Purchasing Entity against this Master Agreement, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder. Contractor's books and records provided pursuant to this provision shall not be disclosed to any other third party without the express written permission of Contractor. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any product cost data which it considers confidential or proprietary to MSI. The parties agree that transactions and pricing provided under this Master Agreement are not confidential or proprietary to Contractor and may be publicly disclosed in accordance with applicable law.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 14.3.1, pg. 20)	Section 14.3.1 shall be modified to add the following: Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this Master Agreement, in whole or in part, without the prior written approval of the Lead State. Except that Contractor may assign or otherwise transfer this Master Agreement or any of its rights or obligations under this Master Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to a subsidiary corporation.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 14.4, pg. 20)	Section 14.4 shall be modified as follows: 14.4 The Contractor must, within thirty (30) calendar days, notify the Lead State in writing of any changes in the Contractor's key administrative personnel managing the Master Agreement. The Lead State reserves the right to approve or reject changes in key personnel, as identified in the Contractor's proposal. The Contractor shall propose replacement key personnel having substantially equal or better education, training, and experience as was possessed by the key person proposed and evaluated in the Contractor's proposal.
Exhibit A Attachment A NASPO ValuePoint Master Agreement Terms and Conditions (Section 14.8.2, pg.	Section 14.8.2 shall be modified as follows: Contractor will have thirty (30) calendar days to cure the default.

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Exhibit B, State of Oklahoma General Terms, Effectiveness and Order of Priority Section 2.2	This subsection shall be deleted in its entirety.
Exhibit B State of Oklahoma General Terms (Ordering, Inspection, and Acceptance, Section 6.2, pg. 7)	The second paragraph of Section 6.2 is deleted in its entirety. Substitute the following language: Unless stated otherwise in the Contract, the included and incorporated warranties set forth in the enclosed Master Customer Agreement and its Addenda are the complete warranties for the products, equipment, software and services provided under the contract and are given in lieu of all other warranties. Supplier disclaims all other warranties or conditions, express or implied, including the implied warranties of merchantability and fitness for a particular purpose.
Exhibit B State of Oklahoma General Terms (Section 6.2, pg. 7)	Section 6.2, shall be modified to add the following: 6.2 Services will be performed in accordance with industry best practices and are subject to acceptance by the Customer. Notwithstanding any other provision in the Contract, deemed acceptance of a service or associated deliverable shall not apply automatically upon receipt of a deliverable or upon provision of a service. Supplier warrants and represents that a product or deliverable furnished by or through the Supplier shall individually, and where specified by Supplier to perform as a system, be substantially uninterrupted and error-free in operation and guaranteed against faulty material and workmanship for a warranty period of the greater of ninety (90) days from the date of acceptance or the maximum allowed by the manufacturer. A defect in a product or deliverable furnished by or through the Supplier shall be repaired or replaced by Supplier at no additional cost or expense to the Customer if such defect occurs during the warranty period. Any product to be delivered pursuant to the Contract shall be subject to final inspection and acceptance by the Customer at Destination. The Customer assumes no responsibility for a product until accepted by the Customer. Title and risk of loss or damage to a product shall be the responsibility of the Supplier

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	until accepted. The Supplier shall be responsible for filing, processing, and collecting any and all damage claims accruing prior to acceptance. Unless Supplier and Customer agree to the provision of customized software, title to software shall not transfer at any time. Pursuant to OAC 260:115-9-5, payment for an Acquisition does not constitute final acceptance of the Acquisition. If subsequent inspection affirms that the Acquisition does not meet or exceed the specifications of the order or that the Acquisition has a latent defect, the Supplier shall be notified as soon as is reasonably practicable. The Supplier shall retrieve and replace the Acquisition at Supplier's expense or, if unable to replace, shall issue a refund to Customer. Refund under this section shall not be an exclusive remedy.
Exhibit B State of Oklahoma General Terms (Invoices and Payment, Section 7.1.G, pp. 8)	Section 7.1.G shall be modified pursuant to the following redlines: Because funds are typically dedicated to a particular fiscal year, an invoice will be paid only when timely submitted, which shall in no instance be no longer than the time period permitted by Oklahoma law after the end of the fiscal year in which the goods are provided or services performed. Best efforts shall be made to issue this invoice not later than six (6) months after the end of the fiscal year in which the goods are provided or services performed.
Exhibit B State of Oklahoma General Terms (Maintenance of Insurance, Payment of Taxes, and Workers' Compensation, Section 8.1, pp. 9- 10)	Section 8.1 shall be modified pursuant to the following redlines: As a condition of this Contract, Supplier shall procure at its own expense, and provide proof of, insurance coverage with the applicable liability limits set forth below and any approved subcontractor of Supplier shall procure and provide proof of the coverage commensurate with the duties the subcontractor perform under the agreement between Contractor and Subcontractor . The required insurance shall be underwritten by an insurance carrier with an A.M. Best rating of A- or better. Such proof of coverage shall additionally be provided to the Customer if services will be provided by any of Supplier's employees, agents or subcontractors at any Customer premises and/or employer vehicles will be used in connection with performance of Supplier's obligations under the Contract. Supplier may not commence performance hereunder until such proof has been provided. Additionally, Supplier shall ensure each insurance policy includes a thirty (30) day notice of cancellation and name the State and its agencies as certificate holder and shall promptly provide proof to the State of any renewals, or additions to such insurance coverage. Supplier's obligation to maintain insurance coverage under the Contract is a continuing obligation until Supplier has no further obligation under the Contract.

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	Any combination of primary and excess or umbrella insurance may be used to satisfy the limits of coverage for Commercial General Liability, Auto Liability and Employers' Liability. Unless agreed between the parties and approved by the State Purchasing Director, the minimum acceptable insurance limits of liability are as follows: A. Workers' Compensation and Employer's Liability Insurance in accordance with and to the extent required by applicable law; B. Commercial General Liability Insurance covering the risks of personal injury, bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of liability of \$5,000,000 per occurrence; C. Automobile Liability Insurance with limits of liability of not less than \$5,000,000 combined single limit each accident; D. Directors and Officers Insurance which shall include Employment Practices Liability as well as Consultant's Computer Errors and Omissions Coverage, if information technology services are provided under the Contract, with limits not less than \$5,000,000 per occurrence; E. Security and Privacy Liability insurance, including coverage for failure to protect confidential information and failure of the security of Supplier's computer systems that results in unauthorized access to Customer data with limits \$5,000,000 per occurrence; and F. Additional coverage required in writing in connection with a particular Acquisition.
Exhibit B State of Oklahoma General Terms (Confidentiality, Section 11.1, pp. 13-14)	Section 11.1 shall be modified pursuant to the following redlines: The Supplier shall maintain strict security of all State and citizen data and records entrusted to it or to which the Supplier gains access, in accordance with and subject to applicable federal and State laws, rules, regulations, and policies and shall use any such data and records only as necessary for Supplier to perform its obligations under the Contract. The Supplier further agrees to evidence such confidentiality obligation in a separate writing if required under such applicable federal or State laws, rules and regulations. The Supplier warrants and represents that such information shall not be sold, assigned, conveyed, provided, released, disseminated or otherwise disclosed by Supplier, its employees, officers, directors, subsidiaries, affiliates, agents, representatives, assigns, subcontractors, independent contractors, successor or any other persons or entities without Customer's prior express written permission. Supplier shall instruct all such persons and entities that the confidential information shall not be disclosed or used without the Customer's prior express written approval except as necessary for Supplier to render services under the Contract. The Supplier further warrants that it has a tested and proven system in effect designed to protect all confidential information.

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Exhibit B State of Oklahoma General Terms (Confidentiality, Section 11.2, pg. 14)	Section 11.2 shall be modified pursuant to the following redlines: Supplier shall establish, maintain and enforce agreements with all such persons and entities that have access to State and citizen data and records to fulfill Supplier's duties and obligations under the Contract and to specifically prohibit any sale, assignment, conveyance, provision, release, dissemination or other disclosure of any State or citizen data or records except as required by law or allowed by written prior approval of the Customer.
Exhibit B State of Oklahoma General Terms (Confidentiality, Section 11.3, pg. 14)	Section 11.3 shall be modified pursuant to the following redlines: Supplier shall immediately report to the Customer any and all unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of any State or citizen data or records of which it or its parent company, subsidiaries, affiliates, employees, officers, directors, assignees, agents, representatives, independent contractors, and subcontractors is aware or have knowledge or reasonable should have knowledge. The Supplier shall also promptly furnish to Customer full details of the unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination, or attempt thereof, and use its best efforts to assist the Customer in investigating or preventing the reoccurrence of such event in the future. The Supplier shall cooperate with the Customer in connection with any litigation and investigation deemed necessary by the Customer to protect any State or citizen data or records and shall bear all costs associated with the investigation, response and recovery in connection with any breach of State or citizen data or records including but not limited to credit monitoring services with a term of at least three (3) years, all notice-related costs and toll free telephone call center services.
Exhibit B State of Oklahoma General Terms (Confidentiality, Section 11.4, pg. 15)	Section 11.4 shall be modified pursuant to the following redlines: Supplier further agrees to promptly prevent a reoccurrence of any unauthorized use, appropriation, sale, assignment, conveyance, provision, release, access, acquisition, disclosure or other dissemination of State or citizen data or records.
Exhibit B State of Oklahoma General Terms (Confidentiality, Section 11.7, pp. 15-16)	Section 11.7 shall be modified pursuant to the following redlines: Customer may be provided access to Supplier Confidential Information which shall also include Products and Services, and Documentation. State agencies are subject to the Oklahoma Open Records Act and Supplier acknowledges information marked confidential information will be disclosed to the extent permitted under the Open Records Act and in accordance with this section. Nothing herein is intended to waive the State Purchasing Director's authority under OAC 260:115-3-9 in connection with Bid information requested to be held confidential by a Bidder. Notwithstanding the foregoing, Supplier Confidential Information shall not include information that: (i) is or becomes generally known or available by public disclosure, commercial use or otherwise and is not in contravention of this Contract; (ii) is known and has been reduced to tangible form by the receiving party before the time of disclosure for the first time under this Contract and without other obligations of confidentiality; (iii) is independently developed without the use of any of Supplier Confidential Information;

RFP Section	Exception
	(iv) is lawfully obtained from a third party (without any confidentiality obligation) who has the right to make such disclosure or (v) résumé, pricing or marketing materials provided to the State. In addition, the obligations in this section shall not apply to the extent that the applicable law or regulation requires disclosure of Supplier Confidential Information, provided that the Customer provides reasonable written notice, pursuant to Contract notice provisions, to the Supplier so that the Supplier may promptly seek a protective order or other appropriate remedy.
Exhibit B State of Oklahoma General Terms (Patents and Copyright, Section 15, pg. 18)	Section 15 shall be modified pursuant to the following redlines: Without exception, a product or deliverable price shall include all royalties or costs owed by the Supplier to any third party arising from the use of a patent, intellectual property, copyright or other property right held by such third party. Should any third party threaten or make a claim that any portion of a product or service provided by Supplier under the Contract directly that party's patent, intellectual property, copyright or other property right, Supplier shall enable each affected Customer to legally continue to use, or modify for use, the portion of the product or service at issue or replace such potentially infringing product, or re-perform or redeliver in the case of a service, with at least a functional non-infringing equivalent. Supplier's duty under this section shall extend to include any other product or service rendered materially unusable as intended due to replacement or modification of the product or service at issue. If the Supplier determines that none of these alternatives are reasonably available, the State shall return such portion of the product or deliverable at issue to the Supplier, upon written request, in exchange for a refund of the price paid for such returned goods as well as a refund or reimbursement, if applicable, of the cost of any other product or deliverable rendered materially unusable as intended due to removal of the portion of product or deliverable at issue. Any remedy provided under this section is not an exclusive remedy and is not intended to operate as a waiver of legal or equitable remedies because of acceptance of relief provided by Supplier. In no event will Supplier's liability resulting from an Infringement Claim extend in any way to any payments due on a royalty basis, other than a reasonable royalty based upon revenue derived by Supplier from Customer from sales or license of the Infringing Product.
Exhibit B State of Oklahoma General Terms (Indemnification Acts or Omission, Section 16.1, pp. 18-19)	Section 16.1 shall be modified pursuant to the following redlines: A. Supplier will defend, indemnify, and hold the Indemnified Parties harmless from and against any and all damages, losses, liabilities, and expenses (including reasonable fees and expenses of attorneys) arising from any actual third-party claim, demand, action, or proceeding ("Claim") for personal injury, death, or direct damage to property to the extent caused by any acts or omissions of Supplier or its agents, employees, subcontractors, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract except to the extent the claim arises solely from the negligent act or omission or willful misconduct of the Indemnified Parties. Supplier's duties under this Section 16.1 – General Indemnity are conditioned upon: (a) Indemnified Party promptly notifying Supplier in writing of the Claim as addressed in Section 16.3; and (b) Supplier having sole control of the defense, to the extent the Attorney General of the State allows Supplier to control the defense and any related settlement negotiations as addressed in Section 16.4.

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	B. To the extent Supplier is found liable for direct loss, damage, or destruction of any property of Customer due to negligence, misconduct, wrongful act, or omission on the part of the Supplier, its employees, agents, representatives, or subcontractors, the Supplier and Customer shall use best efforts to mutually negotiate an equitable settlement amount to repair or replace the property unless such loss, damage or destruction is of such a magnitude that repair or replacement is not a reasonable option. Such amount shall be invoiced to, and is payable by, Supplier sixty (60) calendar days after the date of Supplier's receipt of an invoice for the negotiated settlement amount.
Exhibit B State of Oklahoma General Terms (Indemnification Infringement, Section 16.2, pg. 19)	Section 16.2 shall be deleted in its entirety and replaced with the following: See Exhibit A, Section 12.2.
Exhibit B State of Oklahoma General Terms (Indemnification Limitation of Liability, Section 16.5, pg. 20)	Section 16.5 is deleted in its entirety and replaced with the following: See Section 12.2.6 (Limitation of Liability) of the NASPO ValuePoint Master Agreement Terms and Conditions
Exhibit C, State of Oklahoma Information Technology Terms (Source Code Escrow, Section 9, pg. 5)	Section 9 is deleted in its entirety and replaced with the following: This Contract does not contemplate, authorize or support acquisition of custom software products or services. If Supplier and Customer seek to contract for such product or service, they must use a separate contract or seek amendment of this Contract. If the State and Supplier decide to authorize customized software or hardware products; then the following intellectual property language applies: Pursuant to 62 O.S. § 34.31, if customized computer software is developed or modified exclusively for a State agency, the Supplier has a continuing obligation to comply with such law and place the source code for such software and any modifications thereto into escrow with an independent third party escrow agent. Supplier shall pay all fees charged by the escrow agent and enter into an escrow agreement, the terms of which are subject to the prior written approval of the State, including terms that provide the State receives ownership of all escrowed source code upon the occurrence of any of the following: 9.1 A bona fide material default of the obligations of the Supplier under the agreement with the applicable Customer; 9.2 An assignment by the Supplier for the benefit of its creditors;

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	9.3 A failure by the Supplier to pay, or an admission by the Supplier of its inability to pay, its debts as they mature; 9.4 The filing of a petition in bankruptcy by or against the Supplier when such petition is not dismissed within sixty (60) days of the filing date; 9.5 The appointment of a receiver, liquidator or trustee appointed for any substantial part of the Supplier's property; 9.6 The inability or unwillingness of the Supplier to provide the maintenance and support services in accordance with the agreement with the agency; 9.7 Supplier's ceasing of maintenance and support of the software; or 9.8 Such other condition as may be statutorily imposed by the future amendment or enactment of applicable Oklahoma law. For Supplier's standard software or products that are not developed or modified exclusively for the State, the following terms apply: Should Supplier's financial condition materially worsen such that it stands a reasonable chance of imminently becoming bankrupt or insolvent, and Supplier breaches a previously identified material term of its service and support obligations under the Contract, after written notice that identifies the specific breach and a 30 (thirty) day cure period has passed then, upon request by Customer, Supplier shall immediately place the source code for the software owned by Supplier to operate the Supplier's products and corresponding to the material breach, in escrow, under terms and conditions that are mutually agreeable to the parties. Software provided by third parties is excluded from this source code escrow requirement. Supplier's commitment regarding the source code escrow shall apply only to software developed by Supplier. Costs to maintain the software in escrow shall be paid by the customer.
Exhibit C, State of Oklahoma Information Technology Terms (Ownership Rights, Section 11, pg. 6)	Section 11 is deleted in its entirety and replaced with the following: RESERVED.

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Exhibit C, State of Oklahoma Information Technology Terms (Intellectual Property Ownership, Section 12, pg. 7)	Section 12 is deleted in its entirety and replaced with the following: RESERVED.
Exhibit C, State of Oklahoma Information Technology Terms (Service Level Deficiency, Section 15, pg. 10)	Section 15 is deleted in its entirety. The Service Level Agreement is provided by Supplier as an exhibit to the Contract, and service level credits, if applicable, will be negotiated by End Customers in the applicable Contract Documents.
Exhibit C, State of Oklahoma Information Technology Terms, Appendix 1, (Indemnity, Section H, pg. 11)	Section H is deleted in its entirety.
Exhibit D, Oklahoma Statewide Contract Terms, (Customer Data, Section 3 pg. 2)	Section 3 shall be deleted in its entirety.
Exhibit D, Oklahoma Statewide Contract Terms, (Customer Data, Section 5 pg. 2)	Section 5 shall be deleted in its entirety.

SERVICE LEVEL AGREEMENT

Motorola Solutions Inc. (for its Cloud-Based Evidence Management products) shall aim for a target Monthly Uptime percentage as follows:

Monthly Uptime Percentage
~ 99.90%

“**Downtime**” means the total number of minutes in any month of service (such month determined relative to the effective date of the Agreement rather than a calendar month) during which Customer is unable to login to its cloud based evidence management software. Downtime does not include time during which the Services are unavailable for Scheduled Downtime or as the result of one or more Exclusions.

“**Maximum Available Minutes**” means the number of minutes during any month of service, less Scheduled Downtime, that the cloud based evidence management services are required to be available for your access.

“**Monthly Uptime Percentage**” means, for an month of service, Maximum Available Minutes less Downtime, divided by the Maximum Available Minutes multiplied by 100, as follows:

Monthly Uptime Percentage = ((Maximum Available Minutes – Downtime)/Maximum Available Minutes) x 100

If you have used the cloud based evidence management software for only part of the month of service, the services are assumed to be 100% available for that part of the month of services in which the services were not used (for example, if you begin to use the services in the middle of a month). Monthly Uptime Percentage calculations do not include downtime that results from Scheduled Downtime or an Exclusion.

“**Scheduled Downtime**” means any Downtime (a) of which you are notified at least three (3) days in advance, or (b) during a standard maintenance window, according to a maintenance schedule we will publish from time to time. Scheduled Downtime will consist of no more than twelve (12) hours per month.

I. PRODUCT SUPPORT

Company will aim to provide an initial response to requests by telephone, email, and/or website support, via customer portal, during normal business hours. Additional support outside of the standard support may be provided via a separate agreement. Company shall initially respond to requests for service within or before the following response times:

Severity Level	Initial Response Time During Business Hours
1	1-4
2	4-12
3	48
4	72-96

Response time is defined as the time elapsed starting when either an automated alert or support ticket has been received by the Company or in the case of a phone call or email, when consultant has entered the request as a ticket and responded to the ticket originator.

PRIORITY LEVEL 1 Critical Issue	Total Product/Service Failure - Occurs when the Product and/or Service is unable to provide any of the functions related to it's Core Intended Purpose and a temporary restoration of functionality ("Workaround") is not available.
PRIORITY LEVEL 2 Major Issue	Core Functionality Failure - Occurs when a Core Functionality of the Product and/or Service becomes unavailable or does not operate in a manner allowing for Beneficial Use and a temporary restoration of functionality ("Workaround") is not available. Additionally, the functionality failure must not prohibit the continuance of the Customer's Daily Operations.
PRIORITY LEVEL 3 Minor Issue	Ancillary and/or Mitigatable Functionality Failures - Occurs when a functionality of the Product and/or Service experiences a failure that does not impede the Core Intended Purpose of the Product and/or Service. This could be a failure to an Ancillary Functionality or a Core Functionality that has a temporary restoration of functionality ("Workaround") available.
PRIORITY LEVEL 4 Information Request	Inconvenience or Uncertainty - An Inconvenience occurs when a Product and/or Service is able to provide it's Core Intended Purpose but is operating in a manner that is not as described within the associated Product and/or Service documentation. An uncertainty occurs when assistance is needed to further understand or utilize the Product and/or Service.

II. EXCLUSIONS

For purposes of calculating Maximum Available Minutes, the following are Exclusions for which any unavailability of the services due in whole or in part to such events shall not be considered Downtime:

- (a) causes beyond our reasonable control, for example natural disaster, war, acts of terrorism, riots, government action, or the performance of any third-party hosting provider or communications or internet service provider;
- (b) any unauthorized action or lack of action when required by Customer, or Customer's employees, agents, contractors or vendors, or anyone gaining access to the Service by means of Customer's passwords or equipment, or otherwise resulting from Customer's failure to following commercially reasonably security practices;

- (c) your failure to adhere to any required configurations, follow an policies for acceptable use or use the service in a manner consistent with the features and functionality of the service described in the proposal;
- (d) Caused by your use of a service after we advised you to modify your use of the service, if you did not modify your use as advised;
- (e) failure, interruption, outage, inadequate bandwidth, or other problem with any software, hardware, system, network, or facility that we have not provided or authorized pursuant to the Agreement (other than third-party software or equipment within our direct control);
- (f) During or with respect to preview, pre-release, beta or trial versions of a service, feature or software;
- (g) Scheduled Downtime or backups to the Services; or
- (h) disabling, suspension, or termination of the services by Motorola in accordance with the respective rights granted by the Agreement

III. ADDITIONAL TERMS & CONDITIONS

- (a) Modifications. Motorola may modify the Subscription Software so long as its functionality is not materially degraded. For clarity, new features or enhancements that are added to any Subscription Software may be subject to additional Fees.
- (b) 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. 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, 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
- (c) Maintenance. Scheduled maintenance of cloud hosted Software will be performed periodically. Motorola will make commercially 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 commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance 24 hours in advance.
- (d) Cloud Software Availability. The service availability targets in this Exhibit are merely targets and provide no additional warranties. OTHER THAN THE WARRANTIES EXPRESSLY AGREED UPON IN THE AGREEMENT BETWEEN THE PARTIES; MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS WITH RESPECT TO CLOUD AND SUBSCRIPION SOFTWARE.

Public Safety/Law Enforcement Video Products, Services and Solutions
Attachment D - Pricing Template

CATEGORY DISCOUNTS

1. BASELINE PRICING

Identify Baseline/List pricing Utilized

Motorola Solutions, Inc.

United States

2. CATEGORY DISCOUNT

In space provided below, list the discount percentage you will be bidding for each category of products.
If offering a range of discount, i.e., 10 - 80%, only the lowest discount will be evaluated.
Motorola Solutions Note: Category discounts of 20% based on vendor's MSRP (LIST for LPR) for all items with few exceptions as noted.

CATEGORY:	DISCOUNT
CATEGORY 1 - BODY WORN VIDEO AND RECORDING	20%
CATEGORY 2 - VEHICLE MOUNTED VIDEO AND RECORDING	20%
CATEGORY 3 - AUTOMATED LICENSE PLATE READERS AND RECORDING	20%
CATEGORY 4 - INTERVIEW ROOM VIDEO AND RECORDING	20%
CATEGORY 5 - VIDEO STORAGE, SECURITY, SOFTWARE, AND PERIPHERALS	20%

3. VOLUME DISCOUNTS

CATEGORY:	Volume	DISCOUNT

4. ADDITIONAL DISCOUNTS OFFERED

CATEGORY:		DISCOUNT
Future equipment released after date of contract		20%
Future services released after date of contract		20%
Future subscriptions released after date of contract		20%
As-a-Service Offerings		0%
VB400 Offerings		0%

Attachment D Category 1 - Pricing Workbook**Category 1 - Body Worn Video Cameras and Recording Devices
(Body Camera)****Respondent Name:****Motorola Solutions, Inc.*****In the space provided below, please list your product offerings for this category. Prices will be held for the initial term of the contract.****All equipment required to make unit operational must be included below. If additional cost to base equipment please describe.**Pricing must be discounted per the baseline price and discounts**All pricing is for quantity of one (1)***VISTA**

Part #	Description	MSRP	Discount %	Final Price
WGA00554-KIT1	VISTA Extended Kit, incl. Charging Doc, USB, Chest Mount kit, Docs & Box (VISTA HD Extended Capacity Wearable Camera with 9 hours continuous HD recording. Includes 32 GB of storage, USB charge and upload docking base and 1 year warranty.	\$1,118.75	20%	\$895.00
WGA00600-200	VISTA HD, WiFi Extended Wearable Camera- Camera Only	\$1,243.75	20%	\$995.00
WGA00582	VISTA XLT Wi-Fi Enabled Body-Mounted Camera Kit Kit includes: VISTA XLT Wi-Fi Enabled DVR, Body-Mounted Camera, 28" Cable Right Angle No Coil, Cable Strain Spring Clip, Greeting Started Documents Kit, 1 Year Warranty, and Choice of one DVR Holder (Leather Holster or Belt Clip Adapter), and Choice of one Camera Mount (Magnetic Mount or Clip Mount)	\$1,368.75	20%	\$1,095.00

Part #	Description	MSRP	Discount %	Final Price
WGA00578	VISTA XLT Wi-Fi Enabled Head-Mounted Camera Kit Kit includes: VISTA XLT Wi-Fi Enabled DVR, Head-Mounted Camera, 46" Cable Straights with Coil, Cable Strain Relief, Cable Strain Spring Clip, Getting Started Documents Kit, 1 Year Warranty, and Choice of One DVR Holder (Leather Holster or Belt Clip Adapter), and Glasses Camera Mount	\$1,368.75	20%	\$1,095.00
WGA00537-200-KIT	VISTA HD, USB Charge and Upload Docking Base	\$118.75	20%	\$95.00
WGA00586-KIT	VISTA HD, WiFi Charging Radio Base Kit, incl. Power and Cables	\$312.50	20%	\$250.00
WGA00555	VISTA HD 8 Bay Ethernet Transfer Station MUST include WGA00555-KIT	\$1,868.75	20%	\$1,495.00
WGA00555-555	VISTA Transfer Station Kit-Power Supply and Cables	\$ -	20%	\$ -
WGD00134	VISTA Transfer Station Setup Guide	\$ -	20%	\$ -
WGP02427	VISTA HD, Locking Magnetic Chest Mount, Assembly (3mm posts) without straps	\$62.50	20%	\$50.00
WGA00532-200	VISTA HD, Shirt Clip with Slider (v2) with 3 mm posts	\$37.50	20%	\$30.00
WGA00533-100	VISTA HD, Duty Belt Clip (v2) with 3mm posts	\$25.00	20%	\$20.00
WGA00564-100	VISTA HD, Molle Vest Adapter Clip (v2) with 3mm posts	\$25.00	20%	\$20.00
WGP02658	Magnetic Mount, Side Assembly, VISTA (Extended / WiFi / Standard)	\$86.25	20%	\$69.00
WGP02704-KIT	Center Mount, Magnetic, VISTA	\$86.25	20%	\$69.00
WGP02149	VISTA HD, Tripod Mount Base Adapter	\$43.75	20%	\$35.00
WGP02388	VISTA HD, Velcro Backing Plate (with Hook/Loop Velcro Set uninstalled)	\$25.00	20%	\$20.00
WGP02406-100	VISTA HD, "Klick Fast" Mount Adapter (v2) with 3mm posts - UK Only	\$43.75	20%	\$35.00
WGP02153-KIT	VISTA HD, Ram Mount Kit	\$43.75	20%	\$35.00
WGP02153-KIT2	VISTA HD, Suction Cup RAM Mount Kit, 6" Arm	\$156.25	20%	\$125.00
WGP02579	Mount Assembly, Head Sensor, Right Side Only, Oakley Flak Jacket Sunglasses, VISTA XLT	\$36.25	20%	\$29.00
WGP02605	Oakley Glasses Set - SI Flak Jacket XII Array, Black, Grey & Clear Lenses, Case	\$186.25	20%	\$149.00
WGP02452-100	Magnetic Attachment Set, Shirt Camera, VISTA XLT	\$36.25	20%	\$29.00
WGA00584-100	Shirt Spring Clip, with Latch, Shirt Camera, VISTA XLT	\$23.75	20%	\$19.00
WGP02688	Helmet Top Mount, XLT Head Mount	\$25.00	20%	\$20.00
WGP02689	Helmet Side Mount, XLT Head Mount	\$25.00	20%	\$20.00
WGP02472	Leather Holster, VISTA XLT	\$50.00	20%	\$40.00

Part #	Description	MSRP	Discount %	Final Price
WGA00589	Belt Clip Adapter, VISTA XLT	\$25.00	20%	\$20.00
WGP02364	VISTA, 7 Port USB Hub, w/external power supply	\$37.50	20%	\$30.00
WGA00608-KIT	Kit, VISTA QuickConnecct 12V Mobile Charger Assy and Cable / Clamp	\$123.75	20%	\$99.00
WGP02560-KIT	VISTA Vehicle Trigger Kit	\$993.75	20%	\$795.00

V300

Part #	Description	MSRP	Discount %	Final Price
WGB-0101A	V300 WiFi/Bluetooth Wearable Camera, 1 year warranty, Magnetic Chest Mount	\$1,243.75	20%	\$995.00
WGB-0102A	V300 WiFi/Bluetooth Wearable Camera, 1 year warranty, Molle Loop Mount	\$1,243.75	20%	\$995.00
WGB-0100A	V300 WiFi/Bluetooth Wearable Camera, 1 year warranty, Shirt Clip Mount	\$1,243.75	20%	\$995.00
WGB-0180A	V300 with Jacket Clip Mount	\$1,243.75	20%	\$995.00
WGB-0181A	V300 with Magnetic Jacket Mount	\$1,243.75	20%	\$995.00
WGB-0192A	V300 WiFi/Bluetooth Wearable Camera, 1 year warranty, Locking Molle Mount	\$1,243.75	20%	\$995.00
WGB-0193A	V300 WiFi/Bluetooth Wearable Camera, 1 year warranty, TEK-LOK Belt Attachment Mount	\$1,243.75	20%	\$995.00
WGA00625	V300 Body Camera only: Includes camera, rechargeable battery and 1 year warranty (mount not included)	\$1,245.00	20%	\$996.00
WGP02798C	V300/V700 Magnetic Center mount (Black)	\$86.25	20%	\$69.00
WGP02697B	V300/V700 Shirt Clip mount rotatable (Black)	\$75.00	20%	\$60.00
WGP03085B	V300/V700 Jacket Magnetic Mount (Black)	\$120.00	20%	\$96.00
WGP03088	V300/V700 Jacket Clip Mount rotatable (Black)	\$98.75	20%	\$79.00
WGP03091	ZERO9 V300 BWC CASE BLK MOLLE 3" 2 CLIPS	\$75.00	20%	\$60.00
WGA00668	V300/V700 Locking Molle mount with 2 x 3" MOLLE-LOK Blades	\$98.75	20%	\$79.00
WGA00669	V300/V700 TEK-LOK Belt Attachment Mount	\$93.75	20%	\$75.00
WGP02614	V300 Rechargeable Battery: Rechargeable battery with 1-year warranty	\$125.00	20%	\$100.00

Category 1
Body Worn Video Cameras and Recording Devices

Part #	Description	MSRP	Discount %	Final Price
WGP02560-KIT2	V300 Vehicle Trigger Kit, incl. WiFi Base, SPS, Cables, Bkts, Docs	\$995.00	20%	\$796.00
WGB-0164A	V300 8-Bay Ethernet Transfer Station version2 Factory Configured	\$1,870.00	20%	\$1,496.00
WGB-0138A	V300 8-Bay Ethernet Transfer Station version2 Not Configured	\$1,870.00	20%	\$1,496.00
WGA00635-KIT	V300, WiFi Dock, In-Vehicle Charge/Upload Kit, Incl, WiFi Antenna, Cables and Brackets	\$406.25	20%	\$325.00
WGA00635-KIT2	300 WiFi In-car Upload Bundle for M500, includes WiFi Dock, WiFi Antenna with 12ft cable, Brackets	\$406.25	20%	\$325.00
WGB-0142A	V300 WiFi In-car Upload Bundle for 4RE, includes WiFi Dock, WiFi Antenna, Cables, Brackets and Smart PoE Switch	\$685.00	20%	\$548.00
WGA00640-KIT2	V300, USB In-Vehicle Dock, D320, Charge/Upload, Incl. Cables, Charge Guard and Brackets	\$311.25	20%	\$249.00
WGA00640-KIT1	V300 USB Dock, D300, Desktop Charge/Upload Kit Incl. Power and USB Cables	\$250.00	20%	\$200.00
AAS-BWC-5YR-001	V300 Body-worn camera and CommandCentral Evidence - 5 Year Video-as-a-Service Package New Price \$69 PER MONTH effective Feb 16th 2023	\$4,140.00	0%	\$4,140.00
AAS-BWC-USB-DOC	USB Docking Station Video-as-a-Service Package at \$4/month	\$240.00	0%	\$240.00
AAS-BWC-WIF-DOC	WiFi Dock Video-as-a-Service Package at \$5/month	\$300.00	0%	\$300.00
AAS-BWC-XFS-DOC	Transfer Station (8 Bay) Video-as-a-Service Package at \$30/month	\$1,800.00	0%	\$1,800.00
1 Year Warranty	V300 1 Year Standard included automatically at shipment	Included	included	included
WGW00300-002	V300 Warranty, 2 Years Extended	\$300.00	20%	\$240.00
WGW00300-003	V300 Warranty, 3 Year, No-Fault	\$562.50	20%	\$450.00
WGW00300-003	V300 Warranty, 4 Year, No-Fault	\$787.50	20%	\$630.00
WGW00300-003	V300 Warranty, 5 Year, No-Fault	\$1,081.25	20%	\$865.00
WGP20080	Generic Holster Trigger Sensor, Primer, USB Charging Cable This sensor can be applied to any customer provided firearm holster (attaches best with plastic holsters). Not recommended for Taser holsters.	\$325.00	20%	\$260.00
WGP20028	Holster for Taser 7 with Integrated Sensor, Belt Clip, Right Hand Draw	\$543.75	20%	\$435.00
WGP20029	Holster for Taser 7 with Integrated Sensor, Belt Clip, Left Hand Draw	\$543.75	20%	\$435.00

Part #	Description	MSRP	Discount %	Final Price
WGP20026	Holster for Taser X26P with Integrated Sensor, Belt Clip, Right Hand Draw	\$525.00	20%	\$420.00
WGP20002	Holster for Taser X2 with Integrated Sensor, Belt Clip, Right Hand Draw	\$525.00	20%	\$420.00
WGP20027	Holster for Taser X26P with Integrated Sensor, Belt Clip, Left Hand Draw	\$525.00	20%	\$420.00
WGP20003	Holster for Taser X2 with Integrated Sensor, Belt Clip, Left Hand Draw	\$525.00	20%	\$420.00
WGW200702	Yardarm Holster Trigger 2 Years Extended Warranty (Must be sold with sensors at time of purchase)	\$75.00	0%	\$75.00

V700

Part #	Description	MSRP	Discount %	Final Price
WGB-0740A	V700 Body Worn Camera VERIZON READY with 3 Years DMS Essential and choice of Mount	\$1,612.50	20%	\$1,290.00
WGB-0741A	V700 Body Worn Camera FIRSTNET READY with 3 Years DMS Essential and choice of Mount	\$1,612.50	20%	\$1,290.00
WGB-0742A	V700 Body Worn Camera BELL READY (Canada) with 3 Years DMS Essential and choice of mount	\$1,612.50	20%	\$1,290.00
WGB-0729A	V700 Body Worn Camera WIFI ONLY with 3 Years DMS Essential and choice of Mount	\$1,612.50	20%	\$1,290.00
SWV07S03593A	Feature Enhancements	Included	Included	Included
LSV07I03510A	3 Years DMS Essential (Hardware Repair, Technical Support, Software	Included	Included	Included
LSV07I03510A	5 Years DMS Essential (Hardware Repair, Technical Support, Software	\$312.50	20%	\$250.00
LSV07S03512A	3 Years DMS Essential + Accidental damage + Advanced Replacement	\$318.75	20%	\$255.00
LSV07S03512A	5 Years DMS Essential + Accidental damage + Advanced Replacement	\$712.50	20%	\$570.00
WGP02798C	V300/V700 Magnetic Center mount (Black)	\$86.25	20%	\$69.00
WGP02697B	V300/V700 Shirt Clip mount rotatable (Black)	\$75.00	20%	\$60.00
WGP03085B	V300/V700 Jacket Magnetic Mount (Black)	\$120.00	20%	\$96.00
WGP03088	V300/V700 Jacket Clip Mount rotatable (Black)	\$98.75	20%	\$79.00
WGA00668	V300/V700 Locking Molle mount with 2 x 3" MOLLE-LOK Blades	\$98.75	20%	\$79.00
WGA00669	V300/V700 TEK-LOK Belt Attachment Mount	\$93.75	20%	\$75.00

Part #	Description	MSRP	Discount %	Final Price
WGP03226	9-Hole Mount Plate	\$75.00	20%	\$60.00
WGA00668-SCREW-KIT	Replacement Screws for Locking Molle Mount (bag of qty 5)	\$20.00	20%	\$16.00
WGA00669-SCREW-KIT	Replacement Screws for TEK-LOK Mount (bag of qty 5)	\$20.00	20%	\$16.00
WGP02950	V700 Rechargeable Battery 3.8V, 4180mAh with 1-year warranty	\$137.50	20%	\$110.00
WGP02560-KIT2	V300/V700 Vehicle Trigger Kit, incl. WiFi Base, SPS, Cables, Bkts, Docs	\$995.00	20%	\$796.00
WGB-0138A	V300/V700 8-Bay Ethernet Transfer Station Not Configured	\$1,870.00	20%	\$1,496.00
WGA00635-KIT	V300/V700 WiFi Dock, In-Vehicle Charge/Upload Kit, Incl, WiFi Antenna, Cables and Brackets	\$406.25	20%	\$325.00
WGB-0142A	V300/V700 WiFi In-car Upload Bundle for 4RE, includes WiFi Dock, WiFi Antenna, Cables, Brackets and Smart PoE Switch	\$685.00	20%	\$548.00
WGA00635-KIT2	300 WiFi In-car Upload Bundle for M500, includes WiFi Dock, WiFi Antenna with 12ft cable, Brackets	\$406.25	20%	\$325.00
WGA00640-KIT2	V300/V700 USB In-Vehicle Dock, Charge/Upload, Incl. Cables, Charge Guard and Brackets	\$311.25	20%	\$249.00
WGA00640-KIT1	V300/V700 USB Dock, Desktop Charge/Upload Kit Incl. Power and USB Cables	\$250.00	20%	\$200.00
WGA00720	V700/V300 Mounts Sales Demo Kit (camera not included)	\$1,375.00	20%	\$1,100.00
AAS-BWC-5YR-001	V300 or V700 Body-worn camera and VideoManager EL - 5 Year Video-as-a-Service Package \$69 PER MONTH	\$4,140.00	0%	\$4,140.00
AAS-BWC-USB-DOC	USB Docking Station Video-as-a-Service Package at \$4/month	\$240.00	0%	\$240.00
AAS-BWC-WIF-DOC	WiFi Dock Video-as-a-Service Package at \$5/month	\$300.00	0%	\$300.00
AAS-BWC-XFS-DOC	Transfer Station (8 Bay) Video-as-a-Service Package at \$30/month	\$1,800.00	0%	\$1,800.00

VB400

Part #	Description	MSRP	Discount %	Final Price
SSV02S03335A	VB400 Body-worn camera and VIDEO MANAGER EX ON CLOUD - 5 Year Video-as-a-Service Package \$29 PER MONTH	\$1,740.00	0%	\$1,740.00
SSV02S03292A	Dock Controller DC-200 as a service (must purchase for cloud offer, RFID reader and 14-port dock) \$9/month	\$540.00	0%	\$540.00
SSV02S03290A	Solo-dock as a service \$1.50/month	\$90.00	0%	\$90.00

Part #	Description	MSRP	Discount %	Final Price
SSV02S03291A	14-port dock as a service \$11/month	\$660.00	0%	\$660.00
SSV02S03289A	VB400 Body-worn camera and VIDEO MANAGER EX ON PREM- 5 Year Video-as-a-Service Package \$29 PER MONTH	\$1,740.00	0%	\$1,740.00
VB-400-DOCK-SOLO	VB400 1-Port Dock	\$85.00	0%	\$85.00
VB-400-DOCK14-US	VB400 14-Port Dock	\$800.00	0%	\$800.00
DC-200-US	DockController DC-200	\$720.00	0%	\$720.00
RF-220	RFID RF-220	\$725.00	0%	\$725.00
RF-STICKER-10	RFID Sticker-Style Tag (x10)	\$15.00	0%	\$15.00
RF-CARD-10	RFID-Card (x10)	\$20.00	0%	\$20.00
VB-400-ID-CUS-ART	Custom VB400 Front-button Sticker (Design)	\$435.00	0%	\$435.00
VB-400-ID-CUS-250	Custom VB400 front-button Sticker (Print). Qty. 250	\$665.00	0%	\$665.00
VB-400-ID-CUS-1000	Custom VB400 front-button Sticker (Print). Qty. 1000	\$1,010.00	0%	\$1,010.00
VB-400-ID-CUS-5000	Custom VB400 front-button Sticker (Print). Qty. 5000	\$1,335.00	0%	\$1,335.00
VB-YA-HA-1	Yardarm Gun Holster Aware sensor & fixing kit (12mw)	\$500.00	0%	\$500.00
AC-LANYARD-05	Lanyard with 5 break points and 2 loops	\$10.00	0%	\$10.00
VB-400-EXT-CHARGE	USB Type-A to VB400 cable including VB400 adaptor	\$75.00	0%	\$75.00
VB-400-SOLO-12MW	Warranty: VB400 one-port USB dock, 12m	\$35.00	0%	\$35.00
VB-400-SOLO-24MW	Warranty: VB400 one-port USB dock, 24m	\$60.00	0%	\$60.00
DC-200-12MW	Warranty: DockController DC-200, 12m	\$160.00	0%	\$160.00
DC-200-24MW	Warranty: DockController DC-200, 24m	\$260.00	0%	\$260.00
RF-220-12MW	Warranty: RFID RF-220, 12M	\$130.00	0%	\$130.00
RF-220-24MW	Warranty: RFID RF-220, 24M	\$230.00	0%	\$230.00
VB-YA-HA-12MW-1	Holster Aware- Additional 12 months warranty (24m total)	\$75.00	0%	\$75.00
VB-YA-HA-24MW-1	Holster Aware- Additional 24 months warranty (36m total)	\$130.00	0%	\$130.00

Public Safety/Law Enforcement Video Products, Services and Solutions
Attachment D Category 2 - Pricing Workbook

Category 2 - Vehicle Mounted Video and Recording
(In Car Dash Camera)

Respondent Name:

Motorola Solutions, Inc.

In the space provided below, please list your product offerings for this category. Prices will be held for the initial term of the contract.

All equipment required to make unit operational must be included below. If additional cost to base equipment please describe.

Pricing must be discounted per the baseline price and discounts

All pricing is for quantity of one (1)

IN-CAR SYSTEMS

Part #	Description	MSRP	Discount %	Final Price
4RE Standard				
WGB-0129A	4RE Standard DVR with 200GB HDD, Panoramic Front Camera, Cabin Camera	\$6,988.00	20%	\$5,590.40
WGB-0167A	4RE Standard DVR with 256GB SSD, Panoramic Front Camera, Cabin Camera	\$6,988.00	20%	\$5,590.40
WGB-0187A	4RE Standard DVR with 200GB HDD, Panoramic Front Camera, Auxiliary Camera	\$6,306.00	20%	\$5,044.80
WGB-0127A	4RE Standard DVR with 200GB HDD, Mini Zoom Camera, Cabin Camera	\$6,988.00	20%	\$5,590.40
WGB-0165A	4RE Standard DVR with 256GB SSD, Mini Zoom Camera, Cabin Camera	\$6,988.00	20%	\$5,590.40
WGB-0128A	4RE Standard DVR with 200GB HDD, Mini Zoom Front Camera, Cabin Camera, Auxiliary Camera	\$7,263.00	20%	\$5,810.40
WGB-0166A	4RE Standard DVR with 256GB SSD, Mini Zoom Front Camera, Cabin Camera, Auxiliary Camera	\$7,263.00	20%	\$5,810.40

Part #	Description	MSRP	Discount %	Final Price
WGB-0130A	4RE Standard DVR with 200GB HDD, Zero Sightline Camera, Cabin Camera	\$6,712.00	20%	\$5,369.60
WGB-0168A	4RE Standard DVR with 256GB SSD, Zero Sightline Camera, Cabin Camera	\$6,712.00	20%	\$5,369.60
WGB-0131A	4RE Standard DVR with 200GB HDD, Zero Sightline Front Camera, Cabin Camera, Auxiliary Camera	\$6,982.00	20%	\$5,585.60
WGB-0169A	4RE Standard DVR with 256GB SSD, Zero Sightline Front Camera, Cabin Camera, Auxiliary Camera	\$6,982.00	20%	\$5,585.60
WGB-0132A	4RE/V300 Bundle, Standard DVR with HD Mini Zoom Front Camera, Cabin Camera, WiFi Base for V300 and Smart PoE Switch.	\$7,669.00	20%	\$6,135.20
WGB-0133A	4RE/V300 Bundle, Standard DVR with HD Panoramic Front Camera, Cabin Camera, WiFi Base for V300 and Smart PoE Switch.	\$7,669.00	20%	\$6,135.20
WGB-0134A	4RE/V300 Bundle, Standard DVR with HD Zero Sightline Front Camera, Cabin Camera, WiFi Base for V300 and Smart PoE Switch.	\$7,393.00	20%	\$5,914.40
WGB-0135A	4RE/VISTA WiFi Bundle, Standard DVR with HD Mini Zoom Front Camera, Cabin Camera, WiFi Base for VISTA and Smart PoE Switch.	\$7,613.00	20%	\$6,090.40
WGB-0136A	4RE/VISTA WiFi Bundle, Standard DVR with HD Panoramic Front Camera, Cabin Camera, WiFi Base for VISTA and Smart PoE Switch.	\$7,613.00	20%	\$6,090.40
WGB-0137A	4RE/VISTA WiFi Bundle, Standard DVR with HD Zero Sightline Front Camera, Cabin Camera, WiFi Base for VISTA and Smart PoE Switch.	\$7,337.00	20%	\$5,869.60
4RE Audio Mezz				
WGB-0122A	4RE Audio Mezz DVR with 200GB HDD Panoramic Front Camera, Cabin Camera	\$7,125.00	20%	\$5,700.00
WGB-0123A	4RE Audio Mezz DVR with 200GB HDD Mini Zoom Front Camera, Cabin Camera	\$7,125.00	20%	\$5,700.00
WGB-0188A	4RE Audio Mezz DVR with 200GB HDD, Mini Zoom Front Camera, Slim Cabin Camera (RCMP only)	\$5,310.00	20%	\$4,248.00
4RE Elite				

Part #	Description	MSRP	Discount %	Final Price
WGB-0124A	4RE Elite DVR with 200GB HDD Panoramic Front Camera, Cabin Camera, 2 Auxiliary Cameras	\$7,925.00	20%	\$6,340.00
WGB-0125A	4RE Elite DVR 200GB HDD with Zero Sightline Front Camera, Cabin Camera, 2 Auxiliary Cameras	\$7,644.00	20%	\$6,115.20
WGB-0126A	4RE Elite DVR 200GB HDD with Zero Sightline Front Camera, Cabin Camera, 3 Auxiliary Cameras	\$7,919.00	20%	\$6,335.20

4RE IN-CAR SYSTEM

Part #	Description	MSRP	Discount %	Final Price
WGA00480-115	4RE, HD DVR, Gen 2, 256GB SSD, Self Encrypting Drive	\$5,993.75	20%	\$4,795.00
WGA00480-101	4RE, HD DVR, Gen 2, 200GB HDD, Standard	\$5,993.75	20%	\$4,795.00
WGA00480-110	4RE High Definition In-Car Video System - 64GB SSD	\$5,993.75	20%	\$4,795.00
WGA00480-605	4RE High Definition In-Car Video System Audio Mezz - 200GB HDD	\$6,118.75	20%	\$4,895.00
WGA00480-615	4RE High Definition In-Car Video System Audio Mezz- 64GB SSD	\$6,118.75	20%	\$4,895.00
WGA00480-601	4RE Elite, High Definition In-Car Video System - 200GB HDD	\$6,337.50	20%	\$5,070.00
WGA00480-610	4RE Elite, High Definition In-Car Video System - 64GB SSD	\$6,337.50	20%	\$5,070.00
WGA00543-200	Front Camera, 4RE, HD Panoramic, (Reduced EMI), system upgrade at time of purchase	\$250.00	20%	\$200.00
WGA00500	Front Camera, 4RE, HD Mini Zoom, system upgrade at time of purchase	\$250.00	20%	\$200.00
WGA00428-101	MikroTik Configured Wireless Kit, 4RE In-Car 802.11n (Radio, Antenna, PoE, 2-10' Ethernet Cables)	\$250.00	20%	\$200.00
WGA00356	Transmitter, Hi-Fi Microphone	\$431.25	20%	\$345.00
WGA00475-CHARGEKIT	Hi-Fi Microphone Desktop Charger Kit 1 (Cradle, and AC Charger)	\$123.75	20%	\$99.00
WGA00508	Multi-Desktop Charging Rack, Hi-Fi Mic	\$1,181.25	20%	\$945.00
WGA00607-KIT	Kit, 4RE iUPS, (Intelligent Uninterruptible Power Supply), Cable & Docs	\$437.50	20%	\$350.00
WGP02540	4RE, USB 2.0 Thumb Drive, Rubberized, 16GB	\$50.00	20%	\$40.00
WGP02540-032	4RE, USB 2.0 Thumb Drive, Rubberized, 32GB	\$87.50	20%	\$70.00
WGP02540-256	4RE, USB 3.0 Thumb Drive, Kingston, 256GB	\$125.00	20%	\$100.00
WGP01542	4RE Door Security Keys (2)	\$2.50	20%	\$2.00
WGP01439-KIT	Bracket Kit, 4RE, DVR, Console Faceplate, 3"	\$43.75	20%	\$35.00
WGP01487-KIT	Bracket Kit, 4RE, DVR, Console Faceplate 2"	\$43.75	20%	\$35.00

Part #	Description	MSRP	Discount %	Final Price
WGP01443-001-KIT	Bracket Kit, 4RE, DVR, Universal	\$93.75	20%	\$75.00
WGA00250	Bracket, 4RE DVR, Mounting Shelf Kit, Ford Crown Victoria 1999-2009	\$98.75	20%	\$79.00
WGP01459-001-KIT	Bracket Kit, 4RE, Display, Chevy Tahoe 2007+	\$93.75	20%	\$75.00
WGP01459-003-KIT	Bracket Kit, 4RE, Display, Ford Crown Vic, 2005 (b)+	\$93.75	20%	\$75.00
WGP01459-004-KIT	Bracket Kit, 4RE, Display, Dodge Charger, 2006-2010	\$93.75	20%	\$75.00
WGP01459-008-KIT	Bracket Kit, 4RE, Display, Universal Visor Post	\$93.75	20%	\$75.00
WGP01776-KIT	Bracket Kit, 4RE, Overhead Multi, Crown Vick (All), Expedition 03-06	\$93.75	20%	\$75.00
WGP01777-KIT	Bracket Kit, 4RE, Overhead Multi, Headliner Clip, Expedition 07-11+	\$93.75	20%	\$75.00
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
WGP02225-100-KIT2	Bracket, 4RE Display/BWC Base/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
WGP02225-130-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 2020+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
WGP02225-130-KIT2	Bracket, 4RE Display/BWC Base/Camera, Visor Post, 2020+ Ford SUV/Sedan Kit	\$78.75	20%	\$63.00
WGP02225-102-KIT	Bracket, 4RE Display/HiFi Mic/Camera Mount, Visor Post, 2015 Tahoe/Silverado Kit	\$93.75	20%	\$75.00
WGP02225-102-KIT2	Bracket, 4RE Display/BWC Base/Camera Mount, Visor Post, 2015 Tahoe/Silverado Kit	\$93.75	20%	\$75.00
WGP02225-600-KIT	Bracket, 4RE Display/HiFi Mic/Camera Mount, Visor Post, F-150	\$93.75	20%	\$75.00
WGP02225-600-KIT2	Bracket, 4RE Display/BWC Base/Camera Mount, Visor Post, F-151	\$93.75	20%	\$75.00
WGP02225-200-KIT	Bracket, 4RE Display/HiFi Mic/Zoom Camera Mount, Visor Post, Charger, Kit	\$93.75	20%	\$75.00
WGP02225-200-KIT2	Bracket, 4RE Display/BWC Base/Camera Mount, Visor Post, Charger Kit	\$93.75	20%	\$75.00
WGP01475	Bracket, HiFi Microphone, Universal	\$25.00	20%	\$20.00

4REm MOTORCYCLE SYSTEM

Part #	Description	MSRP	Discount %	Final Price
WGA00480-110	4RE, HD DVR, Gen 2, 64GB SSD	\$5,993.75	20%	\$4,795.00
WGA00526	4REm, Remote Display Control Panel, Motorcycle	\$625.00	20%	\$500.00

Part #	Description	MSRP	Discount %	Final Price
WGP02105-100	Camera, 4REm, NTSC, 3.6mm fixed focus, IP69, 12VDC (WDRV-5465CN), Molex-like Connector	\$312.50	20%	\$250.00
WGA00475-KIT3-V2	Hi-Fi Microphone Kit 3 v.2 (Transmitter, Cradle, Belt clip, Pivot clip, 3' antenna)	\$873.75	20%	\$699.00
WGA00428-500	Wireless Kit, 4REm (configured)	\$250.00	20%	\$200.00
WGA00428-500-K2	Wireless Kit, 4REm (configured) - VISTA Base	\$250.00	20%	\$200.00
WGP01394-201	Cable, WiFi Vehicle Antenna Mount, NMO, Drill ¾" hole, 3' Length	\$75.00	20%	\$60.00

4RE/VISTA/V300 BUNDLED SYSTEMS

Part #	Description	MSRP	Discount %	Final Price
WGA00480-101	4RE, HD DVR, Gen 2, 200GB HDD with VISTA WiFi	\$6,937.50	20%	\$5,550.00
WGA00480-101	4RE, HD DVR, Gen 2, 200GB HDD with XLT	\$7,062.50	20%	\$5,650.00
WGA00574	4RE, VISTA HD, Smart PoE Switch	\$312.50	20%	\$250.00
WGA00480-101	4RE, HD DVR, Gen 2, 200GB HDD with V300	\$6,937.50	20%	\$5,550.00
AAS-ICV-BWC-5YR	EvidenceLibrary.com with Integrated Body-worn camera and In-car video - 5 Year Video-as-a-Service Package Video-as-a-Service includes the EvidenceLibrary.com cloud-based evidence management system Unlimited users, Unlimited storage & Unlimited cloud sharing CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch) Body-worn camera (Choice of Mount) Third year technology refresh In-Car Video System (Choice of forward camera) Includes 200GB DVR, Control panel & Infrared cabin camera WiFi body camera Dock MiKroTik WiFi Kit & Smart Power Switch Subscription, Support & Warranty: 5-year agreement (billed Quarterly or Annually) No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support	\$318.75	20%	\$255.00

M500 SYSTEM

Part #	Description	MSRP	Discount %	Final Price
Part #	Description	MSRP	Discount %	Final Price
WGB-0700A	M500 ICV System with Front Camera, Passenger Camera, Universal DVR Trunk Mount Note: compatible only with WGA00574-100 Smart PoE Switch (SPS)	\$7,143.75	20%	\$5,715.00
WGB-0703A	M500 ICV System FCam PCam DVR Trunk Mount, V300 WiFi Dock FW 1.1.0 enabled the M500 built-in SPS functionality. Effective Dec 26 2022 orders will no longer include WGA00574-100 SPS	\$7,518.75	20%	\$6,015.00
WGB-0701A	M500 ICV System with Front Camera, Passenger Camera, Rear Camera, Universal DVR Trunk Mount Note: compatible only with WGA00574-100 Smart PoE Switch (SPS)	\$7,518.75	20%	\$6,015.00
WGB-0708A	M500 ICV System FCam PCam, RCam, DVR Trunk Mount, V300 WiFi Dock FW 1.1.0 enabled the M500 built-in SPS functionality. Effective Dec 26 2022 orders will no longer include WGA00574-100 SPS	\$7,893.75	20%	\$6,315.00
WGB-0709A	M500 Developer Kit with Front Camera, Passenger Camera, and wall socket power. Note: Designed for desktop use (not for in vehicle)	\$7,143.75	20%	\$5,715.00

M500 AS-A-SERVICE

Part #	Description	MSRP	Discount %	Final Price
AAS-M5-5YR-001	M500 IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE \$165 PER MONTH	\$9,900.00	0%	\$9,900.00
AAS-M5-3CAM-5YR	M500 3-CAMERA IN-CAR VIDEO SYSTEM AND VIDEO MANAGER EL CLOUD - 5 YEARS VIDEO-AS-A-SERVICE \$200 PER MON	\$12,000.00	0%	\$12,000.00
AAS-M5-BWC-5YR	M500 2-CAMERA IN-CAR SYSTEM WITH V300 BODY WORN CAMERA AND VIDEO MANAGER EL CLOUD- 5 YEARS VIDEO-AS-A-SERVICE \$225 PER MONTH	\$13,500.00	0%	\$13,500.00
AAS-M5-3CAM-BWC	M500 3-CAMERA IN-CAR SYSTEM WITH V300 BODY WORN CAMERA AND COMMAND CENTRAL EVIDENCE - 5 YEARS VIDEO-AS-A-SERVICE \$260 PER MONTH	\$15,600.00	0%	\$15,600.00

M500 WARRANTY

Part #	Description	MSRP	Discount %	Final Price
Part #	Description	MSRP	Discount %	Final Price
WGW00502	Warranty, M500, In-Car, 1st Year	included	included	included
WGW00502	Warranty, M500, In-Car, 2 Years	\$143.75	20%	\$115.00
WGW00502	Warranty, M500, In-Car, 3 Years	\$431.25	20%	\$345.00
WGW00502	Warranty, M500, In-Car, 4 Years	\$893.75	20%	\$715.00
WGW00502	Warranty, M500, In-Car, 5 Years	\$1,537.50	20%	\$1,230.00

M500 Mounts / Brackets

Part #	Description	MSRP	Discount %	Final Price
WGP02919-KIT	INSTALL KIT, M500 DVR, CONSOLE MOUNT	\$43.75	20%	\$35.00
WGP01459-008-KIT	Bracket Kit, 4RE, Display, Universal Visor Post	\$93.75	20%	\$75.00
	2015+ Chevy Tahoe			
WGP01459-001-KIT	Bracket Kit, 4RE, Display, Chevy Tahoe 2007+	\$93.75	20%	\$75.00
WGP02225-102-KIT	Bracket, 4RE Display/HiFi Mic/Camera Mount, Visor Post, 2015 Tahoe/Silverado Kit	\$93.75	20%	\$75.00
WGP02225-102-KIT2	Bracket, 4RE Display/BWC Base/Camera Mount, Visor Post, 2015 Tahoe/Silverado Kit	\$93.75	20%	\$75.00
	2007-2014 Chevrolet Tahoe			
WGP01459-001-KIT	Bracket Kit, 4RE, Display, Chevy Tahoe 2007+	\$93.75	20%	\$75.00
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
WGP02225-100-KIT2	Bracket, 4RE Display/BWC Base/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
	1999-2006 Chevy Tahoe/GMC Yukon			
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
	2006-2014 Chevy Impala			
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
	1999-2006 Chevy Pickup			
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00

Part #	Description	MSRP	Discount %	Final Price
	2011+ Chevy Caprice			
WGP01970-001	4RE Display Mount, Overhead, Caprice PPV, Long	\$43.75	20%	\$35.00
WGP01475	Bracket, HiFi Microphone, Universal	\$25.00	20%	\$20.00
	2011+ Dodge Charger			
WGP02225-200-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Charger kit	\$93.75	20%	\$75.00
	2006-2010 Dodge Charger			
WGP01459-004-KIT	Bracket Kit, 4RE, Display, Dodge Charger, 2006-2010	\$93.75	20%	\$75.00
	1998-2011 Dodge Durango			
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
	1999+ Dodge Pickup			
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
	2015+ Ford F150			
WGP02225-600-KIT	Bracket, 4RE Display/HiFi Mic/Camera Mount, Visor Post, F-150	\$93.75	20%	\$75.00
WGP02225-600-KIT2	Bracket, 4RE Display/BWC Base/Camera Mount, Visor Post, F-151	\$93.75	20%	\$75.00
	2006+ Ford Expedition			
WGP01776-KIT	Bracket Kit, 4RE, Overhead Multi, Crown Vick (All), Expedition 03-06	\$93.75	20%	\$75.00
WGP01777-KIT	Bracket Kit, 4RE, Overhead Multi, Headliner Clip, Expedition 07-11+	\$93.75	20%	\$75.00
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
	2012+ Ford Interceptor Sedan			
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
WGP02225-130-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 2020+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
WGP02225-130-KIT2	Bracket, 4RE Display/BWC Base/Camera, Visor Post, 2020+ Ford SUV/Sedan Kit	\$78.75	20%	\$63.00
	2012+ Ford Interceptor SUV			
WGP02225-130-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 2020+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
WGP02225-130-KIT2	Bracket, 4RE Display/BWC Base/Camera, Visor Post, 2020+ Ford SUV/Sedan Kit	\$78.75	20%	\$63.00
	2005-2012 Ford Crown Victoria			

Part #	Description	MSRP	Discount %	Final Price
WGP01776-KIT	Bracket Kit, 4RE, Overhead Multi, Crown Vick (All), Expedition 03-06	\$93.75	20%	\$75.00
WGP01459-003-KIT	Bracket Kit, 4RE, Display, Ford Crown Vic, 2005 (b)+	\$93.75	20%	\$75.00
WGA00250	Bracket, 4RE DVR, Mounting Shelf Kit, Ford Crown Victoria 1999-2009	\$98.75	20%	\$79.00
	1998-2004 Ford Crown Victoria			
WGP01776-KIT	Bracket Kit, 4RE, Overhead Multi, Crown Vick (All), Expedition 03-06	\$93.75	20%	\$75.00
WGA00250	Bracket, 4RE DVR, Mounting Shelf Kit, Ford Crown Victoria 1999-2009	\$98.75	20%	\$79.00
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00
	2005+ Ford Pickup and Van			
WGP02225-100-KIT	Bracket, 4RE Display/HiFi Mic/Camera, Visor Post, 07-14 Tahoe, 12+ Ford SUV/Sedan Kit	\$93.75	20%	\$75.00

M500 Replacement Parts

Part #	Description	MSRP	Discount %	Final Price
WGA00420	BRKT KIT, 4RE/M500 DIS., 1" BALL, 2" ARM	\$95.00	20%	\$76.00
WGA00675	M500 Display	\$935.00	20%	\$748.00
WGA00684	Front Camera with M500	\$360.00	20%	\$288.00
WGA00690	M500 Passenger Camera	\$300.00	20%	\$240.00
WGA00790	M500 Rear Camera	\$375.00	20%	\$300.00
WGA00700	M500 ALPR DVR, 3 CAMS, 1080P, 1TB SSD	\$6,600.00	20%	\$5,280.00
WGP02849-F	Cable WiFi Base MDC RJ50/IX31 with Ferrites 25ft M500	\$43.75	20%	\$35.00
WGP02850-F	Cable Radio RJ45/IX31Straight with Ferrites 25ft M500	\$50.00	20%	\$40.00
WGP02851-F	Power Cable Kit with Ferrites M500 DVR	\$131.25	20%	\$105.00
WGP02852-F	Input Cable Assembly with Ferrites 25ft M500	\$62.50	20%	\$50.00
WGP02855-001-F	Cable HD-BNC Display 20ft M500	\$62.50	20%	\$50.00
WGP02855-002-F	Cable HD-BNC Passenger Camera Purple 20ft M500	\$62.50	20%	\$50.00
WGP02855-003-F	Cable HD-BNC Front Camera Green 20ft M500	\$62.50	20%	\$50.00
WGP02855-004-F	Cable HD-BNC Rear Camera Blue 20ft M500	\$62.50	20%	\$50.00
WGP02913	Cabin Mic 4RE/M500 7.6m 12dB 400~4KHz	\$45.00	20%	\$36.00
WGP03010-KIT	M500 DVR Installation Kit	\$105.00	20%	\$84.00
WGP362	GPS Antenna, Magnetic Mount	\$35.00	20%	\$28.00
WGP02920-KIT	INSTALL KIT, M500 DVR, Universal MOUNT	\$95.00	20%	\$76.00
WGP02919-KIT	INSTALL KIT, M500 DVR, CONSOLE MOUNT	\$45.00	20%	\$36.00

Part #	Description	MSRP	Discount %	Final Price
WGA00617	M500 Sales Demo Kit	\$9,863.75	20%	\$7,891.00
WGA700CA-KIT	M500 Install Kit Cables, Brackets, GPS, Cabin Mic	\$550.00	20%	\$440.00
WGA701CA-KIT	M500 Install Kit Cables, Brackets, GPS, Cabin Mic, Rear Camera cable	\$600.00	20%	\$480.00
WGA00677	M500 Powered Ethernet Adapter Assy	\$100.00	20%	\$80.00
WGB-0189A	MTik Conf Kit,802.11ac,M500POE,5GHzAnt	\$410.00	20%	\$328.00
WGB-0182A	MikroTik Kit Conf, Drill Mnt 802.11n	\$280.00	20%	\$224.00
WGB-0174A	MikroTik Kit Un-Conf, Drill Mnt 802.11n	\$280.00	20%	\$224.00

HIFI MIC

Part #	Description	MSRP	Discount %	Final Price
WGA00750-KIT	Bluetooth HiFi Microphone Mutable Kit - Cradle, Belt and Pivot Clips and 2.4 GHz antenna	\$873.75	20%	\$699.00
WGA00760-KIT	Bluetooth HiFi Microphone Non-Mutable Kit - Cradle, Belt and Pivot Clips and 2.4 GHz antenna	\$873.75	20%	\$699.00
WGB-0190A	Bluetooth HiFi Microphone Mutable Kit - Cradle, Belt and Pivot Clips and 2.4 GHz antenna	\$450.00	20%	\$360.00
WGB-0191A	Bluetooth HiFi Microphone Non-Mutable Kit - Cradle, Belt and Pivot Clips and 2.4 GHz antenna	\$450.00	20%	\$360.00
WGA00750	Hi-Fi Microphone Transmitter 2.4 GHz, Long Range Bluetooth	\$431.25	20%	\$345.00
WGA00751	Hi-Fi Microphone Cradle 2.4 GHz, Long Range Bluetooth	\$156.25	20%	\$125.00
WGP02504	Windshield Mount Antenna 2.4GHz, 3ft cable with right-angle connector	\$25.00	20%	\$20.00
WGP01573-400	Extension Cable for WiFi Antenna 12ft PCTEL PFP195	\$31.25	20%	\$25.00

**Public Safety/Law Enforcement Video Products, Services and Solutions
Attachment D Category 3 - Pricing Workbook**

Category 3 - Automated License Plate Readers and Recording Devices

Respondent Name:

Motorola Solutions, Inc.

In the space provided below, please list your product offerings for this category. Prices will be held for the initial term of the contract.

All equipment required to make unit operational must be included below. If additional cost to base equipment please describe.

Pricing must be discounted per the baseline price and discounts

All pricing is for quantity of one (1)

Motorola Solutions Note: Category discounts based on vendor's MSRP pricing except for LPR which is based on LIST Pricing.

LICENSE PLATE READERS

Part #	Description	MSRP	Discount %	Final Price
TT4131A	M500 Basic LPR Annual Service Fee • Automatic License Plate Recognition using M500 Front camera to read license plates and query Agency Owned Data. • Service per Vehicle per Year	\$550	0%	\$550.0
DDN3421A	M500 Basic ALPR VaaS • \$43 / month + \$500 remote commissioning (up to 5 units) CarDetector Mobile, Vigilant PlateSearch (agency data only)	\$516	0%	\$516.0
TT4132A	4RE LPR Annual Service	\$95	0%	\$95.0
TT4132A	4RE LPR VAAS	\$0	0%	\$0.0

DDN3420A	Basic Remote Support for WG LPR License ● Remote Agency Manager Training ● Installation configuration Support - o Up to 5 systems	\$500	0%	\$500.0
TT4129A	Advanced Remote Support Services for WG LPR ● Agency Manager Training ● Installation & Configuration of LPR System ● Camera Alignment assistance - o Up to 5 systems ● All Services are remote ● Hardware Install Not Included (Sold Separately) USED ONLY FOR INTEGRATIONS IF A MOBILE LPR CAMERA SOLUTION IS SOLD TOGETHER	\$1,500	0%	\$1,500.0
TT4130A	Full Support Services for WG Advanced LPR ● Remote Agency Manager Training ● Onsite System Start-Up & Commissioning, including camera alignment - o Up to 5 systems ● Four (4) hours of onsite user training - o One (1) Hour LPR Software - o One (1) Hour Agency Manager Training - o Two (2) Hours User Training ● Hardware Install Not Included (Sold Separately) USED ONLY FOR INTEGRATIONS IF A MOBILE LPR CAMERA SOLUTION IS SOLD TOGETHER	\$5,000	0%	\$5,000.0

LPR BUNDLES

Part #	Description	MSRP	Discount %	Final Price
VS-CDMB2-22-RHD	WatchGuard 2-Camera Starter LPR Active Scan (2) 8mm Camera *For Existing 4RE customers, requires 4RE system, MDC/Laptop. Recommend a internet connection - Advanced Package	\$5,937.50	20%	\$4,750.00

Part #	Description	MSRP	Discount %	Final Price
VS-CDMB2-23-RHD	WatchGuard 2-Camera Starter LPR Active Scan (1) 8mm Camera and (1) 12mm Camera *For Existing 4RE customers, requires 4RE system, MDC/Laptop. Recommend a internet connection - Advanced Package	\$5,937.50	20%	\$4,750.00
VS-CDMB2-24-RHD	WatchGuard 2-Camera Starter LPR Active Scan (1) 8mm Camera and (1) 16mm Camera *For Existing 4RE customers, requires 4RE system, MDC/Laptop. Recommend a internet connection - Advanced Package	\$5,937.50	20%	\$4,750.00
VS-CDMB2-33-RHD	WatchGuard 2-Camera Starter LPR Active Scan (2) 12mm Cameras *For Existing 4RE customers, requires 4RE system, MDC/Laptop. Recommend a internet connection - Advanced Package	\$5,937.50	20%	\$4,750.00
VS-CDMB2-34-RHD	WatchGuard 2-Camera Starter LPR Active Scan (1) 12mm Camera and (1) 16mm Camera *For Existing 4RE customers, requires 4RE system, MDC/Laptop. Recommend a internet connection - Advanced Package	\$5,937.50	20%	\$4,750.00
WGA00574-LPR	Smart PoE switch configuration for 4RE Mobile ALPR system	\$562.50	20%	\$450.00
WGS00215	WatchGuard CarDetector Mobile Software License and Support	\$118.75	20%	\$95.00
WGW00400-100	Onsite Training in the setup configuration and training of WatchGuard CarDetector Mobile * Required for the Advanced and Advanced + package - includes Training, Configuration, Travel	\$6,250.00	20%	\$5,000.00
WGW00400-200	Remote Training in the setup configuration and training of WatchGuard CarDetector Mobile *Required for the Advanced and Advanced + package - includes Training, Configuration	\$3,125.00	20%	\$2,500.00
WGW00401	LPR Camera System Installation, In-Car (Per Unit Charge) *Requires a QUOTE for an offer for sale	\$625.00	20%	\$500.00

LPR Pricing

Part #	Description	MSRP	Discount %	Final Price
3PC-1EL	Single competitive camera license - Edge processing - SaaS	\$900.00	20%	\$720.00
3PC-1SL	Single competitive camera license - Central Server processing - SaaS	\$600.00	20%	\$480.00

Part #	Description	MSRP	Discount %	Final Price
3PC-LPL	Rack mount Linux LPR processor for 11-25 cameras	\$24,000.00	20%	\$19,200.00
3PC-LPM	Rack mount Linux LPR processor for 5-10 cameras	\$7,200.00	20%	\$5,760.00
3PC-LPS	Wall-pluggable Linux LPR processor for 1-2 cameras	\$2,400.00	20%	\$1,920.00
3PC-WPL	Rack mount Windows LPR processor for 11-25 cameras	\$24,000.00	20%	\$19,200.00
3PC-WPM	Rack mount Windows LPR processor for 5-10 cameras	\$7,200.00	20%	\$5,760.00
3PC-WPS	Wall-pluggable Windows LPR processor for 1-2 cameras	\$2,400.00	20%	\$1,920.00
ACI-01	(1) Avigilon Camera Integration	\$420.00	20%	\$336.00
BCA2HWW	Vigilant Fixed Camera Communications Box - Extended Hardware Warranty - Year 2 &3	\$2,400.00	20%	\$1,920.00
BCAH1WW	Vigilant Fixed Camera Communications Box - Extended Hardware Warranty - 1 Additional Year	\$1,200.00	20%	\$960.00
BCAV1F2-C600	Vigilant Fixed Camera Communications Box	\$3,474.00	20%	\$2,779.20
CAM-HITCH-SET	CAM BALL HITCH SET	\$60.00	20%	\$48.00
CAM-LOCKING-PLATE	Camera Locking Plate	\$30.00	20%	\$24.00
CAM-MAGNET-HITCH-SET	Standard LPR Camera Magnet	\$168.00	20%	\$134.40
CAM-MOUNT-FLAT-ASSY-SET	Universal LPR Camera Mounting Bracket	\$180.00	20%	\$144.00
CAT6-30FT-OUTDOOR	REAPERXD CAMERA CBL 30FT REVA	\$252.00	20%	\$201.60
CAT6-60FT-OUTDOOR	REAPER XD CAMERA CBL 60FT REVA	\$360.00	20%	\$288.00
CDF1LSWW	Fixed Camera LPR System Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$390.00	20%	\$312.00
CDF2LSWW	Fixed Camera LPR System Extended Software Warranty - Valid for 2 years from standard warranty expiration	\$630.00	20%	\$504.00
CDF3LSWW	Fixed Camera LPR System Extended Software Warranty - Valid for 3 years from standard warranty expiration	\$990.00	20%	\$792.00
CDF4LSWW	Fixed Camera LPR System Extended Software Warranty - Valid for 4 years from standard warranty expiration	\$1,470.00	20%	\$1,176.00
CDFS-1HWW	Fixed Camera LPR System Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$630.00	20%	\$504.00

Part #	Description	MSRP	Discount %	Final Price
CDFS-2HWW	Fixed Camera LPR System Extended Hardware Warranty - Valid for 2 years from standard warranty expiration	\$1,260.00	20%	\$1,008.00
CDFS-3HWW	Fixed Camera LPR System Extended Hardware Warranty - Valid for 3 years from standard warranty expiration	\$1,890.00	20%	\$1,512.00
CDFS-4HWW	Fixed Camera LPR System Extended Hardware Warranty - Valid for 4 years from standard warranty expiration	\$2,520.00	20%	\$2,016.00
CDFS-L5Q-HWW-01	Fixed L5Q Camera System - Extended Hardware Warranty - 1 Additional Year	\$420.00	20%	\$350.00
CDFS-L5Q-HWW-02	Fixed L5Q Camera System - Extended Hardware Warranty - 2 Additional Years	\$840.00	20%	\$700.00
CDFS-L5Q-HWW-03	Fixed L5Q Camera System - Extended Hardware Warranty - 3 Additional Years	\$1,260.00	20%	\$1,050.00
CDFS-L5Q-HWW-04	Fixed L5Q Camera System - Extended Hardware Warranty - 4 Additional Years	\$1,680.00	20%	\$1,400.00
CDFS-L6Q-HWW-01	Fixed L6Q Camera System - Extended Hardware Warranty - 1 Additional Year	\$504.00	20%	\$403.20
CDFS-L6Q-HWW-02	Fixed L6Q Camera System - Extended Hardware Warranty - 2 Additional Years	\$1,008.00	20%	\$806.40
CDFS-L6Q-HWW-03	Fixed L6Q Camera System - Extended Hardware Warranty - 3 Additional Years	\$1,512.00	20%	\$1,209.60
CDFS-L6Q-HWW-04	Fixed L6Q Camera System - Extended Hardware Warranty - 4 Additional Year	\$2,016.00	20%	\$1,612.80
CDM-1-1---L5M	Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm lens - High-Definition L5M Camera	\$9,600.00	20%	\$7,680.00
CDM-1-2---L5M	Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm lens - High-Definition L5M Camera	\$9,600.00	20%	\$7,680.00
CDM-1-3---L5M	Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm lens - High-Definition L5M Camera	\$9,600.00	20%	\$7,680.00
CDM-1-4---L5M	Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 16mm lens - High-Definition L5M Camera	\$9,600.00	20%	\$7,680.00
CDM-1-5---L5M	Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 25mm lens - High-Definition L5M Camera	\$9,600.00	20%	\$7,680.00
CDM-2-11--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00

Part #	Description	MSRP	Discount %	Final Price
CDM-2-12--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-13--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-14--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-15--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-22--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm lenses -High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-23--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-24--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-25--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-33--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-34--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-35--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-44--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 16mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-45--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-2-55--L5M	Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 25mm lenses - High-Definition L5M Cameras	\$12,000.00	20%	\$9,600.00
CDM-3-111-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-112-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-113-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00

Part #	Description	MSRP	Discount %	Final Price
CDM-3-114-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-115-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-122-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 8mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-123-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-124-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-125-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-133-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 12mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-134-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-135-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-144-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-145-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-155-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-222-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 8mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-223-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00

Part #	Description	MSRP	Discount %	Final Price
CDM-3-224-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-225-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-233-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 12mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-234-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-235-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-244-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-245-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-255-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-333-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 12mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-334-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-335-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-344-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-345-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-355-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-444-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 16mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00

Part #	Description	MSRP	Discount %	Final Price
CDM-3-445-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-455-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-3-555-L5M	Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 25mm lenses - High-Definition L5M Cameras	\$14,400.00	20%	\$11,520.00
CDM-4-1111L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 6mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1112L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1113L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1114L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1115L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1122L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=2 8mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1123L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1124L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1125L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1133L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=2 12mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1134L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00

Part #	Description	MSRP	Discount %	Final Price
CDM-4-1135L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1144L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1145L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1155L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1222L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=3 8mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1223L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1224L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1225L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1233L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=2 12mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1234L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1235L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1244L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00

Part #	Description	MSRP	Discount %	Final Price
CDM-4-1245L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1255L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1333L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=3 12mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1334L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1335L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1344L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1345L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 16mm, Qty=1 25mm Cameras, - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1355L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1444L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=3 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1445L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1455L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-1555L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=3 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00

Part #	Description	MSRP	Discount %	Final Price
CDM-4-2222L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 8mm Cameras - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2223L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2224L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2225L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2233L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=2 12mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2234L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2235L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2244L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2245L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2255L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2333L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=3 12mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2334L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2335L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2344L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00

Part #	Description	MSRP	Discount %	Final Price
CDM-4-2345L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 16mm, Qty=1 25mm Cameras, - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2355L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2444L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=3 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2445L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2455L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-2555L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=3 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-3333L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 12mm Cameras - High-Definition R2 Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-3334L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-3335L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-3344L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-3345L5M	Vigilant Mobile LPR 4-Camera 'Reaper' kit with GPS Unit - Includes Qty=2 12mm, Qty=2 16mm lenses - High-Definition Reaper Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-3355L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-3444L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=3 16mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-3445L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00

Part #	Description	MSRP	Discount %	Final Price
CDM-4-3455L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-3555L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=3 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-4444L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 16mm Cameras - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-4445L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-4455L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-4555L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 16mm, Qty=3 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDM-4-5555L5M	Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 25mm lenses - High-Definition L5M Cameras	\$16,800.00	20%	\$13,440.00
CDMS11HWW	Mobile LPR 1-Camera kit Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$630.00	20%	\$504.00
CDMS11SWW	Mobile LPR 1-Camera kit Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$630.00	20%	\$504.00
CDMS12HWW	Mobile LPR 1-Camera kit Extended Hardware Warranty - Valid for 2 years from standard warranty expiration	\$1,260.00	20%	\$1,008.00
CDMS12SWW	Mobile LPR 1-Camera kit Extended Software Warranty - Valid for 2 years from standard warranty expiration	\$1,110.00	20%	\$888.00
CDMS13HWW	Mobile LPR 1-Camera kit Extended Hardware Warranty - Valid for 3 years from standard warranty expiration	\$1,890.00	20%	\$1,512.00
CDMS13SWW	Mobile LPR 1-Camera kit Extended Software Warranty - Valid for 3 years from standard warranty expiration	\$1,620.00	20%	\$1,296.00
CDMS14HWW	Mobile LPR 1-Camera kit Extended Hardware Warranty - Valid for 4 years from standard warranty expiration	\$2,520.00	20%	\$2,016.00
CDMS14SWW	Mobile LPR 1-Camera kit Extended Software Warranty - Valid for 4 years from standard warranty expiration	\$2,130.00	20%	\$1,704.00
CDMS21HWW	Mobile LPR 2-Camera kit Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$1,260.00	20%	\$1,008.00

Part #	Description	MSRP	Discount %	Final Price
CDMS21SWW	Mobile LPR 2-Camera kit Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$1,260.00	20%	\$1,008.00
CDMS22HWW	Mobile LPR 2-Camera kit Extended Hardware Warranty - Valid for 2 years from standard warranty expiration	\$2,520.00	20%	\$2,016.00
CDMS22SWW	Mobile LPR 2-Camera kit Extended Software Warranty - Valid for 2 years from standard warranty expiration	\$2,250.00	20%	\$1,800.00
CDMS23HWW	Mobile LPR 2-Camera kit Extended Hardware Warranty - Valid for 3 years from standard warranty expiration	\$3,780.00	20%	\$3,024.00
CDMS23SWW	Mobile LPR 2-Camera kit Extended Software Warranty - Valid for 3 years from standard warranty expiration	\$3,240.00	20%	\$2,592.00
CDMS24HWW	Mobile LPR 2-Camera kit Extended Hardware Warranty - Valid for 4 years from standard warranty expiration	\$5,040.00	20%	\$4,032.00
CDMS24SWW	Mobile LPR 2-Camera kit Extended Software Warranty - Valid for 4 years from standard warranty expiration	\$4,200.00	20%	\$3,360.00
CDMS31HWW	Mobile LPR 3-Camera kit Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$1,854.00	20%	\$1,483.20
CDMS31SWW	Mobile LPR 3-Camera kit Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$1,854.00	20%	\$1,483.20
CDMS32HWW	Mobile LPR 3-Camera kit Extended Hardware Warranty - Valid for 2 years from standard warranty expiration	\$3,780.00	20%	\$3,024.00
CDMS32SWW	Mobile LPR 3-Camera kit Extended Software Warranty - Valid for 2 years from standard warranty expiration	\$3,360.00	20%	\$2,688.00
CDMS33HWW	Mobile LPR 3-Camera kit Extended Hardware Warranty - Valid for 3 years from standard warranty expiration	\$5,670.00	20%	\$4,536.00
CDMS33SWW	Mobile LPR 3-Camera kit Extended Software Warranty - Valid for 3 years from standard warranty expiration	\$4,800.00	20%	\$3,840.00
CDMS34HWW	Mobile LPR 3-Camera kit Extended Hardware Warranty - Valid for 4 years from standard warranty expiration	\$7,560.00	20%	\$6,048.00
CDMS34SWW	Mobile LPR 3-Camera kit Extended Software Warranty - Valid for 4 years from standard warranty expiration	\$6,300.00	20%	\$5,040.00
CDMS41HWW	Mobile LPR 4-Camera kit Extended Hardware Warranty - Valid for 1 year from standard warranty expiration	\$2,520.00	20%	\$2,016.00
CDMS41SWW	Mobile LPR 4-Camera kit Extended Software Warranty - Valid for 1 year from standard warranty expiration	\$2,460.00	20%	\$1,968.00

Part #	Description	MSRP	Discount %	Final Price
CDMS42HWW	Mobile LPR 4-Camera kit Extended Hardware Warranty - Valid for 2 years from standard warranty expiration	\$5,040.00	20%	\$4,032.00
CDMS42SWW	Mobile LPR 4-Camera kit Extended Software Warranty - Valid for 2 years from standard warranty expiration	\$4,440.00	20%	\$3,552.00
CDMS43HWW	Mobile LPR 4-Camera kit Extended Hardware Warranty - Valid for 3 years from standard warranty expiration	\$7,560.00	20%	\$6,048.00
CDMS43SWW	Mobile LPR 4-Camera kit Extended Software Warranty - Valid for 3 years from standard warranty expiration	\$6,420.00	20%	\$5,136.00
CDMS44HWW	Mobile LPR 4-Camera kit Extended Hardware Warranty - Valid for 4 years from standard warranty expiration	\$10,080.00	20%	\$8,064.00
CDMS44SWW	Mobile LPR 4-Camera kit Extended Software Warranty - Valid for 4 years from standard warranty expiration	\$8,400.00	20%	\$6,720.00
CDMT2-11--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-12--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-13--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-14--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-15--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-22--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm lenses -High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-23--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-24--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-25--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-33--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 12mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-34--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00

Automated License Plate Readers and Recording Devices

Part #	Description	MSRP	Discount %	Final Price
CDMT2-35--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-44--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 16mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-45--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT2-55--L5M	Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 25mm lenses - High-Definition L5M Cameras	\$15,900.00	20%	\$12,720.00
CDMT3-111-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 6mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-112-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-113-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-114-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-115-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-122-L5M	Vigilant3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 8mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-123-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-124-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-125-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-133-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 12mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-134-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00

Part #	Description	MSRP	Discount %	Final Price
CDMT3-135-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-144-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-145-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-155-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-222-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 8mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-223-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-224-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-225-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-233-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=2 12mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-234-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-235-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-244-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-245-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-255-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00

Automated License Plate Readers and Recording Devices

Part #	Description	MSRP	Discount %	Final Price
CDMT3-333-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 12mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-334-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-335-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-344-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-345-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-355-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-444-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 16mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-445-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-455-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CDMT3-555-L5M	Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 25mm lenses - High-Definition L5M Cameras	\$18,300.00	20%	\$14,640.00
CRADLEPOINT-IBR600C	For use with Headless LPR	\$838.80	20%	\$671.04
HEADLESS-UPFIT	Headless Upfit Kit	\$960.00	20%	\$768.00
K-PB-HD-SET	Push Bumper Bracket Mounting Kit for LPR Camera	\$186.00	20%	\$148.80
K-U-R-CAP-SET	LPR Camera Mounting Kit for Caprice Roof	\$480.00	20%	\$384.00
K-U-R-CHGR11-SET	LPR Camera Mounting Kit for 2011+ Charger Roof	\$480.00	20%	\$384.00
K-U-R-CVIC-SET	LPR Camera Mounting Kit for Crown Vic Roof	\$480.00	20%	\$384.00
K-U-R-ESC-18-SET	LPR Camera Mounting Kit for Ford Escape Roof	\$480.00	20%	\$384.00
K-U-R-F150-14-SET	LPR Camera Mounting Kit for 2014+ Ford F-150 Roof	\$480.00	20%	\$384.00
K-U-R-INTSDN-SET	LPR Camera Mounting Kit for Interceptor Sedan Roof	\$480.00	20%	\$384.00
K-U-R-INTSUV-20-SET	LPR Camera Mounting Kit for Interceptor SUV Roof - 2020+	\$480.00	20%	\$384.00
K-U-R-INTSUV-SET	LPR Camera Mounting Kit for Interceptor SUV Roof	\$480.00	20%	\$384.00
K-U-R-TAHOE-06-SET	LPR Camera Mounting Kit for 2006-14 Tahoe Roof	\$480.00	20%	\$384.00

Part #	Description	MSRP	Discount %	Final Price
K-U-R-TAHOE-SET	LPR Camera Mounting Kit for 2015 Tahoe Roof	\$480.00	20%	\$384.00
K-U-R-TRANS-SET	LPR Camera Mounting Kit for 2016 Ford Transit	\$480.00	20%	\$384.00
K-U-T-CAP-SET	LPR Camera Mounting Kit for Caprice Trunk	\$408.00	20%	\$326.40
K-U-T-CHGR11-SET	LPR Camera Mounting Kit for 2011+ Charger Trunk	\$408.00	20%	\$326.40
K-U-T-INTSDN-SET	LPR Camera Mounting Kit for Interceptor Sedan Trunk	\$408.00	20%	\$326.40
L5F-CAMERA-CABLE-150FT-THIN	L5F Camera Cable - 150 FT	\$750.00	20%	\$600.00
L5F-CAMERA-CABLE-180FT-THIN	L5F Camera Cable - 180 FT	\$930.00	20%	\$750.00
L5F-CAMERA-CABLE-250FT-THIN	L5F Camera Cable - 250 FT	\$1,140.00	20%	\$1,000.00
L5F-CAMERA-CBL-100FT-THIN	L5F Camera Cable - 100 FT	\$598.80	20%	\$500.00
L5F-CAMERA-CBL-15FT-THIN	L5F Camera Cable - 15 FT	\$414.00	20%	\$370.00
L5F-CAMERA-CBL-200FT-THIN	L5F Camera Cable - 200 FT	\$978.00	20%	\$850.00
L5F-CAMERA-CBL-30FT-THIN	L5 Series Camera Cable - 30 FT	\$480.00	20%	\$384.00
L5F-CAMERA-CBL-60FT-THIN	L5F Camera Cable - 60 FT	\$540.00	20%	\$432.00
L5F-CAMERA-CBL-RHD-ADPTR	L5F to RHD Camera Cable Adapter	\$239.98	20%	\$191.98
L5Q-REP-HWW	Annual L5Q Replacement Plan	\$119.00	20%	\$95.20
L6Q-REPPLAN	L6Q Annual Replacement Plan	\$120.00	20%	\$96.00
LEARN-API	Hosted LPR LEARN Account - API Service - Annual	\$6,000.00	20%	\$4,800.00
LOCKING-SCREW	Camera Locking Screw	\$3.60	20%	\$2.88
PARKING-PEDESTAL-GR-14	Electrical Box Fixed Camera Enclosure - 38"H x 16"D x 12"W 14 Gauge Metal Enclosure	\$3,840.00	20%	\$3,072.00
Prepaid-L5Q-S	Annual Prepaid Subscription - 1 L5Q camera via 1 Year	\$2,700.00	20%	\$2,160.00
Prepaid-L6Q-S	Annual Prepaid Subscription - 1 L6Q camera via 1 Year	\$3,594.00	20%	\$2,875.20
PREPAID-SUB-CDM-1	Annual Prepaid Subscription - 1-Camera camera system via 1 Year	\$4,200.00	20%	\$3,360.00
PREPAID-SUB-CDM-2	Annual Prepaid Subscription - 2-Camera camera system via 1 Year	\$4,500.00	20%	\$3,600.00
PREPAID-SUB-CDM-3	Annual Prepaid Subscription - 3-Camera camera system via 1 Year	\$6,000.00	20%	\$4,800.00

Part #	Description	MSRP	Discount %	Final Price
PREPAID-SUB-CDM-4	Annual Prepaid Subscription - 4-Camera camera system via 1 Year	\$7,500.00	20%	\$6,000.00
PREPAID-SUB-HUB	Annual Prepaid Subscription Credit - Hub Camera - 1 Year	\$3,594.00	20%	\$2,875.20
PREPAID-SUB-SPK	Annual Prepaid Subscription Credit - Spoke Camera - 1 Year	\$2,394.00	20%	\$1,915.20
RAM-KEY2-USB	Tablet Keyboard	\$564.30	20%	\$451.44
REAPERHD-CAMERA-CABLE	ReaperHD Camera Cable - 15FT	\$180.00	20%	\$144.00
REAPERHD-CAMERA-CABLE-30FT	ReaperHD Camera Cable - 30FT	\$300.00	20%	\$240.00
REAPERHD-CAMERA-CABLE-60FT	ReaperHD Camera Cable - 60FT	\$360.00	20%	\$288.00
RJ45-TERMINAL-END	RJ45 FIELD PLUG CAT6A	\$30.00	20%	\$24.00
SSUC-CERT	Reseller SSU&C Certification Training	\$6,000.00	20%	\$4,800.00
SSU-LN-COM	ClientPortal Standard Account Access	\$1,530.00	20%	\$1,224.00
SSU-LN-COM	Vigilant System Start Up & Commissioning of Hosted/Managed LEARN or Client Portal Server Account - Required for all hosted/managed LEARN or Client Portal accounts	\$1,530.00	20%	\$1,224.00
SSU-LNNCOM	Vigilant System Start Up & Commissioning of Customer Hosted LEARN Server - Required for all customer hosted LEARN server deployments	\$7,440.00	20%	\$5,952.00
SSUPLNNCOM	Vigilant Partner System Start Up & Commissioning of Customer Hosted LEARN Server - Required for all customer hosted LEARN server deployments	\$7,440.00	20%	\$5,952.00
SSUPSYS-COM	Vigilant Partner System Start Up & Commissioning of 'In Field' LPR system - Applies teach mobile and fixed LPR system	\$1,194.00	20%	\$955.20
SSU-SYS-COM	Vigilant System Start Up & Commissioning of 'In Field' LPR system - Applies teach mobile and fixed LPR system	\$1,194.00	20%	\$955.20
SSU-SYS-L5Q-COM	Vigilant System Start Up & Commissioning of 'In Field' L5Q LPR system	\$420.00	20%	\$336.00
SSU-SYS-L6Q-COM	System Start Up & Commissioning Field Services including installation	\$420.00	20%	\$336.00
SSU-SYS-LINC-COM	Vigilant System Start Up & Commissioning LinC Integration	\$300.00	20%	\$240.00
SSU-SYS-PK-COM	Vigilant System Start Up & Commissioning of 'In Field' Parking LPR system	\$3,000.00	20%	\$2,400.00
SUB-CDM-1-1---L5M	Subscription Service - Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm lens - High-Definition L5M Camera - SaaS	\$4,200.00	20%	\$3,360.00
SUB-CDM-1-2---L5M	Subscription Service - Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm lens - High-Definition L5M Camera - SaaS	\$4,200.00	20%	\$3,360.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-1-3---L5M	Subscription Service - Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm lens - High-Definition L5M Camera - SaaS	\$4,200.00	20%	\$3,360.00
SUB-CDM-1-4---L5M	Subscription Service - Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 16mm lens - High-Definition L5M Camera - SaaS	\$4,200.00	20%	\$3,360.00
SUB-CDM-1-5---L5M	Subscription Service - Vigilant Mobile LPR 1-Camera 'L5M' kit with GPS Unit - Includes Qty=1 25mm lens - High-Definition L5M Camera - SaaS	\$4,200.00	20%	\$3,360.00
SUB-CDM-2-11--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-12--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-13--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-14--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-15--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-22--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm lenses -High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-23--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-24--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-25--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-2-33--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-34--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-35--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-44--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-45--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-2-55--L5M	Subscription Service - Vigilant Mobile LPR 2-Camera 'L5M' kit with GPS Unit - Includes Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$4,500.00	20%	\$3,600.00
SUB-CDM-3-111-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-112-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-113-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-114-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-115-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-3-122-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 8mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-123-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-124-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-125-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-133-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-134-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-135-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-144-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-145-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-155-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-222-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 8mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-3-223-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-224-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-225-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-233-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-234-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-235-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-244-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-245-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-255-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-333-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 12mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-334-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-3-335-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-344-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-345-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-355-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-444-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-445-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-455-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-3-555-L5M	Subscription Service - Vigilant Mobile LPR 3-Camera 'L5M' kit with GPS Unit - Includes Qty=3 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,000.00	20%	\$4,800.00
SUB-CDM-4-1111L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 6mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1112L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1113L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-4-1114L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1115L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1122L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=2 8mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1123L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1124L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1125L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1133L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1134L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1135L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1144L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1145L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-4-1155L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 6mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1222L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=3 8mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1223L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1224L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1225L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1233L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1234L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1235L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1244L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1245L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1255L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 8mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-4-1333L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=3 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1334L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1335L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1344L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1345L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 16mm, Qty=1 25mm Cameras, - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1355L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1444L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=3 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1445L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1455L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-1555L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 6mm, Qty=3 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2222L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 8mm Cameras - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-4-2223L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2224L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2225L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2233L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2234L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2235L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2244L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2245L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2255L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 8mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2333L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=3 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2334L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-4-2335L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'Reaper' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 12mm, Qty=1 16mm lenses - High-Definition Reaper Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2344L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2345L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 16mm, Qty=1 25mm Cameras, - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2355L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2444L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=3 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2445L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2455L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-2555L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 8mm, Qty=3 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-3333L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 12mm Cameras - High-Definition R2 Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-3334L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-3335L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-4-3344L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-3345L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm, Qty=1 16mm, Qty=1 25mm Cameras, - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-3355L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-3444L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=3 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-3445L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-3455L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-3555L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 12mm, Qty=3 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-4444L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 16mm Cameras - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-4445L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=3 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-4455L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=2 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDM-4-4555L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=1 16mm, Qty=3 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00

Automated License Plate Readers and Recording Devices

Part #	Description	MSRP	Discount %	Final Price
SUB-CDM-4-5555L5M	Subscription Service - Vigilant Mobile LPR 4-Camera 'L5M' kit with GPS Unit - Includes Qty=4 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,500.00	20%	\$6,000.00
SUB-CDMT2-11--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-12--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-13--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-14--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-15--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-22--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm lenses -High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-23--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-24--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-25--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-33--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00

Automated License Plate Readers and Recording Devices

Part #	Description	MSRP	Discount %	Final Price
SUB-CDMT2-34--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-35--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-44--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-45--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT2-55--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$6,300.00	20%	\$5,040.00
SUB-CDMT3-111-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 6mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-112-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-113-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-114-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-115-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-122-L5M	Subscription Service - Vigilant3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 8mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDMT3-123-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-124-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-125-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-133-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-134-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-135-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-144-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-145-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-155-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-222-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 8mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-223-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDMT3-224-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-225-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-233-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-234-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-235-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-244-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-245-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-255-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-333-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 12mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-334-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-335-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00

Part #	Description	MSRP	Discount %	Final Price
SUB-CDMT3-344-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-345-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-355-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-444-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 16mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-445-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-455-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUB-CDMT3-555-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 25mm lenses - High-Definition L5M Cameras - SaaS	\$7,800.00	20%	\$6,240.00
SUBPCDMT2-11--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-12--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-13--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-14--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00

Part #	Description	MSRP	Discount %	Final Price
SUBPCDMT2-15--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-22--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm lenses -High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-23--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-24--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-25--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-33--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-34--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-35--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-44--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-45--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00
SUBPCDMT2-55--L5M	Subscription Service - Vigilant 2-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,000.00	20%	\$7,200.00

Automated License Plate Readers and Recording Devices

Part #	Description	MSRP	Discount %	Final Price
SUBPCDMT3-111-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 6mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-112-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 8mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-113-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-114-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-115-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 6mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-122-L5M	Subscription Service - Vigilant3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 8mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-123-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-124-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-125-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-133-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-134-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00

Part #	Description	MSRP	Discount %	Final Price
SUBPCDMT3-135-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-144-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-145-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-155-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 6mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-222-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 8mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-223-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm, Qty=1 12mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-224-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-225-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 8mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-233-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=2 12mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-234-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-235-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00

Part #	Description	MSRP	Discount %	Final Price
SUBPCDMT3-244-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-245-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-255-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 8mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-333-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 12mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-334-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 12mm, Qty=1 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-335-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 12mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-344-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=2 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-345-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=1 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-355-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 12mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-444-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 16mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-445-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=2 16mm, Qty=1 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00

Part #	Description	MSRP	Discount %	Final Price
SUBPCDMT3-455-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=1 16mm, Qty=2 25mm lenses - High-Definition L5M Cameras - SaaS	\$9,600.00	20%	\$7,680.00
SUBPCDMT3-555-L5M	Subscription Service - Vigilant 3-Camera Tablet-Based L5M HD Mobile LPR System - Includes Qty=3 25mm lenses - High-Definition L5M Cameras	\$9,600.00	20%	\$7,680.00
TAB-C1500-01	RAM Base Plate and Pole for Chevy 1500	\$336.00	20%	\$268.80
TAB-CTAHO-01	RAM Base Plate and Pole for Chevy Tahoe	\$516.00	20%	\$412.80
TAB-DCHAR-01	RAM Base Plate and Pole for Dodge Charger Police	\$312.00	20%	\$249.60
TAB-DJOUR-01	RAM Base Plate and Pole for Dodge Journey	\$294.00	20%	\$235.20
TAB-DRAM-01	RAM Base Plate and Pole for Ram 1500	\$312.00	20%	\$249.60
TAB-FESCA-01	RAM Base Plate and Pole for Ford Escape & Ford F150	\$294.00	20%	\$235.20
TAB-FEXPL-01	RAM Base Plate and Pole for Ford Explorer	\$330.00	20%	\$264.00
TAB-FINTS-01	RAM Base Plate and Pole for Ford Police Interceptor Utility	\$300.00	20%	\$240.00
TAB-FTAUR-01	RAM Base Plate and Pole for Ford Taurus	\$378.00	20%	\$302.40
TAB-JCHER-01	RAM Base Plate and Pole for Jeep Grand Cherokee	\$312.00	20%	\$249.60
TAS-01	Target Alert Service LPR Alert Delivery Software - Single License	\$0.00	20%	\$0.00
THUMB-SCREW	Camera Thumb Screw	\$3.60	20%	\$2.88
TIS-TECHTRAILER-VLP	Standard 2-Camera LPR Trailer - 525W Solar	Call for Pricing	20%	Call for Pricing
U-BASE-SET	High Impact Camera Magnet	\$357.60	20%	\$286.08
VERIZON-NANO-SIM	Annual Cellular Data Plan (NanoSIM)	\$1,440.00	20%	\$1,152.00
VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for up to 14 total camera units - SaaS	\$630.00	20%	\$500.00
VSBSCSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 15-30 total camera units - SaaS	\$540.00	20%	\$425.00
VSBSCSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 31-60 total camera units - SaaS	\$480.00	20%	\$375.00
VSBSCSVC-04	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for over 60 total camera units - SaaS	\$330.00	20%	\$250.00

Part #	Description	MSRP	Discount %	Final Price
VSBSCSVC-L5Q	Vigilant L5Q Service Package for Hosted/Managed LPR Deployments - SaaS	\$300.00	20%	\$225.00
VSBSCSVC-L6Q	Vigilant L6Q Service Package for Hosted/Managed LPR Deployments	\$300.00	20%	\$240.00
VS-CBL-LOCK	Python Professional 6 Foot Cable Lock	\$48.00	20%	\$38.40
VS-CDFS1SR	Fixed Camera LPR System Rack Server Hardware for up t8 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$4,560.00	20%	\$3,648.00
VS-CDFS1ST	Fixed Camera LPR System Tower Server Hardware for up t8 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$4,445.00	20%	\$3,556.00
VS-CDFS2SR	Fixed Camera LPR System Rack Server Hardware for up t21 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$6,000.00	20%	\$4,800.00
VS-CDFS2ST	Fixed Camera LPR System Tower Server Hardware for up t21 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$7,680.00	20%	\$6,144.00
VS-CDFS3SR	Fixed Camera LPR System Rack Server Hardware for up t35 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$9,702.00	20%	\$7,761.60
VS-CDX-01	CDM/CDF LPR Camera Software License	\$895.00	20%	\$716.00
VS-CIP-I	Vigilant Competitive LPR Server Integration Service - Remote engineering services and software module for installation on competitive LPR server	\$5,400.00	20%	\$4,500.00
VS-CIP-M	Engineering service to migrate historical data tLEARN account**Ndisruption of existing server operations*Priced per camera*Non-recurring	\$600.00	20%	\$500.00
VS-CIP-S-01	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 1 t14 Cameras - SaaS	\$1,800.00	20%	\$1,500.00
VS-CIP-S-02	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 15 t30 Cameras - SaaS	\$1,500.00	20%	\$1,250.00

Part #	Description	MSRP	Discount %	Final Price
VS-CIP-S-03	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 31 t60 Cameras - SaaS	\$1,320.00	20%	\$1,100.00
VS-CIP-S-04	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 61 or more Cameras - SaaS	\$1,200.00	20%	\$1,000.00
VS-CLIENTPORTAL-H	Client Portal Account	\$0.00	20%	\$0.00
VSF-008-L5F	L5F Fixed LPR Camera with Sun Shield - 8mm Lens with Camera Cable	\$7,795.00	20%	\$6,236.00
VSF-016-L5F	L5F Fixed LPR Camera with Sun Shield - 16mm Lens with Camera Cable	\$7,795.00	20%	\$6,236.00
VSF-025-L5F	L5F Fixed LPR Camera with Sun Shield - 25mm Lens with Camera Cable	\$7,795.00	20%	\$6,236.00
VSF-035-L5F	L5F Fixed LPR Camera with Sun Shield - 35mm Lens with Camera Cable	\$7,795.00	20%	\$6,236.00
VSF-050-L5F	L5F Fixed LPR Camera with Sun Shield - 50mm Lens with Camera Cable	\$7,795.00	20%	\$6,236.00
VSF-L5Q-S-KIT	L5Q Quick Deploy LPR Camera System with Pole Mount and Camera Enclosure	\$7,200.00	20%	\$5,760.00
VSF-L6Q-P-KIT	L6Q with 12V DC Power Only Kit - Capex	\$7,254.00	20%	\$5,803.20
VSF-L6Q-S-KIT	L6Q and Solar Kit - Capex	\$7,794.00	20%	\$6,469.02
VSF-L6Q-SIM-P-KIT	L6Q with 12V DC Power Only Kit - Capex with SIM	\$8,634.00	20%	\$7,166.22
VSF-L6Q-SIM-S-KIT	L6Q with Solar Kit - Capex with SIM	\$9,234.00	20%	\$7,664.22
VSFS-008-L5F-HUB	Fixed LPR Subscription Service - Hub - 16mm L5F Camera and Communications Box - SaaS	\$3,594.00	20%	\$2,875.20
VSFS-008-L5F-SPK	Fixed LPR Subscription Service - Spoke - 16mm L5F Camera - SaaS	\$2,394.00	20%	\$1,915.20
VSFS-012-L5F-HUB	Fixed LPR Subscription Service - Hub - 12mm L5F Camera and Communications Box - SaaS	\$3,594.00	20%	\$2,875.20
VSFS-016-L5F-HUB	Fixed LPR Subscription Service - Hub - 16mm L5F Camera and Communications Box - SaaS	\$3,594.00	20%	\$2,875.20
VSFS-016-L5F-SPK	Fixed LPR Subscription Service - Spoke - 16mm L5F Camera - SaaS	\$2,394.00	20%	\$1,915.20
VSFS-025-L5F-HUB	Fixed LPR Subscription Service - Hub - 25mm L5F Camera and Communications Box - SaaS	\$3,594.00	20%	\$2,875.20
VSFS-025-L5F-SPK	Fixed LPR Subscription Service - Spoke - 25mm L5F Camera - SaaS	\$2,394.00	20%	\$1,915.20

Part #	Description	MSRP	Discount %	Final Price
VSFS-035-L5F-HUB	Fixed LPR Subscription Service - Hub - 35mm L5F Camera and Communications Box - SaaS	\$3,594.00	20%	\$2,875.20
VSFS-035-L5F-SPK	Fixed LPR Subscription Service - Spoke - 35mm L5F Camera - SaaS	\$2,394.00	20%	\$1,915.20
VSFS-050-L5F-HUB	Fixed LPR Subscription Service - Hub - 50mm L5F Camera and Communications Box - SaaS	\$3,594.00	20%	\$2,875.20
VSFS-050-L5F-SPK	Fixed LPR Subscription Service - Spoke - 50mm L5F Camera - SaaS	\$2,394.00	20%	\$1,915.20
VSFS-L5Q-S	L5Q Quick Deploy LPR Camera System Annual Subscription - SaaS	\$2,700.00	20%	\$2,160.00
VSFS-L6Q-P-SUB	L6Q with 12V DC Power Only Subscription	\$3,594.00	20%	\$2,875.20
VSFS-L6Q-S-SUB	L6Q and Solar Kit Subscription	\$3,594.00	20%	\$2,875.20
VSFS-L6Q-PWR-S	L6Q with 12V DC Power Only Kit - Subscription NO SIM	\$2,395.00	0%	\$2,395.00
VSFS-L6Q-PWR-S-SIM	L6Q with 12V DC Power Only Kit - Subscription WITH SIM	\$2,995.00	0%	\$2,995.00
VSFS-L6Q-SOL-S	L6Q and Solar Kit - Subscription NO SIM	\$2,395.00	0%	\$2,395.00
VSFS-L6Q-SOL-S-SIM	L6Q and Solar Kit - Subscription WITH SIM	\$2,995.00	0%	\$2,995.00
VSF-L6Q-PWR	L6Q with 120V AC Power Only Kit - Capex - NO SIM	\$7,638.00	20%	\$6,110.40
VSF-L6Q-PWR-SIM	L6Q with 120V AC Power Only Kit - Capex - WITH SIM	\$9,018.00	20%	\$7,214.40
VSF-L6Q-SOL	L6Q and Solar Kit - Capex - NO SIM	\$8,178.00	20%	\$6,542.40
VSF-L6Q-SOL-SIM	L6Q and Solar Kit - Capex - WITH SIM	\$9,618.00	20%	\$7,694.40
VS-FX-DUAL-BRKT-ASSY	Dual Fixed Camera Wall Mount Bracket	\$480.00	20%	\$400.00
VS-FX-UNI-POLE-WALL-BRKT_REV_B	UPR ARM ASSY POLE & WALL MOUNT BLK REV B	\$420.00	20%	\$350.00
VS--GALLERY-1	License tenable gallery size per record	\$6.00	20%	\$4.80
VSHSTLB01	LPR Camera Single Trunk Mount Bracket - One required per camera	\$78.00	20%	\$62.40
TT4151A	Investigative Data Platform - For 51 t100 Sworn - Commercial Data and FaceSearch Access - SaaS	\$13,500.00	20%	\$10,800.00
TT4150A	Investigative Data Platform - For up t50 Sworn - Commercial Data and FaceSearch Access - SaaS	\$9,300.00	20%	\$7,440.00
TT4149A	Investigative Data Platform - For up t25 Sworn - Commercial Data and FaceSearch Access - SaaS	\$5,100.00	20%	\$4,080.00
TT4152A	Investigative Data Platform - For 101 t200 Sworn - Commercial Data and FaceSearch Access - SaaS	\$23,100.00	20%	\$18,480.00
TT4153A	Investigative Data Platform - For 201 t500 Sworn - Commercial Data and FaceSearch Access - SaaS	\$39,300.00	20%	\$31,440.00

Part #	Description	MSRP	Discount %	Final Price
TT4154A	Investigative Data Platform - For 501 t1000 Sworn - Commercial Data and FaceSearch Access - SaaS	\$65,700.00	20%	\$52,560.00
TT4155A	Investigative Data Platform - For 1,001 t1,500 Sworn - Commercial Data and FaceSearch Access - SaaS	\$95,995.00	20%	\$76,796.00
TT4156A	Investigative Data Platform - For 1,501 t2,000 Sworn - Commercial Data and FaceSearch Access - SaaS	\$119,995.00	20%	\$95,996.00
TT4157A	Investigative Data Platform - For up t2,500 Sworn - Commercial Data and FaceSearch Access - SaaS	\$150,000.00	20%	\$120,000.00
TT4158A	Investigative Data Platform - For up t5,000 Sworn - Commercial Data and FaceSearch Access - SaaS	\$270,000.00	20%	\$216,000.00
VS-IDP-01	Investigative Data Platform - For 51 t100 Sworn - Commercial Data and FaceSearch Access - SaaS	\$13,500.00	20%	\$10,800.00
VS-IDP-01A	Investigative Data Platform - For up t50 Sworn - Commercial Data and FaceSearch Access - SaaS	\$9,300.00	20%	\$7,440.00
VS-IDP-01B	Investigative Data Platform - For up t25 Sworn - Commercial Data and FaceSearch Access - SaaS	\$5,100.00	20%	\$4,080.00
VS-IDP-02	Investigative Data Platform - For 101 t200 Sworn - Commercial Data and FaceSearch Access - SaaS	\$23,100.00	20%	\$18,480.00
VS-IDP-03	Investigative Data Platform - For 201 t500 Sworn - Commercial Data and FaceSearch Access - SaaS	\$39,300.00	20%	\$31,440.00
VS-IDP-04	Investigative Data Platform - For 501 t1000 Sworn - Commercial Data and FaceSearch Access - SaaS	\$65,700.00	20%	\$52,560.00
VS-IDP-05	Investigative Data Platform - For 1,001 t1,500 Sworn - Commercial Data and FaceSearch Access - SaaS	\$95,995.00	20%	\$76,796.00
VS-IDP-06	Investigative Data Platform - For 1,501 t2,000 Sworn - Commercial Data and FaceSearch Access - SaaS	\$119,995.00	20%	\$95,996.00
VS-IDP-07	Investigative Data Platform - For up t2,500 Sworn - Commercial Data and FaceSearch Access - SaaS	\$150,000.00	20%	\$120,000.00
VS-IDP-08	Investigative Data Platform - For up t5,000 Sworn - Commercial Data and FaceSearch Access - SaaS	\$270,000.00	20%	\$216,000.00
VS-INSTALL	Installation of Fixed Cameras	\$2,500.00	0%	\$5,000.00
VS-L5Q-CBE	L5Q Cable Box Enclosure	\$234.00	20%	\$187.20
VS-L5Q-HDSE	L5Q Heavy-Duty Security Enclosure	\$114.00	20%	\$91.20
VS-L5Q-HDSESK	L5Q Heavy-Duty Security Enclosure and Swivel Kit	\$216.00	20%	\$172.80

Part #	Description	MSRP	Discount %	Final Price
VS-L5Q-PWRCBL	L5Q 12V Power Cable Extension	\$42.00	20%	\$33.60
VS-L5Q-SC10	L5Q Replacement or Supplemental Solar Panel	\$1,194.00	20%	\$955.20
VS-L5Q-SC10MB	L5Q Replacement Pole Mount Bracket	\$36.00	20%	\$28.80
VS-L6Q-120VAC	L6Q 120V AC External power supply	\$186.00	20%	\$148.80
VS-L6Q-12VDC	L6Q 12V DC Power Cable	\$90.00	20%	\$72.00
VS-L6Q-40WSP	L6Q Solar Panel Only	\$954.00	20%	\$763.20
VS-L6Q-BATTCHRG12V4A	L6Q SOLAR BATT CHARGE CABLE	\$114.00	20%	\$91.20
VS-L6Q-EANT	L6Q External LTE Antenna	\$150.00	20%	\$120.00
VS-L6Q-POLE-PWR-TAP	Pole Power Tap L6Q, 100-277V to 12V, 25ft	\$720.00	20%	\$576.00
VS-L6Q-SPEB	L6Q Solar Panel Expansion Battery Only	\$390.00	20%	\$312.00
VS-L6Q-SPEK	L6Q Solar Panel Expansion Kit	\$1,314.00	20%	\$1,051.20
VS-L6Q-SPPK	L6Q Solar Panel Primary Kit	\$1,554.00	20%	\$1,243.20
VS-LBB-01-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Single Bracket	\$684.00	20%	\$547.20
VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set	\$1,314.00	20%	\$1,051.20
VS-LBB-FS-VBAR-02-A	LPR Camera Mounting Brackets - Light Bar Mounting Style for Federal Signal Valor Light Bars - Mounts up to four (4) LPR cameras	\$1,260.00	20%	\$1,008.00
VS-LEARN--H	Vigilant Hosted/Managed Centralized LPR server via LEARN - Vigilant hosted/managed LEARN account	\$0.00	20%	\$0.00
VS-LETTR-01	Data Integration Service	\$12,000.00	20%	\$9,600.00
VS-LETTR-SWW	Data Integration Service Maintenance	\$3,000.00	20%	\$2,400.00
VS-MC-MP-H	MC Multi-Plate Upgrade License - Qty = Number of Users	\$120.00	20%	\$100.00
VS-MC-MP-S	Mobile Companion Multi-Plate License - Qty = Number of Users	\$360.00	20%	\$300.00
VS-OFFLINESEARCH-1U	Standalone Offline Search - 1 User license	\$6,000.00	20%	\$4,800.00
VSPK1SVC-01	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for up to 14 total camera units - SaaS	\$270.00	20%	\$225.00
VSPK1SVC-02	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 15-30 total camera units - SaaS	\$228.00	20%	\$190.00

Part #	Description	MSRP	Discount %	Final Price
VSPK1SVC-03	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 31-60 total camera units - SaaS	\$198.00	20%	\$165.00
VSPK1SVC-04	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for over 60 total camera units - SaaS	\$138.00	20%	\$115.00
VSPTRNG	Vigilant Partner End User Training - End user training for Vigilant products	\$1,500.00	20%	\$1,500.00
VSPTRVL-01	Travel Fees for onsite Services (By Partner)	\$1,860.00	20%	\$1,860.00
VSS-12-LiPoUP-CW	Lithium 12VDC Upgrade for COLD WEATHER	\$15,300.00	20%	\$12,240.00
VSS-24-LiPoUP-CW	Lithium 24VDC Upgrade for COLD WEATHER	\$19,260.00	20%	\$15,408.00
VS-SCOFFLAW	Scofflaw Alerting Service - powered by LEARN - SaaS	\$30,000.00	20%	\$24,000.00
VS-SHP-01	Vigilant Shipping Charges - Required per mobile system	\$156.00	20%	\$124.80
VS-SHP-02	Vigilant Shipping Charges - Required per Fixed Kit or Comms	\$84.00	20%	\$67.20
VS-SHP-03	Vigilant Shipping Charges - Required per server	\$84.00	20%	\$67.20
VSS-LBB-FS-VBAR-02-DKIT	LPR Camera Mounting Light Bar Mounting Style for Federal Signal Valor Light Bars with TD Relocation Kit - Mounts up to four (4) LPR cameras	\$1,315.00	20%	\$1,095.00
VSS-LIPO-12V	Lithium 12VDC Upgrade	\$13,500.00	20%	\$10,800.00
VSS-LIPO-24V	Lithium 24VDC Upgrade	\$17,100.00	20%	\$13,680.00
VS-SW-WARRANTY	Software warranty, bug fixes and minor releases (remote) - Year 1	\$1.20	20%	\$0.96
VS-TBLT-301Y-KIT	Vigilant Tablet Kit - 301Y	\$4,800.00	20%	\$3,840.00
VS-TRVL-01	Vigilant Travel via Client Site Visit - Travel costs for onsite support services	\$1,860.00	20%	\$1,488.00
VS-VPS-PI-INT	Parking Integration - Annual Fee - SaaS	\$1,200.00	20%	\$1,000.00
VS-VPS-PT-01	Parking Enforcement System Toolkit - SaaS	\$1,200.00	20%	\$1,000.00
VT-TRL-2-44-L5F	16mm L5F Upfit Kit	\$13,800.00	20%	\$11,040.00
VT-TRL-2-55-L5F	25mm L5F Upfit Kit	\$13,800.00	20%	\$11,040.00
VZ-NSIM-REN	Annual Verizon Sim Renewal	\$1,440.00	20%	\$1,152.00
VB-400-ID-CUS-5000	Custom VB400 front-button Sticker (Print). Qty. 5000	\$9,240.00	20%	\$7,392.00
VB-400-ID-CUS-ART	Artwork creation for custom VB400 front button Sticker (Design)	\$522.00	20%	\$417.60
VB-400-QR-KFSTUD	VB400 KlickFast Stud for Quick Release base	\$30.00	20%	\$24.00
VB-400-QR-KFTILT	VB400 Tilting KlickFast for Quick Release base	\$42.00	20%	\$33.60
VB-400-QR-KFTILT2	VB400 WideTilt KlickFast for Quick Release base	\$72.00	20%	\$57.60

Part #	Description	MSRP	Discount %	Final Price
VB-400-QR-KFTILT3	VB400 22 Degree Offset Tilt Mount for Quick Release base	\$78.00	20%	\$62.40
VB-400-QR-SPORT	VB400 Sports Camera fitting for Quick Release base	\$30.00	20%	\$24.00
VB-400-SOLO-12MW	Warranty: VB400 one-port USB dock, 12 months	\$42.00	20%	\$33.60
VB-400-SOLO-24MW	Warranty: VB400 one-port USB dock, 24 months	\$72.00	20%	\$57.60
VB-400-VF-MAG	VB400 close-fit double magnet mount	\$42.00	20%	\$33.60
VB-400-VF-MOL2	VB400 close-fit double molle mount	\$84.00	20%	\$67.20
VB-YA-HA-1	Yardarm Holster Aware Sensor & Fixing Kit	\$600.00	20%	\$480.00
VB-YA-HA-12MW-1	Holster Aware - Extended Warranty - Year 2	\$90.00	20%	\$72.00
VB-YA-HA-24MW-1	Holster Aware - Extended Warranty - Year 2 & 3	\$156.00	20%	\$124.80
VB-YA-HA-PRIMER	Additional Ampule of Fixing Primer for Holster Aware	\$48.00	20%	\$38.40
VCC-Power	Vehicle Capture Camera Power Supply	\$0.00	20%	\$0.00
VERIZON-NANO-SIM	Annual Cellular Data Plan (NanoSIM)	\$1,244.00	20%	\$995.20
VM-EPL-HQ-BASE	VM for HQ - Base supports: ONStream + Edge Sites + Multi-video playback + Livestream to HQ	\$4,500.00	20%	\$3,600.00
VM-EPL-STORE-1TB	VideoManager object storage access license, 1Tbyte	\$960.00	20%	\$768.00
VM-EPL-VB-1-N	License: 1x VideoManager for VideoBadge, inc. ONStream (perpetual license, one time fee per camera)	\$372.00	20%	\$297.60
VM-EPL-VT-1-N	VideoManager Camera License	\$264.00	20%	\$211.20
VM-ESA-HQ-BASE-12M	SW Assurance: +12 m for VideoManager HQ Base	\$1,140.00	20%	\$912.00
VM-ESA-HQ-BASE-24M	SW Assurance: +24 m for VideoManager HQ Base	\$1,920.00	20%	\$1,536.00
VM-ESA-STORE1TB12M	SW Assurance: +12 m for VideoManager ObjectStorage 1Tb	\$270.00	20%	\$216.00
VM-ESA-STORE1TB24M	SW Assurance: +24 m for VideoManager ObjectStorage 1Tb	\$450.00	20%	\$360.00
VM-ESA-VB-12M-1	SW Assurance: +12 months for 1x VB series license	\$102.00	20%	\$81.60
VM-ESA-VB-24M-1	SW Assurance: +24 months for 1x VB series license	\$174.00	20%	\$139.20
VM-ESA-VT-12M-1	Software Assurance Plan (Annual)	\$72.00	20%	\$57.60
VM-ESA-VT-24MW-1	SW Assurance: +24 months for 1x VM VT license	\$114.00	20%	\$91.20
VSBSCSVC-01	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for up to 14 total camera units - SaaS	\$630.00	20%	\$504.00

Part #	Description	MSRP	Discount %	Final Price
VSBSVC-02	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 15-30 total camera units - SaaS	\$540.00	20%	\$432.00
VSBSVC-03	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 31-60 total camera units - SaaS	\$480.00	20%	\$384.00
VSBSVC-04	Vigilant LPR Basic Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for over 60 total camera units - SaaS	\$330.00	20%	\$264.00
VSBSVC-L5Q	Vigilant L5Q Service Package for Hosted/Managed LPR Deployments - SaaS	\$300.00	20%	\$240.00
VS-CBL-LOCK	Python Professional 6 Foot Cable Lock	\$48.00	20%	\$38.40
VS-CDFS1SR	Fixed Camera LPR System Rack Server Hardware for up to 8 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$4,560.00	20%	\$3,648.00
VS-CDFS1ST	Fixed Camera LPR System Tower Server Hardware for up to 8 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$4,445.00	20%	\$3,556.00
VS-CDFS2SR	Fixed Camera LPR System Rack Server Hardware for up to 21 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$6,000.00	20%	\$4,800.00
VS-CDFS2ST	Fixed Camera LPR System Tower Server Hardware for up to 21 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$7,680.00	20%	\$6,144.00
VS-CDFS3SR	Fixed Camera LPR System Rack Server Hardware for up to 35 LPR Cameras - Server unit with pre-installed factory tested LPR control center software	\$9,702.00	20%	\$7,761.60
VS-CIP-I	Vigilant Competitive LPR Server Integration Service - Remote engineering services and software module for installation on competitive LPR server	\$5,400.00	20%	\$4,320.00
VS-CIP-M	Engineering service to migrate historical data to LEARN account**NO disruption of existing server operations*Priced per camera*Non-recurring	\$600.00	20%	\$480.00

Part #	Description	MSRP	Discount %	Final Price
VS-CIP-S-01	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 1 to 14 Cameras - SaaS	\$1,800.00	20%	\$1,440.00
VS-CIP-S-02	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 15 to 30 Cameras - SaaS	\$1,500.00	20%	\$1,200.00
VS-CIP-S-03	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 31 to 60 Cameras - SaaS	\$1,320.00	20%	\$1,056.00
VS-CIP-S-04	Vigilant Competitive LPR Server Account Access - Hosted/managed LEARN LPR server account priced per Non-Vigilant camera on an annual basis - 61 or more Cameras - SaaS	\$1,200.00	20%	\$960.00
VS-CLIENTPORTAL-H	Client Portal Account	\$0.00	20%	\$0.00
VS-DS-0025	LEARN upgrade, add Data Sharing (Agency up to 25 sworn officers)	\$2,550.00	20%	\$2,040.00
VS-DS-0050	LEARN upgrade, add Data Sharing (Agency 26 to 50 sworn officers)	\$4,650.00	20%	\$3,720.00
VS-DS-0100	LEARN upgrade, add Data Sharing (Agency 51 to 100 sworn officers)	\$6,750.00	20%	\$5,400.00
VS-DS-0200	LEARN upgrade, add Data Sharing (Agency 101 to 200 sworn officers)	\$11,550.00	20%	\$9,240.00
VS-DS-0500	LEARN upgrade, add Data Sharing (Agency 201 to 500 sworn officers)	\$19,650.00	20%	\$15,720.00
VS-DS-1000	LEARN upgrade, add Data Sharing (Agency 501 to 1000 sworn officers)	\$32,850.00	20%	\$26,280.00
VS-DS-1500	LEARN upgrade, add Data Sharing (Agency 1001 to 1500 sworn officers)	\$47,997.00	20%	\$38,397.60
VS-DS-2000	LEARN upgrade, add Data Sharing (Agency 1501 to 2000 sworn officers)	\$59,997.00	20%	\$47,997.60
VS-DS-2500	LEARN upgrade, add Data Sharing (Agency 2001 to 2500 sworn officers)	\$75,000.00	20%	\$60,000.00
VS-DS-5000	LEARN upgrade, add Data Sharing (Agency over 2500 sworn officers)	\$135,000.00	20%	\$108,000.00
VS-FX-DUAL-BRKT-ASSY	Dual Fixed Camera Wall Mount Bracket	\$480.00	20%	\$384.00
VS-FX-UNI-POLE-WALL-BRKT_REV_B	UPR ARM ASSY POLE & WALL MOUNT BLK REV B	\$420.00	20%	\$336.00
VSHSTLB01	LPR Camera Single Trunk Mount Bracket - One required per camera	\$78.00	20%	\$62.40
VS-IDP-01	Investigative Data Platform - For 51 to 100 Sworn - Commercial Data and FaceSearch Access - SaaS	\$13,500.00	20%	\$10,800.00

Part #	Description	MSRP	Discount %	Final Price
VS-IDP-01A	Investigative Data Platform - For up to 50 Sworn - Commercial Data and FaceSearch Access - SaaS	\$9,300.00	20%	\$7,440.00
VS-IDP-01B	Investigative Data Platform - For up to 25 Sworn - Commercial Data and FaceSearch Access - SaaS	\$5,100.00	20%	\$4,080.00
VS-IDP-02	Investigative Data Platform - For 101 to 200 Sworn - Commercial Data and FaceSearch Access - SaaS	\$23,100.00	20%	\$18,480.00
VS-IDP-03	Investigative Data Platform - For 201 to 500 Sworn - Commercial Data and FaceSearch Access - SaaS	\$39,300.00	20%	\$31,440.00
VS-IDP-04	Investigative Data Platform - For 501 to 1000 Sworn - Commercial Data and FaceSearch Access - SaaS	\$65,700.00	20%	\$52,560.00
VS-IDP-05	Investigative Data Platform - For 1,001 to 1,500 Sworn - Commercial Data and FaceSearch Access - SaaS	\$95,995.00	20%	\$76,796.00
VS-IDP-06	Investigative Data Platform - For 1,501 to 2,000 Sworn - Commercial Data and FaceSearch Access - SaaS	\$119,995.00	20%	\$95,996.00
VS-IDP-07	Investigative Data Platform - For up to 2,500 Sworn - Commercial Data and FaceSearch Access - SaaS	\$150,000.00	20%	\$120,000.00
VS-IDP-08	Investigative Data Platform - For up to 5,000 Sworn - Commercial Data and FaceSearch Access - SaaS	\$270,000.00	20%	\$216,000.00
VS-L5Q-CBE	L5Q Cable Box Enclosure	\$234.00	20%	\$187.20
VS-L5Q-HDSE	L5Q Heavy-Duty Security Enclosure	\$114.00	20%	\$91.20
VS-L5Q-HDSESK	L5Q Heavy-Duty Security Enclosure and Swivel Kit	\$216.00	20%	\$172.80
VS-L5Q-PMB	L5Q Replacement Pole Mount Bracket	\$36.00	20%	\$28.80
VS-L5Q-PWRCBL	L5Q 12V Power Cable	\$42.00	20%	\$33.60
VS-L5Q-SPGRP	L5Q Replacement or Supplemental Solar Panel	\$1,194.00	20%	\$955.20
VS-LBB-01-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Single Bracket	\$684.00	20%	\$547.20
VS-LBB-02-E	LPR Camera Mounting Brackets - Light Bar Mounting Style - Complete Set	\$1,314.00	20%	\$1,051.20
VS-LBB-FS-VBAR-02-A	LPR Camera Mounting Brackets - Light Bar Mounting Style for Federal Signal Valor Light Bars - Mounts up to four (4) LPR cameras	\$1,260.00	20%	\$1,008.00
VS-LIC-01	Vigilant Perpetual License for LPR Client Software for Non-Hosted systems - Per camera perpetual license key for indefinite use of Vigilant LPR client software application	\$1,920.00	20%	\$1,536.00
VS-MC-MP-H	MC Multi-Plate Upgrade License - Qty = Number of Users	\$120.00	20%	\$96.00

Part #	Description	MSRP	Discount %	Final Price
VS-MC-MP-S	Mobile Companion Multi-Plate License - Qty = Number of Users	\$360.00	20%	\$288.00
VS-Network-Relay-115E	Network relay POE 4-12VDC input	\$180.00	20%	\$144.00
VSPK1SVC-01	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for up to 14 total camera units - SaaS	\$270.00	20%	\$216.00
VSPK1SVC-02	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 15-30 total camera units - SaaS	\$228.00	20%	\$182.40
VSPK1SVC-03	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for 31-60 total camera units - SaaS	\$198.00	20%	\$158.40
VSPK1SVC-04	Vigilant LPR Standard Service Package for Hosted/Managed LPR Deployments - Priced per camera per year for over 60 total camera units - SaaS	\$138.00	20%	\$110.40
VSPTRNG	Vigilant Partner End User Training - End user training for Vigilant products	\$1,500.00	20%	\$1,200.00
VSPTRVL-01	Travel Fees for onsite Services (By Partner)	\$1,860.00	20%	\$1,488.00
VS-RHD-MOB-CASE	ReaperHD System Mobility Carrying Case	\$1,080.00	20%	\$864.00
VS-SHP-01	Vigilant Shipping Charges - Required per mobile system	\$130.00	20%	\$104.00
VS-SHP-02	Vigilant Shipping Charges - Required per fixed system	\$55.00	20%	\$44.00
VS-SHP-03	Vigilant Shipping Charges - Required per server	\$70.00	20%	\$56.00
VS-SHP-04	Crating and Shipping for Vigilant Trailer	\$2,400.00	20%	\$1,920.00
VS-SHP-05	Vigilant Shipping Charges - Required per Fixed Kit	\$70.00	20%	\$56.00
VSS-LBB-FS-VBAR-02-DKIT	LPR Camera Mounting Light Bar Mounting Style for Federal Signal Valor Light Bars with TD Relocation Kit - Mounts up to four (4) LPR cameras	\$1,315.00	20%	\$1,052.00
VS-TBLT-301Y-KIT	Vigilant Tablet Kit - 301Y	\$4,800.00	20%	\$3,840.00
VS-TRNG	Vigilant End User Training - End user training for Vigilant products	\$1,500.00	20%	\$1,200.00
VS-TRVL-01	Vigilant Travel via Client Site Visit - Travel costs for onsite support services	\$1,860.00	20%	\$1,488.00
VS-VPS-PI-INT	Parking Integration - Annual Fee - SaaS	\$1,200.00	20%	\$960.00
VS-VPS-PT-01	Parking Enforcement System Toolkit - SaaS	\$1,200.00	20%	\$960.00
VT-100-12MW-N	VT100 One Year Extended Hardware Warranty	\$156.00	20%	\$124.80

Part #	Description	MSRP	Discount %	Final Price
VT-100-24MW-N	VT100: 24 months hardware warranty	\$276.00	20%	\$220.80
VT-100-DOCK14/US	VT100 Series 14-port USB Dock	\$1,044.00	20%	\$835.20
VT-100-DOCK14-12MW	VT100 Series 14-port USB Dock - One Year Extended Hardware Warranty	\$156.00	20%	\$124.80
VT-100-FIX-ALIG	VT100 Series Rotatable Long Alligator Clip	\$24.00	20%	\$19.20
VT-100-FIX-EP	VT100 Series Epaulette Mount	\$30.00	20%	\$24.00
VT-100-FIX-KF-ALT	VT100 series Klick Fast stud	\$24.00	20%	\$19.20
VT-100-ID-CUS-250	250 Custom Front Panel ID-Card for the VT100 Camera	\$870.00	20%	\$696.00
VT-100-ID-CUS-ART	Artwork Creation for Custom VT-100 Front Panel ID-Card	\$522.00	20%	\$417.60
VT-100-SOLO	VT100 1-Port USB Dock	\$102.00	20%	\$81.60
WGS00215	WatchGuard CarDetector Mobile Software License and Support	\$114.00	20%	\$91.20

Public Safety/Law Enforcement Video Products, Services and Solutions
Attachment D Category 4 - Pricing Workbook**Category 4 - Interview / Interrogation Room Video and Recording****Respondent Name:****Motorola Solutions, Inc.*****In the space provided below, please list your product offerings for this category. Prices will be held for the initial term of the contract.****All equipment required to make unit operational must be included below. If additional cost to base equipment please describe.**Pricing must be discounted per the baseline price and discounts**All pricing is for quantity of one (1)***INTERVIEW ROOM SYSTEM**

Part #	Description	MSRP	Discount%	Final Price
WGB-0154A	4RE Interview Room, Pinhole,Covert	\$7,238	20%	\$5,790.40
WGB-0155A	4RE Interview Room, Dome, Covert w/PIR	\$7,238	20%	\$5,790.40
WGB-0156A	4RE Interview Room, Dome, Pinhole	\$7,269	20%	\$5,815.20
WGB-0157A	4RE Interview Room, Covert w/PIR Sensor	\$6,994	20%	\$5,595.20
WGB-0158A	4RE Interview Room,Dome	\$6,994	20%	\$5,595.20
WGB-0159A	4RE Interview Room, Pinhole	\$6,994	20%	\$5,595.20
WGP03044	Interview Room Additional Camera - Dome Camera Camera, Analog, Interview, Vandal Proof, Fixed Dome w/ Audio	\$250.00	20%	\$200.00
WGP02265	Interview Room Additional Camera - Pinhole Camera Camera, Analog, Interview, Sensor Hidden w/PIR (Covert/No Audio)	\$195.00	20%	\$156.00
WGP02266	Interview Room Additional Camera - Covert Camera Camera, Analog, Interview, Ultra Small, Covert (No Audio)	\$250.00	20%	\$200.00
WGP02376	RCA Coupler, Interview Room, Male to Male	\$8.00	20%	\$6.40
WGP02375	Audio Amplifier w/Power Supply, Interview Room, Line Level (for Cabin Mic)	\$95.00	20%	\$76.00

Part #	Description	MSRP	Discount%	Final Price
WGP02310-KIT	Lighted Rocker Switch Wall Plate Assembly, Interview Room - KIT	\$45.00	20%	\$36.00
WGA00420-200	Bracket Kit, 4RE Interview Room, Display, w/ RAM Mount	\$68.75	20%	\$55.00
WGS00181	Watch Commander Kit, User Guide Document and License Card Insert	\$2,900.00	20%	\$2,320.00
WGP01092-410	License Key, Wowza Streaming Engine Software, v 4.0 (WatchCommander)	included	included	included
WGP01092-601	Watch Commander Annual License Fee (per vehicle / per year)	\$275.00	20%	\$220.00
SSV00S03616A	CommandCentral Interview Room Subscription - Pack of 4 - 20 named users	\$4,127.00	10%	\$3,714.30
SSV00S03616A	CommandCentral Interview Room Subscription - Additional Packs of 4	\$727.00	10%	\$654.30
SSV00S03616A	Additional named User above 20	\$250.00	10%	\$225.00
DSR250XS5YR	Edge Appliance - Connects up to 8 cameras; 5 year warranty	\$3,534.00	10%	\$3,534.00
DS425359	Microphone (5 year warranty)	\$586.00	10%	\$586.00
DDN3532A	Sarix Pro 4 Dome Indoor Camera (5 year warranty)	\$459.00	10%	\$459.00
DDN3425A	Modular Main Unit (5 year warranty)	\$557.00	10%	\$557.00
TT4144AA & DDN3480A	Modular Right Angle Imager + Cable Bundle (5 year warranty)	\$349.00	10%	\$349.00
TT4145A & DDN3480A	Modular Bullet + Cable Bundle (5 year warranty)	\$349.00	10%	\$349.00
700100 WGP02310- KIT	Light Switch	\$44.00	10%	\$44.00
DDN3486A	POE Switch - Connects Up to 8 cameras; 1 year warranty	\$811.00	10%	\$811.00
ISV00S02379A	Delivery Services	Quote	0%	Quote
SSV00S01450B	LEARNER LXP SUBSCRIPTION	Included	Included	Included

Public Safety/Law Enforcement Video Products, Services and Solutions
Attachment D Category 5 - Pricing Workbook**Category 5 - Video Storage, Data Security, Software and Peripherals****Respondent Name:**

Motorola Solutions, Inc.

In the space provided below, please list your product offerings for this category. Prices will be held for the initial term of the contract.*All equipment required to make unit operational must be included below. If additional cost to base equipment please describe.**Pricing must be discounted per the baseline price and discounts**All pricing is for quantity of one (1)***EVIDENCE LIBRARY**

Part #	Description	MSRP	Discount %	Final Price
WGP02400-500	VideoManager EL On-Prem (EL5) Site License Key	\$1,250.00	20%	\$ 1,000.00
WGP02400-510	VideoManager EL On-Prem (EL5) In-Car Video System Annual Device License & Support	\$250.00	20%	\$ 200.00
WGP02400-520	VideoManager EL On-Prem (EL5) Body Worn Camera Annual Device Licenses & Support	\$250.00	20%	\$ 200.00
WGC00101	Hybrid Cloud Storage - Unlimited - Monthly - Per Device	\$32.00	20%	\$ 25.60
WGC02001	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER BODY WORN CAMERA	\$868.75	20%	\$ 695.00
WGC02002	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE PER IN-CAR VIDEO SYSTEM WITH 2 CAMERAS	\$1,118.75	20%	\$ 895.00
WGC02003	VIDEOMANAGER EL CLOUD, ANNUAL UNLIMITED STORAGE FOR IN-CAR VIDEO SYSTEM PER ADDITIONAL CAMERA	\$531.25	20%	\$ 425.00
WGC02004	VIDEOMANAGER EL CLOUD, SOFTWARE, HOSTING, STORAGE BILLED FOR ACTUAL USAGE PER BODY WORN CAMERA	\$368.75	20%	\$ 295.00
WGC02005	VIDEOMANAGER EL CLOUD, SOFTWARE, HOSTING, STORAGE BILLED FOR ACTUAL USAGE PER IN-CAR VIDEO SYSTEM	\$493.75	20%	\$ 395.00

Part #	Description	MSRP	Discount %	Final Price
WGC01007	VideoManager EL Cloud (ELC), Geo Redundant Storage, Billed on Previous Quarterly Usage per GB	Usage	20%	Usage
WGC01009	VideoManager EL Cloud (ELC), Local Redundant Storage, Billed on Previous Monthly Usage per GB	Usage	20%	Usage
WGC01013	Upload Server, Azure, Direct upload over cellular only	\$300.00	20%	\$ 240.00
WCM000111-010	INTEGRATION VIDEOMANAGER EL WITH 3RD PART CAD-RMS PACKAGE, ANNUAL/DEVICE. Camera per Month.	\$12.50	20%	\$ 10.00
WCM000111-020	INTEGRATION VIDEOMANAGER EL WITH MOTOROLA CAD/RMS	\$1,920.00	20%	\$ 1,536.00
WGP02418-100	VideoManager EL, CLOUD-SHARE Basic	Included	Included	Included
VM-EPL-VB-1-NAM	LICENSE: 1X VIDEOMGR FOR VB, INCL. ONSTREAM, FIPS (perpetual license, one time fee per camera)	\$400.00	0%	\$400.00

MOBILE APP

Part #	Description	MSRP	Discount%	Final Price
WGP01092-009	4RE, Mobile App License Key	\$65.00	20%	\$50.00
WGA00391	4RE, Power Over Ethernet / Gigabit 4-port Switch *Needed when used with Wi-Fi	\$300.00	20%	\$250.00

REDACTIVE

Part #	Description	MSRP	Discount%	Final price
WGP01092-700	Software, REDACTIVE(sm), Single Seat License	\$6,243.75	20%	\$4,995.00
WGP01092-710	Software, REDACTIVE (sm) Enterprise, Single Seat License Key	\$7,493.75	20%	\$5,995.00
WGW00159-001	REDACTIVE Software Support and Maintenance 3 Years (\$1200/year)	\$4,500.00	20%	\$3,600.00
WGW00159-002	REDACTIVE Software Support and Maintenance 5 Years (\$900/year)	\$5,625.00	20%	\$4,500.00

SERVER - NETWORK HARDWARE / STORAGE

Part #	Description	MSRP	Discount%	Final Price
WGA00421-318	Server, EL4, Tower, 1-10 Concurrent Cars, 16TB, RAID 6, Windows 10, Keyboard, Monitor & Mouse	\$7,195.00	17%	\$5,756.00
WGA00421-118	Server, EL4, 16 HDD, RAID 6, 3U, 11-25 Concurrent Devices, 5CAL, Gen 4	\$9,955.00	20%	\$7,964.00
WGA00421-218	Server, EL4, 16 HDD, RAID 6, 3U, 26-75 Concurrent Devices, 5CAL, Gen 4	\$13,315.00	20%	\$10,652.00

Part #	Description	MSRP	Discount %	Final Price
WGA00421-311	Server, EL5, Tower, 1-10 Concurrent Cars, 16TB, RAID 6, Windows 10, Keyboard, Monitor, Mouse	\$7,195.00	20%	\$5,756.00
WGA00421-117	Server, EL5, 16 HDD, RAID 6, 3U, 11-25 Concurrent Devices, 5CAL, Gen 4.	\$9,955.00	20%	\$7,964.00
WGA00421-217	Server, EL5, 16 HDD, RAID 6, 3U, 26-75 Concurrent Devices, 5CAL, Gen 4.	\$13,315.00	20%	\$10,652.00
WGA00421-501	Server, Upload, 1U, EvidenceLibrary.com, 60 Concurrent Devices with 5 years Warranty	\$5,625.00	20%	\$4,500.00
WGA00421-422	Server, Upload Appliance, MiniTower, EvidenceLibrary.com, 60 Concurrent Devices, 5 Year Warranty	\$5,625.00	20%	\$4,500.00
WGA00421-910	Redactive Tower, Xeon 16 Core, 480GB SSD, Blu Ray DVDRW, 16GB RAM	\$5,000.00	20%	\$4,000.00
WGW00141	Warranty, Tower Server, Extended Warranty to 5 Total Years	\$812.50	20%	\$650.00
WGW00140	Extended Warranty, Rack Server, Full Service On-Site, 5 year (Months 37-60)	\$1,468.75	20%	\$1,175.00
WGW00140-100	Extended Warranty, Upload Server EL.COM (WGA00421-501), Full Service On Site, 5-Year (Months 37-60)	\$812.50	20%	\$650.00
WGW00141-100	Warranty, Redactive Tower Workstation, Extended Warranty to 5 Years	\$812.50	20%	\$650.00
WGW00150	Warranty, JBOD, Full Service, On Site 5-Year (Months 37-60)	\$1,468.75	20%	\$1,175.00
WGA00422-851	Hard Drive, Server, 8TB, 6GB/s 7,200 RPM, 256MB, Enterprise 4KN	\$630.00	20%	\$504.00
WGA00422-1250	Hard Drive, Server, 12TB, 6GB/s 7,200 RPM, 256MB, Enterprise 4KN	\$975.00	20%	\$780.00
WGA00422-1650	Hard Drive, Server, 16TB, 6GB/s 7,200 RPM, 256MB, Enterprise 4KN	\$1,195.00	20%	\$956.00
WGA00423-100	Storage, JBOD Enclosure, 12-bay 2U, Includes SAS Cable	\$4,950.00	20%	\$3,960.00
WGA00423-200	Storage, JBOD Enclosure, 4RE, 16-bay 3U, Includes SAS Cable	\$7,500.00	20%	\$6,000.00
WGA00423-300	Storage, JBOD Enclosure, 4RE, 24-bay 4U, Includes SAS Cable	\$5,550.00	20%	\$4,440.00
WGA00423-400	Storage, JBOD Enclosure, 4RE, 44-bay 4U, Included SAS Cable	\$10,500.00	20%	\$8,400.00
WGS00158-2016	Software, SQL Server 2016 w/ 1 CAL (Tower Server)	Included	Included	Included
WGS00160-2016	Software, SQL Server 2016, Std, w /5 CAL (Rack Server)	Included	Included	Included
WGS00156-400	Software, Windows Server 2019 Std, Embedded 16 Core 5 CAL (Rack Server)	Included	Included	Included
WGB-0134A	Rimage, Catalyst 6000N Disc Publishing	\$11,875.00	20%	\$9,500.00
WGW00160-001	Warranty, Rimage, Catalyst 6000N Rapid Exchange, 1st Year Upgrade	\$1,562.50	20%	\$1,250.00
WGW00160-003	Warranty, Rimage, Catalyst 6000N Rapid Exchange, 3 Year	\$4,537.50	20%	\$3,630.00
WGW00160-005	Warranty Rimage, Catalyst 600N Rapid Exchange, 5 Year	\$7,712.50	20%	\$6,170.00
WGP02615-3143	DVD, Rimage Encore, Professional Premium Medial Kit, Color, Includes Ribbon and Media, Qty 500	\$473.75	20%	\$379.00
WGP02615-3144	DVD, Rimage Encore, Professional Premium Medial Kit, Color, Includes Ribbon and Media, Qty 1000	\$948.75	20%	\$759.00
WGP02615-3145	DVD, Rimage Encore, Professional Premium Medial Kit, Black, Includes Ribbon and Media, Qty 1000	\$678.75	20%	\$543.00

Part #	Description	MSRP	Discount %	Final Price
WGP02615-3146	Blu-Ray, Single Layer DVD, Rimage Encore, Prof Prem Medial Kit, Color, Ribbon and Media, Qty 500	\$2,240.00	20%	\$1,792.00
WGP02615-3147	Blu-Ray, Dual Layer DVD, Rimage Encore, Prof Prem Medial Kit, Color, Ribbon and Media, Qty 500	\$6,240.00	20%	\$4,992.00
WGP02615-3151	DVD, Rimage Encore, Professional Media Kit, Color, Includes Ribbon and Media, Qty 500	\$433.75	20%	\$347.00
WGP02615-3152	DVD, Rimage Encore, Professional Media Kit, Color, Includes Ribbon and Media, Qty 1000	\$867.50	20%	\$694.00
WGP02615-3153	DVD, Rimage Encore, Professional Media Kit, Black, Includes Ribbon and Media, Qty 1000	\$597.50	20%	\$478.00
WGP02615-3156	Ribbon, Rimage, Encore 6000N Color Ribbon Only, Requires 1 Retransfer Ribbon, Prints 500 Discs	\$187.50	20%	\$150.00
WGP01566-350	WiFi Access Point, 802.11ac, 5GHz, Sector, MikroTik,	\$250.00	20%	\$200.00
WGB-0150A	WiFi Access Point, 802.11n, 5GHz, Sector, MikroTik, Configured	\$312.50	20%	\$250.00
WGP01567	Bracket Kit, Access Point, Universal J-Mount (includes fasteners)	\$25.00	20%	\$20.00
WGP01566-600	Router, Mikrotik, Powerbox Pro, 5Gb 4 Port, CAPsMAN w/ PoE - Wireless Controller	\$187.50	20%	\$150.00
AAS-UPL-SVR-001	Upload Server - Video-as-a-Service Package	\$125.00	20%	\$100.00

SERVICES

Part #	Description	MSRP	Discount%	Final Price
WGW00121	IN-CAR SYSTEM INSTALLATION (PER UNIT CHARGE)	Quote	Quote	Quote
WGW00121-001	Video System Installation, Motorcycle (per Charge)	Quote	Quote	Quote
WGW00121-100	In-Car Parts Installation, Wireless/Vehicle Trigger (Per Unit Charge)	Quote	Quote	Quote
WGW00119	Video System Removal (per Unit Charge)	Quote	Quote	Quote
WGW00122-302	Body Worn Camera Configuration Service	1 to 10 = \$800 11 to 20 = \$1,425 21 to 50 = \$3,125 51 to 100 = \$9,375 101 to 200 = \$18,750	20%	1 to 10 = \$640 11 to 20 = \$1,140 21 to 50 = \$2,500 51 to 100 = \$7,500 101 to 200 = \$15,000

Part #	Description	MSRP	Discount %	Final Price
WGW00122-303	In-Car Video System Configuration Service	1 to 10 = \$4,750 11 to 20 = \$6,250 21 to 50 = \$15,625 51 to 100 = \$23,500	20%	1 to 10 = \$3,800 11 to 20 = \$5,000 21 to 50 = \$12,500 51 to 100 = \$18,800
WGW00122-306	Onsite User Training (Days)	2 Days = \$6250 3 Days = \$7875	20%	2 Days = \$5000 3 Days = \$6300
WGW00122-307	Remote User Training (Hours)	4 hours = \$800 8 hours = \$1600 12 hours = \$2400	20%	4 hours = \$640 8 hours = \$1280 12 hours = \$1920
WCM000112-010	Custom Integration Professional Services	Quote	Quote	Quote
WGW00122-300	4RE, On-Site Service, Access Point/Wireless Deployment Installation (General)	\$1,250.00	20%	\$1,000.00
WGW00122-301	Mobile Video Deployment Services	Quote	Quote	Quote
WGW00122-530	Non SMA custom Remote Upgrade/Migration	\$2,200.00	\$0.00	\$2,200.00
WGW00122-410	Remote System Setup Level 2; Training, configuration, Project Management	Quote	Quote	Quote
WGW00122-400	Onsite System Setup Level 1; Training, Configuration, Project Management	Quote	Quote	Quote
WGD00081	Site Survey, 4RE Wireless Discovery and Examination	\$4,375.00	20%	\$3,500.00
WGW00122-100	On-Site Service, First Day, per Person	\$1,875.00	20%	\$1,500.00
WGW00122-200	On-Site Service, Additional Day, per Person	\$1,250.00	20%	\$1,000.00
WGW00122-510	Evidence Library Software Upgrade with Software Maintenance (WG-TS) and Doc	\$1,875.00	20%	\$1,500.00
WGW00164	Premiere Support (1 year)	\$62,500.00	20%	\$50,000.00
WCM000111-010	3rd Party CAD/RMS integration per device per year	\$150/year	20%	\$120/year
WCM000111-020	Video Manager EL to Motorola CAD/RMS integration (PremierOne, Spillman Flex, CC CAD)	\$1,920.00	20%	\$1,536.00
WGW00166-100	Remote Service; EL (onprem) to ELC Migration Per TB	\$700.00	20%	\$600.00

Part #	Description	MSRP	Discount %	Final Price
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COMMAND CENTRAL AWARE

Part #	Description	MSRP	Discount %	Final Price
SSV00S03369A	Patrol Starter Bundle - 100 Location Devices / 20 Names Users	\$3,400.00	0%	\$3,400.00
	Location Packs (25 Devices)	\$750.00	0%	\$750.00
	Video Packs (25 Devices)	\$2,200.00	0%	\$2,200.00
	Named Users (Each)	\$300.00	0%	\$300.00
SSV00S03371A	AWARE INTEGRATION: APX NEXT LOCATION	\$0.00	0%	\$0.00
SSV00S03372A	AWARE INTEGRATION: VIGILANT LOCATION	\$0.00	0%	\$0.00
SSV00S03373A	AWARE INTEGRATION: CAPE DRONE LOCATION	\$0.00	0%	\$0.00
SSV00S03374A	AWARE INTEGRATION: V300 M500 4RE LOCATION	\$0.00	0%	\$0.00
SSV00S03375A	AWARE INTEGRATION: CAPE DRONE VIDEO	\$0.00	0%	\$0.00
SSV00S03376A	AWARE INTEGRATION: V300 M500 4RE VIDEO	\$0.00	0%	\$0.00
SSV00S01450B	LEARNER LXP SUBSCRIPTION	\$0.00	0%	\$0.00
SSV00S03370A	CC AWARE PSAP STARTER BUNDLE	\$11,150.00	0%	\$0.00
	Named Users (Each)	\$300.00	0%	\$300.00
SSV00S03377A	AWARE INTEGRATION: CC CAD WORKFLOW	\$0.00	0%	\$0.00
SSV00S03378A	AWARE INTEGRATION: P1 CAD WORKFLOW	\$0.00	0%	\$0.00
SSV00S03379A	AWARE INTEGRATION: FLEX CAD WORKFLOW	\$0.00	0%	\$0.00
SSV00S03380A	AWARE INTEGRATION: VESTA 9-1-1 WORKFLOW	\$0.00	0%	\$0.00
SSV00S03381A	AWARE INTEGRATION: SAFERWATCH WORKFLOW	\$0.00	0%	\$0.00
SSV00S03382A	AWARE INTEGRATION: RAPTOR WORKFLOW	\$0.00	0%	\$0.00
ISV00S02379A	SERVICE DELIVERY	\$7,500.00	0%	\$7,500.00
PSV00S04007A	CC AWARE PATROL STARTER VIRTUAL TRAINING	\$0.00	0%	\$0.00

COMMAND CENTRAL EVIDENCE

Part #	Description	MSRP	Discount %	Final Price
SSV00S02600A-01	CommandCentral Evidence Standard - One (1) Year Subscription	\$225.00	20%	\$180.00
SSV00S02600A-02	CommandCentral Evidence Standard - Two (2) Year Subscription	\$450.00	20%	\$360.00
SSV00S02600A-03	CommandCentral Evidence Standard - Three (3) Year Subscription	\$675.00	20%	\$540.00
SSV00S02600A-04	CommandCentral Evidence Standard - Four (4) Year Subscription	\$900.00	20%	\$720.00
SSV00S02600A-05	CommandCentral Evidence Standard - Five (5) Year Subscription	\$1,125.00	20%	\$900.00
SSV00S02600A-06	CommandCentral Evidence Standard - Six (6) Year Subscription	\$1,350.00	20%	\$1,080.00
SSV00S02600A-07	CommandCentral Evidence Standard - Seven (7) Year Subscription	\$1,575.00	20%	\$1,260.00
SSV00S02600A-08	CommandCentral Evidence Standard - Eight (8) Year Subscription	\$1,800.00	20%	\$1,440.00

Part #	Description	MSRP	Discount %	Final Price
SSV00S02600A-09	CommandCentral Evidence Standard - Nine (9) Year Subscription	\$2,025.00	20%	\$1,620.00
SSV00S02600A-10	CommandCentral Evidence Standard - Ten (10) Year Subscription	\$2,250.00	20%	\$1,800.00
SSV00S02601A-01	CommandCentral Evidence PLUS - One (1) Year Subscription	\$585.00	20%	\$468.00
SSV00S02601A-02	CommandCentral Evidence PLUS - Two (2) Year Subscription	\$1,170.00	20%	\$936.00
SSV00S02601A-03	CommandCentral Evidence PLUS - Three (3) Year Subscription	\$1,755.00	20%	\$1,404.00
SSV00S02601A-04	CommandCentral Evidence PLUS - Four (4) Year Subscription	\$2,340.00	20%	\$1,872.00
SSV00S02601A-05	CommandCentral Evidence PLUS - Five (5) Year Subscription	\$2,925.00	20%	\$2,340.00
SSV00S02601A-06	CommandCentral Evidence PLUS - Six (6) Year Subscription	\$3,510.00	20%	\$2,808.00
SSV00S02601A-07	CommandCentral Evidence PLUS - Seven (7) Year Subscription	\$4,095.00	20%	\$3,276.00
SSV00S02601A-08	CommandCentral Evidence PLUS - Eight (8) Year Subscription	\$4,680.00	20%	\$3,744.00
SSV00S02601A-09	CommandCentral Evidence PLUS - Nne (9) Year Subscription	\$5,265.00	20%	\$4,212.00
SSV00S02601A-10	CommandCentral Evidence PLUS - Ten (10) Year Subscription	\$5,850.00	20%	\$4,680.00
SSV00S02783A	CC Evidence Storage per GB	\$0.75	0%	\$0.75
SSV00S02784A	CC Evidence Unlimited Data Storage for ICV	\$624.00	0%	\$624.00
SSV00S02785A	CC Evidence Unlimited Data Storage for BWC	\$384.00	0%	\$384.00
SSV00S02773A	Onbase Interface	\$3,108.50	0%	\$3,108.50
SSV00S02774A	Coban Interface	\$3,108.50	0%	\$3,108.50
SSV00S02776A	Axon Evidence.com Data & Video Migration	\$3,108.50	0%	\$3,108.50
SSV00S02777A	Axon Evidence.com Data & Video Migration Interface Link	\$3,108.50	0%	\$3,108.50
SSV00S01307A	CC Evidence Integration with Motorola Solutions CAD/RMS	\$1,360.00	0%	\$1,360.00
DQHPPNQ01714398	Cloud Anchor Maintenance	\$1,271.00	0%	\$1,271.00
SSV00S01448B	Pre-Paid Summit Conference Registration	\$1,000.00	0%	\$1,000.00
SSV00S01449B	Pre-Paid Summit Conference Travel Package	\$2,900.00	0%	\$2,900.00
PSV00S01454A	LMS Onboarding	\$0.00	0%	\$0.00
SSV00S01450B	Learner Subscription	\$0.00	0%	\$0.00
ISV00S01459A-PSC	Professional Services	\$33,763.75	20%	\$27,011.00
SSV00S02783A	CC Evidence Storage per GB	\$0.94	20%	\$0.75
SSV00S02784A	CC Evidence Unlimited Data Storage for ICV	\$780.00	20%	\$624.00
SSV00S02785A	CC Evidence Unlimited Data Storage for BWC	\$480.00	20%	\$384.00
SSV00S02773A	Onbase Interface	\$3,885.63	20%	\$3,108.50
SSV00S02774A	Coban Interface	\$3,885.63	20%	\$3,108.50
SSV00S02776A	Axon Evidence.com Data & Video Migration	\$3,885.63	20%	\$3,108.50
SSV00S02777A	Axon Evidence.com Data & Video Migration Interface Link	\$3,885.63	20%	\$3,108.50
SSV00S01307A	Motorola Solutions CAD/RMS Integration	\$1,700.00	20%	\$1,360.00
DQPCDWQ99955916	Cloud Anchor Server	\$7,575.00	20%	\$6,060.00
DQHPPNQ01714398	Cloud Anchor Maintenance	\$1,588.75	20%	\$1,271.00
DQVMAVS7SPRT	vSphere Std	\$751.25	20%	\$601.00

Part #	Description	MSRP	Discount %	Final Price
SSV00S01448B	Pre-Paid Summit Conference Registration	\$1,250.00	20%	\$1,000.00
SSV00S01449B	Pre-Paid Summit Conference Travel Package	\$3,625.00	20%	\$2,900.00
PSV00S01454A	LMS Onboarding	\$ -	0%	\$ -
SSV00S01450B	Learner Subscription	\$ -	0%	\$ -

PARTS AND ACCESSORIES

Part #	Description	MSRP	Discount %	Final Price
WGA184	Radar Interface Cable for Stalker, Y-Cable, 10'	\$93.75	20%	\$75.00
WGA00265-002	Radar Interface Cable for Decatur Genesis II, 7mm LEMO, 12'	\$93.75	20%	\$75.00
WGA00384-002	Radar Interface Cable for Kustom Raptor RP-1, 12'	\$93.75	20%	\$75.00
WGA222-002	Radar Interface Cable, MPH Bee 3, Decatur Genesis II, 9 Pin D-Sub, 12'	\$93.75	20%	\$75.00
WGP01394-001	4RE, WiFi Vehicle Antenna, NMO, Drill 3/4" Hole, 17'long	\$75.00	20%	\$60.00
WGP01394-003	Cable WiFi Vehicle Antennamnt Magnetic Mount with 12ft cable	\$75.00	20%	\$60.00
WGP01394-002	Cable, WiFi Vehicle Antenna Mount, Trunk Lid	\$112.50	20%	\$90.00
WGP362	GPS Antenna, Magnetic Mount	\$35.00	20%	\$28.00
WGB-0145	4RE CABLE KIT	\$330.00	20%	\$264.00
WGP02913	In Car Video 4RE/M500 Cabin Mic 25 Ft Min.12dB (400~4KHz)	\$50.00	30%	\$40.00
WGA00382-100	Cable, 4RE, HDMI/Mini, Display ONLY, Straight 15'	\$25.00	20%	\$20.00
WGP03254	Cable, 4RE, HDMI, Front Cam, Straight, 15' with Ferrites (Panoramic, MiniZoom, ZSL)	\$60.00	20%	\$48.00
WGP01832	Cable, 4RE, HDMI, Port 2, IR Camera, 2-Pin Connect, Straight, 16' (5000mm)	\$40.00	20%	\$32.00
WGP01727-600	Cable Assy, 4RE, Extension, 15', male Molex/BNC, WardMay/Aux Camera	\$25.00	20%	\$20.00
WGP01832-100	Cable, 4RE, HDMI, Port 2, Dual, Auxiliary Camera, Straight, 3'	\$35.00	20%	\$28.00
WGP01873-201	Cable Assy, Auxiliary Camera (JCC), 4RE Short 18" (2 pin Molex Male)	\$25.00	20%	\$20.00
WGP03060-KIT	4RE Main Cable KIT	\$286.25	20%	\$229.00
WGB-0144A	R/A Adapter Kit, HDMI R/A Adapters, 4RE DVR Console Faceplate	\$45.00	20%	\$36.00
WGP01688	4RE, Cable, Mezzanine, VGA to 4-BNC male connectors Cam, 7'	\$70.00	20%	\$56.00
WGP01727-600	Cable Assy, 4RE, Extension, 15', male Molex/BNC, WardMay/Aux Camera	\$45.00	20%	\$36.00
WGP01872	Power Y-Cable, Mezzanine Expansion	\$25.00	20%	\$20.00
WGP02073-300-KIT	Cable Assembly, 4RE, Power/Input, R/A 24'	\$135.00	20%	\$108.00
WGA00510-005	Cable Assembly, DVR to Hi-Fi Mic, 180"	\$25.00	20%	\$20.00
WGA00360	Clip, Hi-Fi Microphone Belt	\$7.00	20%	\$5.60
WGA00361	Clip, Hi-Fi Microphone , Pivot (Shirt)	\$12.00	20%	\$9.60
WGP01573-100	Antenna, Hi-Fi Microphone, 3', right angle connector	\$60.00	20%	\$48.00
WGP01573-300	Extension Cable, PFP195, 12', PCTEL Antenna, Wireless Mic	\$60.00	20%	\$48.00
WGP01573-400	Extension Cable, PFP195, 12 FT, PCTEL Wi-Fi Antenna to VISTA Wi-Fi Base	\$32.00	20%	\$25.60

Part #	Description	MSRP	Discount %	Final Price
WGP01411-KIT	Kit, Battery, Hi-Fi Microphone, Transmitter w/Foam	\$20.00	20%	\$16.00
WGP01760-200	Camera, Infrared Analog, WMv.2, 114 Degree, 2-Pin Connector	\$245.00	20%	\$196.00
WGA00485	Camera Assy, Auxiliary, Gimbal Bracket Assy, 4RE	\$245.00	20%	\$196.00
WGA00370-400	4RE Remote Display Control Panel Gen 4.1	\$750.00	20%	\$600.00
WGP01760-300	Camera, Auxiliary, IR, 150 Degree FOV, Waterproof	\$195.00	20%	\$156.00
WGA00600-200	VISTA HD, WiFi Extended Wearable Camera- Camera Only	\$1,250.00	20%	\$1,000.00
WGP02224-KIT	VISTA HD, Battery, Li-Ion, 3.6vVDC 4050 MA, Extended Version	\$56.25	20%	\$45.00
WGP02441-100	CABLE, XLT BWC, STRAIGHT, NO COIL, 46" L, USB 3.1C ENDS	\$25.00	20%	\$20.00
WGB-0733A	CABLE, XLT BWC, STRAIGHT, NO COIL, 46" L, USB 3.1C ENDS Pk 3	\$75.00	20%	\$60.00
WGP02441-200	CABLE, XLT BWC, STRAIGHT, WITH COIL, 46" L, USB 3.1C ENDS	\$38.00	20%	\$30.40
" " x Qty. 3	CABLE, XLT BWC, STRAIGHT, WITH COIL, 46" L, USB 3.1C ENDS Pk 3	\$120.00	20%	\$96.00
WGP02440-101	CABLE, XLT BWC, RIGHT-ANGLE, NO COIL, 28"L, USB 3.1C ENDS	\$25.00	20%	\$20.00
WGB-0173A	CABLE, XLT BWC, RIGHT-ANGLE, NO COIL, 28"L, USB 3.1C ENDS Pk 3	\$75.00	20%	\$60.00
WGP02576-100	STRAIN RELIEF, CABLE, MOLDED, VISTA XLT GLASSES	\$7.00	20%	\$5.60
" " x Qty. 3	STRAIN RELIEF, CABLE, MOLDED, VISTA XLT GLASSES Pk 3	\$20.00	20%	\$16.00
WGP02608	COLLAR CLIP, CABLE MANAGEMENT, VISTA XLT	\$12.50	20%	\$10.00
" " x Qty. 3	COLLAR CLIP, CABLE MANAGEMENT, VISTA XLT Pk 3	\$40.00	20%	\$32.00
WGA00370-400	4RE Remote Display Control Panel Gen 4.1	\$750.00	20%	\$600.00
WGA00574	4RE, VISTA HD, WiFi, Smart PoE Switch for 4RE	\$315.00	20%	\$252.00
WGA00574-100	Smart PoE Switch (SPS), M500	\$315.00	20%	\$252.00
WGA00574-KIT	Cable Kit for WGA00574 SPS, includes Power Cable 25ft, Fused 12V, 7.5 Amp, RJ50 MikroTik POE Cable 5ft	\$75.00	20%	\$60.00
WGP02504	Antenna , Windshield Mount, 2.4GHz, 3 ft, Vista WiFi Base	\$25.00	20%	\$20.00
WGP584-102	Cable Assembly, Fused, +12V, 7.5 Amp	\$7.00	20%	\$5.60
WGP02073-300-KIT	CableAssemblyDV-1C/4REPower/InputR/A24	\$135.00	20%	\$108.00
WGP02791	Cable Assembly, RJ50 10P10C, Straight, 25ft, V300 WiFi Base	\$25.00	20%	\$20.00
WGP01771-005	Solid State Drive, 256GB SATA III FLASH-NAND (MLC), 2.5" 5V, Self Encrypting Drive for 4RE	\$400.00	20%	\$320.00
WGA00613	4RE Demo Kit, Pelican Case, Portable	\$8,000.00	20%	\$6,400.00
WGF00017-100	Demo Kit Cable	\$225.00	20%	\$180.00
WGP01453	Battery, 4RE, 3 Vdc, 48 mAh, Lithium, Coin Cell, CR1225	\$10.00	20%	\$8.00
WGP01090-006	Cable, Ethernet CAT5e 1 ft	\$15.00	20%	\$12.00
WGP01090-007	Cable, Ethernet CAT5e 2 ft	\$15.00	20%	\$12.00
WGP01090-001	Cable, Ethernet CAT5e 5 ft	\$15.00	20%	\$12.00
WGP01090-003	Cable, Ethernet CAT5e 10 ft	\$15.00	20%	\$12.00
WGP01090-004	Cable, Ethernet CAT5e 14 ft	\$15.00	20%	\$12.00
WGP01090-005	Cable, Ethernet CAT5e 25 ft	\$15.00	20%	\$12.00

Part #	Description	MSRP	Discount %	Final Price
WGA00503-200	RACK MOUNT 24 U HALF RACK MOUNT	\$587.50	20%	\$470.00
WGA00503-300	R-MOUNT 42U OPEN 4-POST RACK W/ANGLE BRKTS	\$1,150.00	20%	\$920.00
WGA00503-400	RELAY RACK 45U 19INCH TWO POST ALUMINUM BLACK	\$270.00	20%	\$216.00
WGA00503-400-KIT	VISTA TRANSFER STATION BRACKET KIT 19INCH SERVER RACK	\$62.50	20%	\$50.00
WGA00503-410	BRKT 19" SERVER RACK TRANSFER STATION	\$37.50	20%	\$30.00
WGA00503-501	VISTA DOWNLOAD STN, 4-POST RACK	\$17,906.25	20%	\$14,325.00
WGP02513-080	VISTA TRANSFER STATION TABLE TOP RACK 8RU	\$131.25	20%	\$105.00
WGP02513-120	VISTA TRANSFER STATION TABLE TOP RACK 12RU	\$143.75	20%	\$115.00
WGP02413	UPS, SINE WAVE, 750VA, 600W, 1U RACKMNT	\$793.75	20%	\$635.00

SIERRA WIRELESS

Part #	Description	MSRP	Discount %	Final Price
MG90 ROUTER OPTIONS				
WSWA-1103981	MG90 4G LTE ROUTER ADV PRO Single LTE Radio	\$2,375.00	20%	\$1,900.00
WSWA-1103982	MG90 4G LTE ROUTER ADV PRO Dual LTE Radio	\$2,750.00	20%	\$2,200.00
WSWA-1104708	MG90 5G/4G LTE Router Single Radio	\$2,500.00	20%	\$2,000.00
WSWA-1104709	MG90 5G/4G LTE ROUTER Dual Radio	\$3,000.00	20%	\$2,400.00
Carrier Antenna Options				
WSWA-6001197	2XLTE 3XWIFI 2.4/5GHZ SharkFin, BLACK	\$271.25	20%	\$217.00
WSWA-6001262	ANT SHRKFIN 6IN1 LTE, GNSS, WIFI, WHITE	\$271.25	20%	\$217.00
WSWA-6001344	8in1 Dome Ant 5G/4G, GNSS, Wi-Fi, BLACK	\$406.25	20%	\$325.00
WSWA-6001345	8in1 Dome Ant 5G/4G, GNSS, Wi-Fi, WHITE	\$406.25	20%	\$325.00
WSWA-6001364	SIERRAWRLS ANTENNA 2XLTE/5G 3XWIFI 2.4/5GHZ Dome BLACK	\$296.25	20%	\$237.00
WSWA-6001363	SIERRAWRLS ANTENNA 2XLTE/5G 3XWIFI 2.4/5GHZ Dome WHITE	\$296.25	20%	\$237.00
If second WIFI radio will be used then chose 1 of the following				
WSWA-6001283	SIERRAWRLS ANTENNA 3XWIFI 2.4/5GHZ BLK	\$135.00	20%	\$108.00
WSWA-6001284	SIERRAWRLS ANTENNA 3XWIFI 2.4/5GHZ WHT	\$135.00	20%	\$108.00
Optional Accesories				
WSWA-6001110	SIERRAWRLS PADDLE ANTENNA CELL	\$12.50	20%	\$10.00
WSWA-6001111	SIERRAWRLS PADDLE ANTENNA WIFI	\$12.50	20%	\$10.00
WSWA-6001112	SIERRAWRLS SHARKFIN MAG MOUNT ADAPTOR	\$43.75	20%	\$35.00
WSWA-6001024	SIERRAWRLS MG90 MTNG BKT	\$111.25	20%	\$89.00
WSWA-6001023	SIERRAWRLS PWRACADAPTOR 12VDC MG90	\$160.00	20%	\$128.00
Field Support Services Optional				
WSWA-GWS10027	WetWireless Custom Basic Pro Services	Quote	Quote	Quote
Required Support for AMM deployments ONLY				

Part #	Description	MSRP	Discount %	Final Price
Cloud based AMM				
WSWA-9010184	SIERRAWRLS 1 - YEAR CLOUD AMM SUPPORT	\$235.00	20%	\$188.00
WSWA-9010352	SIERRAWRLS 3 - YEARS CLOUD AMM SUPPORT	\$705.00	20%	\$564.00
WSWA-9010354	SIERRAWRLS 5 - YEARS CLOUD AMM SUPPORT	\$1,181.25	20%	\$945.00
On-Prem based AMM New Install				
WSWA-9010229	SIERRAWRLS 1 - YEAR ON-PREM HW SUPPORT	\$125.00	20%	\$100.00
WSWA-9010356	SIERRAWRLS 3- YEARS ON-PREM HW SUPPORT	\$381.25	20%	\$305.00
WSWA-9010358	SIERRAWRLS 5- YEARS ON-PREM HW SUPPORT	\$630.00	20%	\$504.00
WSWA-9010204	SIERRAWRLS AMM CLIENT LICENSE PER DEV	\$362.50	20%	\$290.00
WSWA-9010421	AMM CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$72.50	20%	\$58.00
WSWA-9010422	AMM CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$218.75	20%	\$175.00
WSWA-9010423	AMM CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$362.50	20%	\$290.00
AMM Redundancy PER SERVER				
WSWA-9010203	SIERRAWRLS AMM SVR SW LIC 3- instances Enterprise	\$20,150.00	20%	\$16,120.00
WSWA-9010202	SIERRAWRLS AMM SVR SW LIC non redudant Light	\$11,000.00	20%	\$8,800.00
AMM Enterpirse (PER LICENSE)				
WSWA-9010418	AMM SERV LIC SUPP/MAINT PER DEV 1- YEAR	\$4,300.00	20%	\$3,440.00
WSWA-9010419	AMM SERV LIC SUPP/MAINT PER DEV 3- YEAR	\$12,893.75	20%	\$10,315.00
WSWA-9010420	AMM SERV LIC SUPP/MAINT PER DEV 5- YEAR	\$21,250.00	20%	\$17,000.00
AMM Light (PER LICENSE)				
WSWA-9010415	AMM Lgt SERV LIC SUPP/MAINT PER DEV 1- YEAR	\$2,331.25	20%	\$1,865.00
WSWA-9010416	AMM lgt SERV LIC SUPP/MAINT PER DEV 3- YEAR	\$7,000.00	20%	\$5,600.00
WSWA-9010417	AMM lgt SERV LIC SUPP/MAINT PER DEV 5- YEAR	\$11,662.50	20%	\$9,330.00
Required Support for ACM deployments ONLY				
ACM Client Licenses				
WSWA-9010208	SIERRAWRLS ACMCLIENTLIC NON-FIPS	\$181.25	20%	\$145.00
WSWA-9010210	SIERRAWRLS ACM CLIENT LIC (FIPS)	\$370.00	20%	\$296.00
WSWA-9010439	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$37.50	20%	\$30.00
WSWA-9010440	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$112.50	20%	\$90.00
WSWA-9010441	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$187.50	20%	\$150.00
WSWA-9010442	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$75.00	20%	\$60.00
WSWA-9010443	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$218.75	20%	\$175.00
WSWA-9010444	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$368.75	20%	\$295.00
ACM Server Licenses				
WSWA-9010206	SIERRAWRLS ACMSVRSWLIC (NON-FIPS) 2 INST	\$4,500.00	20%	\$3,600.00
WSWA-9010207	SIERRAWRLS ACM SVRSWLIC (FIPS) 2 INST	\$9,000.00	20%	\$7,200.00
WSWA-9010433	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 1- YEAR	\$925.00	20%	\$740.00

Part #	Description	MSRP	Discount %	Final Price
WSWA-9010434	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 3- YEAR	\$2,762.50	20%	\$2,210.00
WSWA-9010435	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 5- YEAR	\$4,606.25	20%	\$3,685.00
WSWA-9010436	ACM FIPS CLIENT SRV SUPP/MAINT PER DEV 1- YEAR	\$1,843.75	20%	\$1,475.00
WSWA-9010437	ACM FIPS SRV LIC SUPP/MAINT PER DEV 3- YEAR	\$5,531.25	20%	\$4,425.00
WSWA-9010438	ACM FIPS SRV LIC SUPP/MAINT PER DEV 5- YEAR	\$9,212.50	20%	\$7,370.00
MP70 ROUTER OPTIONS				
WSWA-1104073	MP70 LTE ROUTER WIFI LTE ADV PRO	\$1,250.00	20%	\$1,000.00
Carrier Antenna Options				
WSWA-6001197	SIERRAWRLS ANTENNA 2XLTE 3XWIFI 2.4/5GHZ BLACK	\$271.25	20%	\$217.00
WSWA-6001262	ANT SHRKFIN 6IN1 LTE, GNSS, WIFI, WHITE	\$271.25	20%	\$217.00
Optional Accesories				
WSWA-6001110	SIERRAWRLS PADDLE ANTENNA CELL	\$11.75	20%	\$9.40
WSWA-6001111	SIERRAWRLS PADDLE ANTENNA WIFI	\$11.75	20%	\$9.40
WSWA-6001112	SIERRAWRLS SHARKFIN MAG MOUNT ADAPTOR	\$43.00	20%	\$34.40
WSWA-6001113	SIERRAWRLS DOME MAG MOUNT ADAPTOR	\$60.00	20%	\$48.00
WSWA-6001192	SIERRAWRLS J1939 Y CBL	\$79.00	20%	\$63.20
WSWA-6001204	SIERRAWRLS OBD-II Y CBL	\$79.00	20%	\$63.20
ALMS New Device Support (Required if using ALMS)				
WSWA-9010322	SIERRAWRLS AL-COMP MP/RV ALMS 3-YRS WNTY	\$110.00	20%	\$88.00
WSWA-9010324	SIERRAWRLS AL-COMP MP/RV ALMS 5-YRS WNTY	\$210.00	20%	\$168.00
New Device Field Support (Required for ALL NEW ALMS Devices)				
WSWA-GWS10025	Basic Pro Services	\$27.50	20%	\$22.00
WSWA-GWS10026	Advance Basic Pro Services	\$33.75	20%	\$27.00
WSWA-GWS10027	Custom Basic Pro Services	Quote	Quote	Quote
Advance Reporting (Optional)				
WSWA-9010280	SIERRAWRLS ADDON ARA ALEOS (ALCOMPLETE) 1-YR	\$73.75	20%	\$59.00
WSWA-9010314	SIERRAWRLS ADDON ARA ALEOS (ALCOMPLETE) 3-YRS	\$218.75	20%	\$175.00
WSWA-9010316	SIERRAWRLS ADDON ARA ALEOS (ALCOMPLETE) 5-YRS	\$365.00	20%	\$292.00
Required Support for AMM deployments ONLY				
WSWA-9010281	SIERRAWRLS 1-YR CLOUD AMM SUPPORT	\$150.00	20%	\$120.00
WSWA-9010318	SIERRAWRLS 3-YRS CLOUD AMM SUPPORT	\$443.75	20%	\$355.00
WSWA-9010320	SIERRAWRLS 5-YRS CLOUD AMM SUPPORT	\$740.00	20%	\$592.00
On-Prem based AMM New Install				
WSWA-9010282	SIERRAWRLS 1-YR ON-PREM AMM SUPPORT	\$60.00	20%	\$48.00
WSWA-9010360	SIERRAWRLS 3-YRS ON-PREM AMM SUPPORT	\$300.00	20%	\$240.00
WSWA-9010362	SIERRAWRLS 5-YRS ON-PREM AMM SUPPORT	\$181.25	20%	\$145.00
WSWA-9010137	SIERRAWRLS AMM CLIENT LIC - ALEOS	\$140.00	20%	\$112.00

Part #	Description	MSRP	Discount %	Final Price
WSWA-9010424	AMM CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$27.50	20%	\$22.00
WSWA-9010425	AMM CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$83.75	20%	\$67.00
WSWA-9010426	AMM CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$140.00	20%	\$112.00
AMM Redundancy PER SERVER				
WSWA-9010203	SIERRAWRLS AMM SVR SW LIC 3- instances Enterprise	\$20,150.00	20%	\$16,120.00
WSWA-9010202	SIERRAWRLS AMM SVR SW LIC non redudant Light	\$11,000.00	20%	\$8,800.00
AMM Enterpise (PER LICENSE)				
WSWA-9010418	AMM SERV LIC SUPP/MAINT PER DEV 1- YEAR	\$4,300.00	20%	\$3,440.00
WSWA-9010419	AMM SERV LIC SUPP/MAINT PER DEV 3- YEAR	\$12,893.75	20%	\$10,315.00
WSWA-9010420	AMM SERV LIC SUPP/MAINT PER DEV 5- YEAR	\$21,250.00	20%	\$17,000.00
AMM Light (PER LICENSE)				
WSWA-9010415	AMM Lgt SERV LIC SUPP/MAINT PER DEV 1- YEAR	\$2,331.25	20%	\$1,865.00
WSWA-9010416	AMM lgt SERV LIC SUPP/MAINT PER DEV 3- YEAR	\$7,000.00	20%	\$5,600.00
WSWA-9010417	AMM lgt SERV LIC SUPP/MAINT PER DEV 5- YEAR	\$11,662.50	20%	\$9,330.00
Required Support for ACM deployments ONLY				
ACM Client Licenses				
WSWA-9010208	SIERRAWRLS ACMCLIENTLIC NON-FIPS	\$181.25	20%	\$145.00
WSWA-9010210	SIERRAWRLS ACM CLIENT LIC (FIPS)	\$370.00	20%	\$296.00
WSWA-9010439	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$37.50	20%	\$30.00
WSWA-9010440	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$112.50	20%	\$90.00
WSWA-9010441	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$187.50	20%	\$150.00
WSWA-9010442	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$75.00	20%	\$60.00
WSWA-9010443	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$218.75	20%	\$175.00
WSWA-9010444	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$368.75	20%	\$295.00
ACM Server Licenses				
WSWA-9010206	SIERRAWRLS ACMSVRSWLIC (NON-FIPS) 2 INST	\$4,500.00	20%	\$3,600.00
WSWA-9010207	SIERRAWRLS ACM SVRSWLIC (FIPS) 2 INST	\$9,000.00	20%	\$7,200.00
WSWA-9010433	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 1- YEAR	\$925.00	20%	\$740.00
WSWA-9010434	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 3- YEAR	\$2,762.50	20%	\$2,210.00
WSWA-9010435	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 5- YEAR	\$4,606.25	20%	\$3,685.00
WSWA-9010436	ACM FIPS CLIENT SRV SUPP/MAINT PER DEV 1- YEAR	\$1,843.75	20%	\$1,475.00
WSWA-9010437	ACM FIPS SRV LIC SUPP/MAINT PER DEV 3- YEAR	\$5,531.25	20%	\$4,425.00
WSWA-9010438	ACM FIPS SRV LIC SUPP/MAINT PER DEV 5- YEAR	\$9,212.50	20%	\$7,370.00
RV55 ROUTER OPTIONS				
WSWA-1104302	RV55 LTE ROUTER MODEM	\$1,125.00	20%	\$900.00
Carrier Antenna Options				
WSWA-6001197	SIERRAWRLS ANTENNA 2XLTE 3XWIFI 2.4/5GHZ BLACK	\$271.25	20%	\$217.00

Part #	Description	MSRP	Discount %	Final Price
WSWA-6001262	ANT SHRKFIN 6IN1 LTE, GNSS, WIFI, WHITE	\$271.25	20%	\$217.00
Optional Accesories				
WSWA-6001110	SIERRAWRLS PADDLE ANTENNA CELL	\$12.50	20%	\$10.00
WSWA-6001111	SIERRAWRLS PADDLE ANTENNA WIFI	\$12.50	20%	\$10.00
WSWA-2000579	SIERRAWRLS PWRACADAPTOR 12VDC MP/RV	\$33.75	20%	\$27.00
ALMS New Device Support (Required if using ALMS)				
WSWA-9010322	SIERRAWRLS AL-COMP MP/RV ALMS 3-YRS WNTY	\$110.00	20%	\$88.00
WSWA-9010324	SIERRAWRLS AL-COMP MP/RV ALMS 5-YRS WNTY	\$210.00	20%	\$168.00
New Device Field Support (Required for ALL NEW ALMS Devices)			20%	
WSWA-GWS10025	Basic Pro Services	\$27.50	20%	\$22.00
WSWA-GWS10026	Advance Basic Pro Services	\$33.75	20%	\$27.00
WSWA-GWS10027	Custom Basic Pro Services	Quote	Quote	Quote
Advance Reporting (Optional)				
WSWA-9010280	SIERRAWRLS ADDON ARA ALEOS (ALCOMPLETE) 1-YR	\$73.75	20%	\$59.00
WSWA-9010314	SIERRAWRLS ADDON ARA ALEOS (ALCOMPLETE) 3-YRS	\$218.75	20%	\$175.00
WSWA-9010316	SIERRAWRLS ADDON ARA ALEOS (ALCOMPLETE) 5-YRS	\$365.00	20%	\$292.00
Required Support for AMM deployments ONLY				
WSWA-9010281	SIERRAWRLS 1-YR CLOUD AMM SUPPORT	\$150.00	20%	\$120.00
WSWA-9010318	SIERRAWRLS 3-YRS CLOUD AMM SUPPORT	\$443.75	20%	\$355.00
WSWA-9010320	SIERRAWRLS 5-YRS CLOUD AMM SUPPORT	\$740.00	20%	\$592.00
On-Prem based AMM New Install				
WSWA-9010282	SIERRAWRLS 1-YR ON-PREM AMM SUPPORT	\$60.00	20%	\$48.00
WSWA-9010360	SIERRAWRLS 3-YRS ON-PREM AMM SUPPORT	\$300.00	20%	\$240.00
WSWA-9010362	SIERRAWRLS 5-YRS ON-PREM AMM SUPPORT	\$181.25	20%	\$145.00
WSWA-9010137	SIERRAWRLS AMM CLIENT LIC - ALEOS	\$140.00	20%	\$112.00
WSWA-9010424	AMM CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$27.50	20%	\$22.00
WSWA-9010425	AMM CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$83.75	20%	\$67.00
WSWA-9010426	AMM CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$140.00	20%	\$112.00
AMM Redundancy PER SERVER				
WSWA-9010203	SIERRAWRLS AMM SVR SW LIC 3- instances Enterprise	\$20,150.00	20%	\$16,120.00
WSWA-9010202	SIERRAWRLS AMM SVR SW LIC non redudant Light	\$11,000.00	20%	\$8,800.00
AMM Enterpirse (PER LICENSE)			20%	
WSWA-9010418	AMM SERV LIC SUPP/MAINT PER DEV 1- YEAR	\$4,300.00	20%	\$3,440.00
WSWA-9010419	AMM SERV LIC SUPP/MAINT PER DEV 3- YEAR	\$12,893.75	20%	\$10,315.00
WSWA-9010420	AMM SERV LIC SUPP/MAINT PER DEV 5- YEAR	\$21,250.00	20%	\$17,000.00
AMM Light (PER LICENSE)			20%	
WSWA-9010415	AMM Lgt SERV LIC SUPP/MAINT PER DEV 1- YEAR	\$2,331.25	20%	\$1,865.00

Part #	Description	MSRP	Discount %	Final Price
WSWA-9010416	AMM lgt SERV LIC SUPP/MAINT PER DEV 3- YEAR	\$7,000.00	20%	\$5,600.00
WSWA-9010417	AMM lgt SERV LIC SUPP/MAINT PER DEV 5- YEAR	\$11,662.50	20%	\$9,330.00
Required Support for ACM deployments ONLY				
ACM Client Licenses				
WSWA-9010208	SIERRAWRLS ACMCLIENTLIC NON-FIPS	\$181.25	20%	\$145.00
WSWA-9010210	SIERRAWRLS ACM CLIENT LIC (FIPS)	\$370.00	20%	\$296.00
WSWA-9010439	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$37.50	20%	\$30.00
WSWA-9010440	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$112.50	20%	\$90.00
WSWA-9010441	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$187.50	20%	\$150.00
WSWA-9010442	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$75.00	20%	\$60.00
WSWA-9010443	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$218.75	20%	\$175.00
WSWA-9010444	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$368.75	20%	\$295.00
ACM Server Licenses				
WSWA-9010206	SIERRAWRLS ACMSVRSWLIC (NON-FIPS) 2 INST	\$4,500.00	20%	\$3,600.00
WSWA-9010207	SIERRAWRLS ACM SVRSWLIC (FIPS) 2 INST	\$9,000.00	20%	\$7,200.00
WSWA-9010433	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 1- YEAR	\$925.00	20%	\$740.00
WSWA-9010434	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 3- YEAR	\$2,762.50	20%	\$2,210.00
WSWA-9010435	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 5- YEAR	\$4,606.25	20%	\$3,685.00
WSWA-9010436	ACM FIPS CLIENT SRV SUPP/MAINT PER DEV 1- YEAR	\$1,843.75	20%	\$1,475.00
WSWA-9010437	ACM FIPS SRV LIC SUPP/MAINT PER DEV 3- YEAR	\$5,531.25	20%	\$4,425.00
WSWA-9010438	ACM FIPS SRV LIC SUPP/MAINT PER DEV 5- YEAR	\$9,212.50	20%	\$7,370.00
XR80 ROUTER OPTIONS				
WSWA-1104789	XR80 5G ROUTER WIFI 1-YEAR AIRLINK COMPL	\$2,125.00	20%	\$1,700.00
WSWA-1104757	XP XR Cartridge 5G	\$1,068.75	20%	\$855.00
Carrier Antenna Options				
WSWA-6001354	ANT DOME 10IN1 5G/LTE, GNSS, WIFI, BLACK	\$518.75	20%	\$415.00
WSWA-6001355	ANT DOME 10IN1 5G/LTE, GNSS, WIFI, WHT	\$518.75	20%	\$415.00
WSWA-6001443	5 in 1 Dome anttena 4X5G LTE, GNSS, BLK	\$347.50	20%	\$278.00
WSWA-6001445	5 in 1 Dome anttena 4X5G LTE, GNSS, WHITE	\$347.50	20%	\$278.00
WSWA-6001444	10 in 1 SHARKFIN 5G/LTE, GNSS, WIFI BLACK	\$500.00	20%	\$400.00
Optional Accesories				
WSWA-6001350	MOUNTING BRACKET FOR XR80/90	\$108.75	20%	\$87.00
WSWA-6001192	SIERRAWRLS J1939 Y CBL	\$80.00	20%	\$64.00
WSWA-6001204	SIERRAWRLS OBD-II Y CBL	\$80.00	20%	\$64.00
WSWA-6001372	XR SERIES AC ADAPTER	\$115.00	20%	\$92.00
ALMS New Device Support Required				
WSWA-9010394	UPGRADE AIRLINK COMPLETE TO 5 YEARS XR80	\$368.75	20%	\$295.00

Part #	Description	MSRP	Discount %	Final Price
WSWA-9010393	XR80 AIRLINK COMPLETE 3 YEARS	\$200.00	20%	\$160.00
New Device Field Support Required				
WSWA-GWS10025	Basic Pro Services	\$27.50	20%	\$22.00
WSWA-GWS10026	Advance Basic Pro Services	\$33.75	20%	\$27.00
WSWA-GWS10027	Custom Basic Pro Services	Custom	20%	
Advance Reporting (Optional)				
WSWA-9010280	SIERRAWRLS ADDON ARA ALEOS (ALCOMPLETE) 1-YR	\$73.75	20%	\$59.00
WSWA-9010314	SIERRAWRLS ADDON ARA ALEOS (ALCOMPLETE) 3-YRS	\$218.75	20%	\$175.00
WSWA-9010316	SIERRAWRLS ADDON ARA ALEOS (ALCOMPLETE) 5-YRS	\$365.00	20%	\$292.00
Required Support for ACM deployments ONLY				
ACM Client Licenses				
WSWA-9010208	SIERRAWRLS ACMCLIENTLIC NON-FIPS	\$181.25	20%	\$145.00
WSWA-9010210	SIERRAWRLS ACM CLIENT LIC (FIPS)	\$370.00	20%	\$296.00
WSWA-9010439	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$37.50	20%	\$30.00
WSWA-9010440	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$112.50	20%	\$90.00
WSWA-9010441	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$187.50	20%	\$150.00
WSWA-9010442	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 1- YEAR	\$75.00	20%	\$60.00
WSWA-9010443	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 3- YEAR	\$218.75	20%	\$175.00
WSWA-9010444	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 5- YEAR	\$368.75	20%	\$295.00
ACM Server Licenses			20%	
WSWA-9010206	SIERRAWRLS ACMSVRSWLIC (NON-FIPS) 2 INST	\$4,500.00	20%	\$3,600.00
WSWA-9010207	SIERRAWRLS ACM SVRSWLIC (FIPS) 2 INST	\$9,000.00	20%	\$7,200.00
WSWA-9010433	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 1- YEAR	\$925.00	20%	\$740.00
WSWA-9010434	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 3- YEAR	\$2,762.50	20%	\$2,210.00
WSWA-9010435	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 5- YEAR	\$4,606.25	20%	\$3,685.00
WSWA-9010436	ACM FIPS CLIENT SRV SUPP/MAINT PER DEV 1- YEAR	\$1,843.75	20%	\$1,475.00
WSWA-9010437	ACM FIPS SRV LIC SUPP/MAINT PER DEV 3- YEAR	\$5,531.25	20%	\$4,425.00
WSWA-9010438	ACM FIPS SRV LIC SUPP/MAINT PER DEV 5- YEAR	\$9,212.50	20%	\$7,370.00
FRU				
WSWA-6001440	XR FAKRA Replacement Kit	\$25.00	20%	\$20.00
RENEWAL LICENSES				
ALMS Support Renewal Licenses				
WSWA-9010390	ALMS Renewal Support XR80 1 Year	\$112.50	20%	\$90.00
WSWA-9010391	ALMS Renewal Support XR80 3 Year	\$325.00	20%	\$260.00
WSWA-9010392	ALMS Renewal Support XR80 5 Year	\$537.50	20%	\$430.00
WSWA-9010279	ALMS Renewal Support MP/RV 1 Year	\$60.00	20%	\$48.00
WSWA-9010310	ALMS Renewal Support MP/RV 3 Year	\$181.25	20%	\$145.00

Part #	Description	MSRP	Discount %	Final Price
WSWA-9010312	ALMS Renewal Support MP/RV 5 Year	\$300.00	20%	\$240.00
AMM Support Renewals Licenses				
WSWA-9010184	CLOUD AMM SUPPORT 1 Year	\$235.00	20%	\$188.00
WSWA-9010352	CLOUD AMM SUPPORT 3 Year	\$705.00	20%	\$564.00
WSWA-9010354	CLOUD AMM SUPPORT 5 Year	\$1,181.25	20%	\$945.00
WSWA-9010229	ON-PREM HW SUPPORT 1 Year	\$125.00	20%	\$100.00
WSWA-9010356	ON-PREM HW SUPPORT 3 Year	\$381.25	20%	\$305.00
WSWA-9010358	ON-PREM HW SUPPORT 5 Year	\$630.00	20%	\$504.00
WSWA-9010415	AMM Lgt SERV LIC SUPP/MAINT PER DEV 1 Year	\$2,331.25	20%	\$1,865.00
WSWA-9010416	AMM lgt SERV LIC SUPP/MAINT PER DEV 3 Year	\$7,000.00	20%	\$5,600.00
WSWA-9010417	AMM lgt SERV LIC SUPP/MAINT PER DEV 5 Year	\$11,662.50	20%	\$9,330.00
WSWA-9010418	AMM SERV LIC SUPP/MAINT PER DEV 1 Year	\$4,300.00	20%	\$3,440.00
WSWA-9010419	AMM SERV LIC SUPP/MAINT PER DEV 3 Year	\$12,893.75	20%	\$10,315.00
WSWA-9010420	AMM SERV LIC SUPP/MAINT PER DEV 5 Year	\$21,250.00	20%	\$17,000.00
WSWA-9010421	AMM CLIENT LIC SUPP/MAINT PER DEV 1 Year	\$72.50	20%	\$58.00
WSWA-9010422	AMM CLIENT LIC SUPP/MAINT PER DEV 3 Year	\$218.75	20%	\$175.00
WSWA-9010423	AMM CLIENT LIC SUPP/MAINT PER DEV 5 Year	\$362.50	20%	\$290.00
ACM Support Renewals Licenses				
WSWA-9010433	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 1 YEAR	\$925.00	20%	\$740.00
WSWA-9010434	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 3 YEAR	\$2,762.50	20%	\$2,210.00
WSWA-9010435	ACM NON-FIPS SRV LIC SUPP/MAINT PER DEV 5 YEAR	\$4,606.25	20%	\$3,685.00
WSWA-9010436	ACM FIPS CLIENT SRV SUPP/MAINT PER DEV 1 YEAR	\$1,843.75	20%	\$1,475.00
WSWA-9010437	ACM FIPS SRV LIC SUPP/MAINT PER DEV 3 YEAR	\$5,531.25	20%	\$4,425.00
WSWA-9010438	ACM FIPS SRV LIC SUPP/MAINT PER DEV 5 YEAR	\$9,212.50	20%	\$7,370.00
WSWA-9010439	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 1 YEAR	\$37.50	20%	\$30.00
WSWA-9010440	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 3 YEAR	\$112.50	20%	\$90.00
WSWA-9010441	ACM NON-FIPS CLIENT LIC SUPP/MAINT PER DEV 5 YEAR	\$187.50	20%	\$150.00
WSWA-9010442	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 1 YEAR	\$75.00	20%	\$60.00
WSWA-9010443	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 3 YEAR	\$218.75	20%	\$175.00
WSWA-9010444	ACM FIPS CLIENT LIC SUPP/MAINT PER DEV 5 YEAR	\$368.75	20%	\$295.00

**Exhibit E-1 to
STATE OF OKLAHOMA CONTRACT WITH MOTOROLA SOLUTIONS, INC.
MASTER AGREEMENT NUMBER: OK-MA-145-21-500**

The Master Customer Agreement is hereby amended as set forth below and supersedes all prior documents submitted by Motorola Solutions, Inc. or discussed by the parties. The parties agree to use this Master Customer Agreement or a document substantially similar in the form of this Master Customer Agreement.

Master Customer Agreement

This Master Customer Agreement (the “**MCA**”) is entered into between Motorola Solutions, Inc., with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 (“**Motorola**”) and the Purchasing Entity (“**Customer**”) and is part of Master Agreement OK-MA-145-21-500. Motorola and Customer will each be referred to herein as a “**Party**” and collectively as the “**Parties**”. This Agreement (as defined below) is effective as of the date of the last signature (the “**Effective Date**”).

1. Agreement.

1.1. Scope; Agreement Documents. This MCA governs Customer’s purchase of Products (as defined below) and Services (as defined below) from Motorola. Additional terms and conditions applicable to specific Products and Services are set forth in one or more addenda attached to this MCA (each an “**Addendum**”, and collectively the “**Addenda**”). In addition, the Parties may agree upon solution descriptions, equipment lists, statements of work, schedules, technical specifications, and other ordering documents setting forth the Products and Services to be purchased by Customer and provided by Motorola and additional rights and obligations of the Parties (the “**Ordering Documents**”). To the extent required by applicable procurement law, a proposal submitted by Motorola in response to a competitive procurement process will be included within the meaning of the term Ordering Documents. This MCA, the Addenda, and any Ordering Documents are part of Master Agreement OK-MA-145-21-500 (the “**Agreement**”).

1.2. Reserved

2. Products and Services.

2.1. Products. Motorola will (a) sell hardware provided by Motorola (“**Equipment**”), (b) license software which is either preinstalled on Equipment or installed on Customer-Provided Equipment (as defined below) and licensed to Customer by Motorola for a perpetual or other defined license term (“**Licensed Software**”), and (c) license cloud-based software as a service products and other software which is either preinstalled on Equipment or installed on Customer- Provided Equipment, but licensed to Customer by Motorola on a subscription basis (“**Subscription Software**”) to Customer, to the extent each is set forth in an Ordering Document, for Customer’s own use in accordance with this Agreement. The Equipment, Licensed Software, and Subscription Software shall collectively be referred to herein as “**Products**”, or individually as a “**Product**”. At any time during the Term (as defined below), Motorola may substitute any Products at no cost to Customer, if the substitute is substantially similar to the Products set forth in the applicable Ordering Documents.

2.2. Services.

2.2.1. Motorola will provide services related to purchased Products (“**Services**”), to the extent set forth in an Ordering Document.

2.2.2. **Integration Services; Maintenance and Support Services.** If specified in an Ordering Document, Motorola will provide, for the term of such Ordering Document, (a) design, deployment, and integration Services in order to design, install, set up, configure, and/or integrate the applicable Products at the applicable locations (“**Sites**”), agreed upon by the Parties (“**Integration Services**”), or (b) break/fix maintenance, technical support, or other Services (such as software integration Services) (“**Maintenance and Support Services**”), each as further described in the applicable statement of work. Maintenance and Support Services and Integration Services will each be considered “**Services**”, as defined above.

2.2.3. Service Ordering Documents. The Fees for Services will be set forth in an Ordering Document and any applicable project schedules and will reflect pricing submitted with the pricing proposal or adjusted for inflation as allowed by the Agreement. A Customer point of contact will be set forth in the applicable statement of work for the Services. For purposes of clarity, each statement of work will be incorporated into, and form an integral part of, the Agreement as to each Customer.

2.2.4. Service Completion. Unless otherwise specified in the applicable Ordering Document, Services described in an Ordering Document will be deemed complete upon Motorola's performance of all Services listed in such Ordering Document and accepted by Customer ("**Service Completion Date**"); provided, however, that Maintenance and Support Services may be offered on an ongoing basis during a given Ordering Document term, in which case such Maintenance and Support Services will conclude upon the expiration or termination of such Ordering Document.

2.3. Non-Preclusion. If, in connection with the Products and Services provided under this Agreement, Motorola makes recommendations, including a recommendation to purchase other products or services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services to Customer if permitted by applicable law. Customer represents that this paragraph does not violate its procurement standards or other laws, regulations, or policies that were in place at the time of execution of the Agreement.

2.4. Customer Obligations. Customer will ensure that information Customer provides to Motorola in connection with receipt of Products and Services are accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to provide the Products and Services and perform its other duties under this Agreement. Unless the applicable Ordering Document states otherwise, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions or Customer information, decisions, or approvals described in this Section. If any assumptions in the Ordering Documents or information provided by Customer prove to be incorrect, or if Customer fails to perform any of its obligations under this Agreement, Motorola's ability to perform its obligations may be impacted and changes to the Agreement, including the scope, Fees, and performance schedule may be required.

2.5. Documentation. Products and Services may be delivered with documentation for the Equipment, software Products, 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 (collectively, "**Documentation**"). Documentation is and will be owned by Motorola, unless otherwise expressly agreed in an Addendum or Ordering Document that certain Documentation will be owned by Customer. Motorola hereby grants Customer a limited, royalty-free, worldwide, non-exclusive license to use the Documentation solely for its internal business purposes in connection with the Products and Services.

2.6. Motorola Tools and Equipment. As part of delivering the Products and Services, Motorola may provide certain tools, equipment, models, and other materials of its own as agreed upon by Customer. Such tools and equipment will remain the sole property of Motorola unless they are to be purchased by Customer as Products and are explicitly listed on an Ordering Document. The tools and equipment may be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola during business hours with reasonable advance notice. Customer will safeguard all tools and equipment while in Customer's custody or control, and, to the extent permitted by applicable law, be liable for any loss or damage. Upon the

expiration or earlier termination of this Agreement, Customer, at its expense, will return to Motorola all tools and equipment in its possession or control.

2.7. Authorized Users. Customer will ensure its employees and Authorized Users comply with the terms of this Agreement and will be liable for all acts and omissions of its employees and Authorized Users as provided by applicable law. Customer is responsible for the secure management of Authorized Users' names, passwords and login credentials for access to Products and Services. "**Authorized Users**" are Customer's employees, full-time contractors engaged for the purpose of supporting the Products and 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.

2.8. Export Control. Customer, its employees, and any other Authorized Users will not access or use the Products and Services in any jurisdiction in which the provision of such Products and Services is prohibited under applicable laws or regulations (a "**Prohibited Jurisdiction**"), and Customer will not provide access to the Products and Services to any government, entity, or individual located in a Prohibited Jurisdiction. Customer represents and warrants that (a) it and its Authorized Users are not named on any U.S. government list of persons prohibited from receiving U.S. exports, or transacting with any U.S. person; (b) it and its Authorized Users are not a national of, or a company registered in, any Prohibited Jurisdiction; (c) Customer will not permit its Authorized Users to access or use the Products or Services in violation of any U.S. or other applicable export embargoes, prohibitions or restrictions; and (d) Customer and its Authorized Users will comply with all applicable laws regarding the transmission of technical data exported from the U.S. and the country in which Customer, its employees, and the Authorized Users are located.

2.9. Change Orders. Unless a different change control process is agreed upon in writing by the Parties, a Party may request changes to an Addendum or an Ordering Document by submitting a change order to the other Party (each, a "**Change Order**"). If a requested change in a Change Order causes an increase or decrease in the Products or Services, the Parties by means of the Change Order will make appropriate adjustments to the Fees, project schedule, or other matters. Change Orders are effective and binding on the Parties only upon execution of the Change Order by an authorized representative of both Parties.

3. Term and Termination.

3.1. Term. The term of this MCA ("**Term**") will commence on the Effective Date and continue as articulated in the Agreement. The applicable Addendum or Ordering Document will set forth the term for the Products and Services governed thereby.

3.2. Termination. Reserved.

3.3. Suspension of Services. Reserved.

3.4. Effect of Termination or Expiration. Upon termination for any reason or expiration of this Agreement, an Addendum, or an Ordering Document, Customer and the Authorized Users, to the extent permitted by applicable law, 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, except that Equipment purchased by Customer should not be returned. Notwithstanding the reason for termination or expiration, Customer must pay Motorola for Products and Services already delivered and accepted. Customer has a duty to mitigate any damages under this Agreement, including in the event of default by Motorola and Customer's termination of this Agreement.

4. **Payment and Invoicing.**

4.1. Fees. Fees and charges applicable to the Products and Services (the “**Fees**”) will be as set forth in the applicable Addendum or Ordering Document. Changes in the scope of Services described in an Ordering Document may require an adjustment to the Fees due under such Ordering Document. If a specific invoicing or payment schedule is set forth in the applicable Addendum or Ordering Document, such schedule will apply solely with respect to such Addendum or Ordering Document. Unless otherwise specified in the applicable Ordering Document, the Fees for any Services exclude expenses associated with unusual and costly Site access requirements (e.g., if Site access requires a helicopter or other equipment), and Customer and Motorola will mutually agree how to handle these or other expenses incurred by Motorola in connection with the Services.

4.2. 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, except as exempt by law, unless otherwise specified in an Ordering Document. If Motorola is required to pay any Taxes, Customer, if permitted by applicable law, will reimburse Motorola for such Taxes (including any interest and penalties) within thirty (30) days after Customer’s receipt of an invoice therefore. If required by applicable law, Customer will be solely responsible for reporting the Products for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income and net worth.

4.3. Reserved.

5. **Sites; Customer-Provided Equipment; Non-Motorola Content.**

5.1. Access to Sites. Customer will be responsible for providing all necessary permits, licenses, and other approvals necessary for the installation and use of the Products and the performance of the Services at each applicable Site, including for Motorola to perform its obligations hereunder, and for facilitating Motorola’s access to the Sites. No waivers of liability will be imposed on Motorola or its subcontractors by Customer or others at Customer facilities or other Sites.

5.2. Site Conditions. Customer will ensure that (a) all Sites are safe and secure, (b) Site conditions meet all applicable industry and legal standards (including standards promulgated by OSHA or other governmental or regulatory bodies), (c) to the extent applicable, Sites have adequate physical space, air conditioning, and other environmental conditions, electrical power outlets, distribution, equipment, connections, and telephone or other communication lines (including modem access and interfacing networking capabilities), and (d) Sites are suitable for the installation, use, and maintenance of the Products and Services. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

5.3. Site Issues. Motorola will have the right at any time to inspect the Sites and advise Customer of any deficiencies or non-conformities with the requirements of this **Section 5 – Sites; Customer-Provided Equipment; Non-Motorola Content**. If Motorola or Customer identifies any deficiencies or non-conformities, Customer will promptly remediate such issues or the Parties will select a replacement Site. If a Party determines that a Site identified in an Ordering Document is not acceptable or desired, the Parties will cooperate to investigate the conditions and select a replacement Site or otherwise adjust the installation plans and specifications as necessary. A change in Site or adjustment to the installation plans and specifications may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.4. Customer-Provided Equipment. Certain components, including equipment and software, not provided by Motorola may be required for use of the Products and Services (“**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 Products and Services under this Agreement, and such access and use will not violate any laws or infringe any third-party rights (including intellectual property rights). Customer (and not Motorola), to the extent damages are not caused by 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 Products and Services under this Agreement, and Customer acknowledges that any such events may cause a change in the Fees or performance schedule under the applicable Ordering Document.

5.5. 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 Products and Services. If Customer accesses, uses, or integrates any Non-Motorola Content with the Products or 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 Products and Services. Customer will also obtain the necessary rights for Motorola to use such Non-Motorola Content in connection with providing the Products and Services, including the right for Motorola to access, store, and process such Non-Motorola Content (e.g., in connection with Subscription

Software), and to otherwise enable interoperation with the Products and 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 Products and 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 Products and 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 Products and Services). If Customer receives notice that any Non-Motorola Content must be removed, modified, or disabled within the Products or 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 Products or 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 7.2 – Intellectual Property Infringement**.

6. Representations and Warranties.

6.1. Mutual Representations and Warranties. Each Party represents and warrants to the other Party that (a) it has the right to enter into the Agreement and perform its obligations hereunder, and (b) the Agreement will be binding on such Party.

6.2. Motorola Warranties. Subject to the disclaimers and exclusions below, Motorola represents and warrants that (a) Services will be provided in a good and workmanlike manner and will conform in all material respects to the descriptions in the applicable Ordering Document; and (b) for a period of ninety (90) days commencing upon the Service Completion Date for one-time Services, the Services will be free of material defects in materials and workmanship. Other than as set forth in subsection (a) above, recurring Services are not warranted but rather will be subject to the requirements of the applicable Addendum or Ordering Document. Motorola provides other express warranties for Motorola-manufactured Equipment, Motorola-owned software

Products, and certain Services. Such express warranties are included in the applicable Addendum or Ordering Document. Such representations and warranties will apply only to the applicable Product or Service that is the subject of such Addendum or Ordering Document.

6.3. Warranty Claims; Remedies. To assert a warranty claim, Customer must notify Motorola in writing of the claim prior to the expiration of any warranty period set forth in this MCA or the applicable Addendum or Ordering Document. Unless a different remedy is otherwise expressly set forth for a particular warranty under an Addendum, upon receipt of such claim, Motorola will investigate the claim and use commercially reasonable efforts to repair or replace any confirmed materially non-conforming Product or re-perform any non-conforming Service, at its option. Such remedies are Customer's sole and exclusive remedies for Motorola's breach of a warranty. Motorola's warranties are extended by Motorola to Customer only, and are not assignable or transferrable except as provided in the Agreement.

Pass-Through Warranties. Notwithstanding any provision of this Agreement to the contrary, Motorola will have no liability for third-party software or hardware provided by Motorola; provided, however, that to the extent offered by third-party providers of software or hardware and to the extent permitted by law, Motorola will pass through express warranties provided by such third parties.

6.4. WARRANTY DISCLAIMER. EXCEPT FOR THE EXPRESS AND PASS THROUGH WARRANTIES IN THIS AGREEMENT, PRODUCTS AND SERVICES PURCHASED HEREUNDER ARE PROVIDED "AS IS" AND WITH ALL FAULTS. WARRANTIES SET FORTH IN THE AGREEMENT ARE THE COMPLETE WARRANTIES FOR THE PRODUCTS AND SERVICES AND MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND QUALITY. MOTOROLA DOES NOT REPRESENT OR WARRANT THAT USE OF THE PRODUCTS AND SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR FREE OF SECURITY VULNERABILITIES, OR THAT THEY WILL MEET CUSTOMER'S PARTICULAR REQUIREMENTS.

7. Indemnification.

7.1. General Indemnity. Reserved.

7.2. Intellectual Property Infringement. Reserved

7.2.1. Reserved.

7.2.2. Reserved.

7.2.3. Reserved.

7.3. Customer Indemnity. Reserved.

8. Limitation of Liability.

8.1. DISCLAIMER OF CONSEQUENTIAL DAMAGES. Reserved.

8.2. DIRECT DAMAGES. Reserved.

8.3. ADDITIONAL EXCLUSIONS. Reserved.

8.4. Voluntary Remedies. If Motorola agrees to provide Services to help resolve such issues, Customer will reimburse Motorola for its reasonable time and expenses as agreed upon by the parties, including by paying Motorola any Fees set forth in an Ordering Document for such

Services, if applicable.

8.5. Statute of Limitations. Reserved.

9. Confidentiality.

9.1. Confidential Information. Reserved.

9.2. Obligations of Confidentiality. Reserved.

9.3. Exceptions. Reserved

9.4. Ownership of Confidential Information. Reserved.

10. Proprietary Rights; Data; Feedback.

10.1. Data Definitions. The following terms will have the stated meanings: “**Customer Contact Data**” means data Motorola collects from Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**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 Products and 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; “**Third-**

Party Data” means information obtained by Motorola from publicly available sources or its third party content providers and made available to Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means 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; and “**Process**” or “**Processing**” means 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.

10.2. 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 Products and 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 Addendum or Ordering Document, 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 Agreement 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 Products and Services or other Motorola Materials, or permit any third party to do so.

10.3. 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 Agreement including the right to Process and use the Customer Data as set forth in **Section 10.4 – 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 10.4.3 – Sub-processors and other terms of the Agreement**.

10.4. Processing Customer Data.

10.4.1. 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, non-exclusive license to use Customer Data (including to process, host, cache, store, reproduce, copy, modify, combine, analyze, and to communicate, transmit, and distribute such Customer Data to third parties engaged by Motorola to perform Services and provide Products under the Agreement. Customer authorizes Motorola (1) to only export financial and billing information and/or data as is needed for internal business purposes such as processing orders or invoices to Poland, or (2) to have third tier development support personnel located in Denmark, Poland, India or Malaysia to perform fixes or other remedial services associated with the products and services purchased hereunder, and said personnel will not have access to Customer Data. All Customer Data will remain within the United States for United States Customers and will not be accessed, processed, stored, transmitted, or disposed of outside of the United States. Customer agrees that this Agreement, 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.

10.4.2. 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 Motorola's Products and Services), and Motorola's use of such Customer Data in accordance with the Agreement, 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 the Agreement.

10.4.3. 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 Agreement. 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 and this Agreement. A list of current

sub-processors can be accessed at:
https://www.motorolasolutions.com/en_us/about/trust-center/privacy/data-sub-processors.html

10.5. Data Retention and Deletion. Except for anonymized Customer Data, as described above, or as otherwise provided under the Agreement, Motorola will delete all Customer Data following termination or expiration of this MCA or the applicable Addendum or Ordering Document, with such deletion to occur no earlier than sixty (60) days following the applicable date of termination or expiration, unless otherwise required to comply with applicable law.

10.6. Service Use Data. Reserved.

10.7. Third-Party Data and Motorola Data. Motorola Data and Third-Party Data may be available to Customer through the Products and 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 the applicable 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 MCA. 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 the Agreement, 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, to the extent permitted by applicable law, immediately discontinue use of such data, delete all copies of such data, and certify such deletion to Motorola. Notwithstanding any provision of the Agreement to the contrary, Motorola will have no liability for Third-Party Data or Motorola Data available through the Products and 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.

10.8. Feedback. 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.

10.9. Improvements; Products and Services. The Parties agree that, notwithstanding any provision of this MCA or the Agreement to the contrary, all fixes, modifications and improvements to the Services or Products 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. Notwithstanding the foregoing and as identified elsewhere in the Agreement, if the Parties agree to contract for custom software products or services then the foregoing will not apply.

11. Force Majeure; Delays Caused by Customer.

11.1. Force Majeure. Reserved.

11.2. Delays Caused by Customer. Motorola's performance of the Products and Services will be excused for delays caused by Customer or its Authorized Users or subcontractors, or by failure of any assumptions set forth in this Agreement (including in any Addendum or Ordering Document). In the event of a delay under this **Section 11.2 – Delays Caused by Customer**, (a) Customer will continue to pay the Fees as required hereunder, (b) the Parties will agree (in writing) upon a reasonable extension to any applicable performance schedule, and (c)

Customer will compensate Motorola for its reasonable out-of-pocket costs incurred due to the delay (including those incurred by Motorola's affiliates, vendors, and subcontractors) as agreed upon or otherwise resolved by the parties.

12. Disputes. The Parties will use the following procedure to resolve any disputes relating to or arising out of this Agreement (each, a "**Dispute**"):

12.1. Governing Law. Reserved.

12.2. Negotiation; Mediation. Either Party may initiate dispute resolution procedures by sending a notice of Dispute ("**Notice of Dispute**") to the other Party. The Parties will attempt to resolve the Dispute promptly through good faith negotiations, including timely escalation of the Dispute to executives who have authority to settle the Dispute (and who are at a higher level of management than the persons with direct responsibility for the matter).

12.3. Litigation, Venue, Jurisdiction. If the Dispute has not been resolved by mediation within sixty (60) days from the Notice of Dispute, either Party may submit the Dispute exclusively to a court permitted by the Agreement. Each Party expressly consents to the exclusive jurisdiction of such courts for resolution of any Dispute.

13. General.

13.1. Compliance with Laws. Each Party will comply with applicable laws in connection with the performance of its obligations under this Agreement, including that Customer will ensure its and its Authorized Users' use of the Products and Services complies with law (including privacy laws), and Customer will obtain any FCC and other licenses or authorizations (including licenses or authorizations required by foreign regulatory bodies) required for its and its Authorized Users' use of the Products and Services. Motorola may, upon reasonable advance notice to Customer, cease providing or otherwise modify Products and Services (or any terms related thereto in an Addendum or Ordering Document), in order to comply with any changes in applicable law.

13.2. Audit; Monitoring. Motorola will have the right to monitor and audit use of the Products, 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 Term, and for two (2) years thereafter, accurate records relating to any software licenses granted under this Agreement to verify compliance with this Agreement. 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.

13.3. Assignment and Subcontracting. Reserved

13.4. Waiver. Reserved

13.5. Severability. If any provision of the Agreement is found by a court of competent jurisdiction

to be invalid, illegal, or otherwise unenforceable, such provision will be deemed to be modified to reflect as nearly as possible the original intentions of the Parties in accordance with applicable law. The remaining provisions of this Agreement will not be affected, and each such provision will be valid and enforceable to the full extent permitted by applicable law.

13.6. Independent Contractors. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership, or formal business organization of any kind.

13.7. Third-Party Beneficiaries. Reserved.

13.8. Interpretation. The section headings in this Agreement are included only for convenience. The words “including” and “include” will be deemed to be followed by the phrase “without limitation”. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

13.9. Notices. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as FedEx, UPS, or DHL), and will be effective upon receipt.

13.10. Cumulative Remedies. Except as specifically stated in this Agreement, all remedies provided for in this Agreement 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 Agreement, the election by a Party of any remedy provided for in this Agreement 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.

13.11. Survival. The following provisions will survive the expiration or termination of this Agreement for any reason: **Section 2.4 – Customer Obligations; Section 3.4 – Effect of Termination or Expiration; Section 4 – Payment and Invoicing; Section 8 – Limitation of Liability; Section 10 – Proprietary Rights; Data; Feedback; Section 11 – Force Majeure; Delays Caused by Customer; Section 12 – Disputes; and Section 13 – General.**

13.12. Entire Agreement. Reserved.

**Exhibit E-2 to
STATE OF OKLAHOMA CONTRACT WITH MOTOROLA SOLUTIONS, INC.
MASTER AGREEMENT NUMBER: OK-MA-145-21-500**

The Equipment Purchase and Software License Addendum is hereby amended as set forth below and supersedes all prior documents submitted by Motorola Solutions, Inc. or discussed by the parties. The parties agree to use this Equipment Purchase and Software License Addendum or a document substantially similar in the form of this Equipment Purchase and Software License Addendum.

Equipment Purchase and Software License Addendum

This Equipment Purchase and Software License Addendum (this “**EPSLA**”) 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 MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Agreement OK-MA-145-21-500 (the “**MCA**”). Capitalized terms used in this EPSLA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This EPSLA governs Customer’s purchase of Equipment and license of Licensed Software (and, if set forth in an Ordering Document, related Services) from Motorola, and will form part of the Parties’ Agreement.

2. Delivery of Equipment and Licensed Software.

2.1. Delivery and Risk of Loss. Motorola will provide to Customer the Products (and, if applicable, related Services) set forth in an Ordering Document, in accordance with the terms of the Agreement. Motorola will, using commercially reasonable practices, pack the ordered Equipment and ship such Equipment to the Customer address set forth in the applicable Ordering Document or otherwise provided by Customer in writing, using a carrier selected by Motorola. Delivery of Licensed Software for installation on Equipment or Customer-Provided Equipment will occur upon the electronic delivery of the Licensed Software by Motorola. If agreed upon in an Ordering Document, Motorola will also provide Services related to such Products.

2.2. Delays. Any shipping dates set forth in an Ordering Document are approximate, and while Motorola will make reasonable efforts to ship Products by any such estimated shipping date, Motorola will not be liable for any delay or related damages to Customer. Time for delivery will not be of the essence, but unreasonable delays may constitute grounds for cancellation, penalties, termination, or a refund.

2.3. 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.

3. Licensed Software License and Restrictions.

3.1. Licensed Software License. Subject to Customer’s and its Authorized Users’ compliance with the Agreement (including payment terms), Motorola, except as otherwise provided in the Agreement, hereby grants Customer and its Authorized Users a limited, non-transferable, non-sublicenseable, and non-exclusive license to use the Licensed Software identified in an Ordering Document, in object code form only, and the associated Documentation, solely in connection with the Equipment provided by Motorola or authorized Customer-Provided Equipment (as applicable, the “**Designated Products**”) and solely for Customer’s internal business purposes. Unless otherwise stated in an Addendum or the Ordering Document, the foregoing license grant will be limited to the number of licenses set forth in the applicable Ordering Document and will continue for the life of the applicable Designated Product. Except as otherwise permitted in an applicable Addendum or Ordering Document, Customer may install, access, and use Licensed 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 Licensed Software remotely from any location.

3.2. Subscription License Model. If the Parties mutually agree that any Licensed Software purchased under this EPSLA will be replaced with or upgraded to Subscription Software, then upon such time which the Parties execute the applicable Ordering Document, the licenses granted under this EPSLA will automatically terminate, and such Subscription Software will be governed by the terms of the applicable Addendum under this Agreement.

3.3. End User Licenses. Notwithstanding any provision to the contrary in the Agreement, certain Licensed Software is governed by a separate license, EULA, or other agreement, including terms governing third-party equipment or software, such as open source software, included in the Products and Services. Customer, to the extent permitted by applicable law and to the extent not in conflict with this Agreement and to the extent it does not expand the liabilities or reduce the rights of Customer, will comply, and ensure its Authorized Users comply, with any such additional terms applicable to third-party equipment or software.

3.4. Customer Restrictions. Customers and Authorized Users will comply with the applicable Documentation in connection with their use of the Products. Customer will not and will not allow others, including the Authorized Users, to: (a) make the Licensed Software available for use by unauthorized third parties, including via a commercial rental or sharing arrangement; (b) reverse engineer, disassemble, or reprogram the Licensed Software or any portion thereof to a human-readable form; (c) modify, create derivative works of, or merge the Licensed Software with other software or equipment; (d) copy, reproduce, distribute, lend, lease, or transfer the Licensed Software or Documentation for or to any third party without the prior express written permission of Motorola; (e) take any action that would cause the Licensed Software or Documentation to be placed in the public domain; (f) use the Licensed Software to compete with Motorola; or (g) remove, alter, or obscure, any copyright or other notice.

3.5. Copies. Customer may make one (1) copy of the Licensed Software solely for archival, back-up, or disaster recovery purposes during the term of the applicable Licensed Software license. Customer may make as many copies of the Documentation reasonably required for the internal use of the Licensed Software during such Licensed Software's license term. Unless otherwise authorized by Motorola in writing, Customer will not, and will not enable or allow any third party to: (a) install a licensed copy of the Licensed Software on more than one (1) unit of a Designated Product; or (b) copy onto or transfer Licensed Software installed in a unit of a Designated Product onto another device. Customer may temporarily transfer Licensed Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Customer provides written notice to Motorola of the temporary transfer and identifies the device on which the Licensed is transferred. Temporary transfer of the Licensed Software to another device must be discontinued when the original Designated Product is returned to operation and the Licensed Software must be removed from the other device. Customer must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

3.6.  Sale of Equipment. Equipment contains embedded Licensed Software. If Customer desires to sell its used Equipment to a third party, Customer must first receive prior written authorization from Motorola and obtain written acceptance of the applicable Licensed Software license terms, including the obligation to pay relevant license fees, from such third party. Used equipment shall not be sold to a non-first responder Customer. Notwithstanding the foregoing, the first violation of this provision shall not be grounds for termination; repeated violations by the same entity of may be grounds for termination.

4. Term.

4.1. Term. The term of this EPSLA (the “**EPSLA Term**”) will commence upon either (a) the Effective Date of the MCA, if this EPSLA is attached to the MCA as of such Effective Date, or (b) the EPSLA Date set forth on the signature page below, if this EPSLA is executed after the MCA Effective Date, and will continue until the later of (i) of the MCA, or (ii) the expiration of all applicable warranty periods (as set forth in **Section 6.1 – Motorola Warranties** below) under this EPSLA, unless this EPSLA or the Agreement is earlier terminated in accordance with the terms of the Agreement.

4.2. Termination. RESERVED.

4.3.  Equipment as a Service. In the event that Customer purchases any Equipment at a price below the MSRP established in the Agreement for such Equipment in connection Customer entering into a fixed- or minimum required-term agreement for Subscription Software, and Customer terminates the Agreement, this EPSLA, or other applicable Addendum (such as the Addendum governing the purchase of such Subscription Software) for convenience prior to the expiration of such fixed- or minimum required-term, then Motorola will have the right to invoice Customer for, and Customer will pay, the amount of the discount to the MSRP established in the Agreement for the Equipment or such other amount set forth in the applicable Addendum or Ordering Document. Customer may make a request for the termination breakdown of costs at any time during the Agreement or after termination. This Section will not limit any other remedies Motorola may have with respect to an early termination.

5. Payment. RESERVED.

6. Representations and Warranties; Liability.

6.1. Motorola Warranties. Subject to the disclaimers and exclusions set forth in the MCA and this EPSLA, (a) for a period of one (1) year commencing upon the acceptance of Motorola-manufactured Equipment under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Motorola-manufactured Equipment, under normal use, will be free from material defects in materials and workmanship; (b) to the extent permitted by the providers of third-party software or hardware included in the Products and Services, Motorola will pass through to Customer any warranties provided by such third parties, which warranties will apply for the period defined by the applicable third party; and (c) for a period of ninety (90) days commencing upon the acceptance of Motorola-owned Licensed Software under **Section 2.1 – Delivery and Risk of Loss**, Motorola represents and warrants that such Licensed Software, when used in accordance with the Documentation and the Agreement, will be free from reproducible defects that prevent operation of features critical to the primary functionality or successful operation of the Motorola-developed Licensed Software (as determined by Motorola). The warranty set forth in subsection (c) will be referred to as the “**Motorola Licensed Software Warranty**”. As Customer’s sole and exclusive remedy for any breach of the Motorola Licensed Software Warranty, Motorola will use commercially reasonable efforts to remedy the material defect in the applicable Licensed Software; provided, however, that if Motorola does not remedy such material defect within a reasonable time, then at Motorola’s sole option, Motorola will either replace the defective Licensed Software with functionally-equivalent software, provide substitute software to Customer, or

terminate the applicable software license and refund any paid license fees to Customer on a pro-rata basis. For clarity, the Motorola Licensed Software Warranty applies only to the most current version of the Licensed Software issued by Motorola, and issuance of updated versions of any Licensed Software does not result in a renewal or extension of the Motorola Licensed Software Warranty beyond the ninety (90) day warranty period.

6.2. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA WILL HAVE NO LIABILITY FOR (A) DEFECTS IN OR DAMAGE TO PRODUCTS RESULTING FROM USE OTHER THAN IN THE NORMAL AUTHORIZED MANNER, OR FROM ACCIDENT, OR NEGLIGENCE; (B) TESTING, MAINTENANCE, REPAIR, INSTALLATION, OR MODIFICATION BY PARTIES OTHER THAN MOTOROLA OR AT THE DIRECTION OF MOTOROLA; (C) CUSTOMER'S OR ANY AUTHORIZED USER'S FAILURE TO COMPLY WITH INDUSTRY AND OSHA OR OTHER LEGAL STANDARDS; (D) DAMAGE TO RADIO ANTENNAS, UNLESS CAUSED BY DEFECTS IN MATERIAL OR WORKMANSHIP; (E) EQUIPMENT WITH NO SERIAL NUMBER; (F) BATTERIES OR CONSUMABLES; (G) Reserved; (H) COSMETIC DAMAGE THAT DOES NOT AFFECT OPERATION; (I) NORMAL WEAR AND TEAR; (J) ISSUES OR OBSOLESCENCE OF LICENSED SOFTWARE DUE TO CHANGES IN CUSTOMER OR AUTHORIZED USER REQUIREMENTS, EQUIPMENT OR SYSTEMS; (K) TRACKING AND LOCATION-BASED SERVICES; OR (L) BETA SERVICES.

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 MCA or **Section 6.2 – 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 as agreed upon by the parties, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

7. Copyright Notices. The existence of a copyright notice on any Licensed Software will not be construed as an admission or presumption of publication of the Licensed Software or public disclosure of any trade secrets associated with the Licensed Software.

8. Survival. The following provisions will survive the expiration or termination of this EPSLA for any reason: **Section 3 – Licensed Software License and Restrictions; Section 4 – Term; Section 6.2 – Additional Exclusions; Section 8 – Survival.**

**Exhibit E-3 to
STATE OF OKLAHOMA CONTRACT WITH MOTOROLA SOLUTIONS, INC.
MASTER AGREEMENT NUMBER: OK-MA-145-21-500**

The Subscription Software Addendum is hereby amended as set forth below and supersedes all prior documents submitted by Motorola Solutions, Inc. or discussed by the parties. The parties agree to use this Subscription Software Addendum or a document substantially similar in the form of this Subscription Software Addendum.

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 entity set forth in the signature block below or in the MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Agreement OK-MA-145-21-500 (the “**MCA**”). Capitalized terms used in this SSA, but not defined herein, will have the meanings set forth in the MCA.

1. Addendum. This SSA governs Customer’s purchase of Subscription Software (and, if set forth in an Ordering Document, 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. Delivery. During the applicable Subscription Term (as defined below), Motorola will provide to Customer the Subscription Software set forth in an Ordering Document, in accordance with the terms of the 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 an Ordering Document, Motorola will also provide Services related to such Subscription Software.

2.2. Modifications. In addition to other rights to modify the Products and Services set forth in the MCA, Motorola may modify the Subscription Software, 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 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.

2.3. User Credentials. If applicable, Motorola will provide Customer with administrative user credentials for the Subscription Software, 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 will be liable for any use of the Subscription Software through such user credential (including through any administrative user credentials), including any changes made to the Subscription Software or issues or user impact arising therefrom.

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.

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 except as otherwise provided in the Agreement, 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 Software remotely from any location. No custom development work will be performed under this Addendum.

3.2. End User Licenses. 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 to the extent permitted by applicable law and to the extent not in conflict with this Agreement and to the extent it does not expand the liabilities or reduce the rights of Customer, comply, and ensure its Authorized Users comply, with such additional license agreements.

3.3. Customer Restrictions. Customers and Authorized Users will to the extent permitted by applicable law, 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; reverse engineer, disassemble, or reprogram software used to provide the Subscription Software 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 with other software; copy, reproduce, distribute, lend, or lease the Subscription Software or Documentation for or to any third party; 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; remove, alter, or obscure, any copyright or other notice; share user credentials (including among Authorized Users); use the Subscription Software to store or transmit malicious code; or 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**"). Following the Initial Subscription Period, Customer's subscription to the Subscription Software and any recurring Services may be renewed by the parties for additional twelve (12) month periods (each, a "**Renewal Subscription Year**"). (The Initial Subscription Period and each Renewal Subscription Year will each be referred to herein as a "**Subscription Term**".) Motorola may increase Fees as provided in the Agreement. In such case, Motorola will

notify Customer. Unless otherwise specified in the applicable Ordering Document, if Customer orders any additional Subscription Software or recurring Services under this SSA during an in-process Subscription Term, the subscription for each new Subscription Software or recurring Service will (a) commence upon delivery of such Subscription Software or recurring Service, and continue until the conclusion of Customer's then-current Subscription Term (a "**Partial Subscription Year**"). Thus, unless otherwise specified in the applicable Ordering Document, the Subscription Terms for all Subscription Software 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 MCA, if this SSA is attached to the MCA as of such Effective Date, or (b) the SSA Date set forth on the signature page below, if this SSA is executed after the MCA 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. Termination. Notwithstanding the termination provisions of the MCA, Motorola may terminate this SSA (or any Addendum or Ordering Documents hereunder) as provided in the Agreement, or suspend delivery of Subscription Software 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 Software license scope or restrictions set forth in an Addendum or Ordering Document, or (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). Customer acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Subscription Software and Documentation, and that Customer's breach of the Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Customer breaches this Agreement, in addition to termination, Motorola will be entitled to all available remedies at law or in equity (including immediate injunctive relief).

4.4. Wind Down of Subscription Software. In addition to the termination rights in the MCA, Motorola may terminate any Ordering Document and Subscription Term, in whole or in part with no less than 30 days' notice, in the event Motorola plans to cease offering the applicable Subscription Software or Service to customers. Motorola will work with Customer to find replacement Subscription Software or Services that Motorola offers if available.

5. Payment.

5.1. Payment. If agreed upon in an Ordering Document or a Participating Addendum, Customer will prepay an annual subscription Fee set forth in an Ordering Document for each Subscription Software 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 Software 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 Software and any recurring Services if Customer fails to make any payments when due.

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. 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, 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 MCA.

6. Liability.

6.1. ADDITIONAL EXCLUSIONS. IN ADDITION TO THE EXCLUSIONS FROM DAMAGES SET FORTH IN THE MCA, AND NOTWITHSTANDING ANY PROVISION OF THE AGREEMENT TO THE CONTRARY, MOTOROLA, WILL HAVE NO LIABILITY FOR BETA SERVICES.

6.2. Voluntary Remedies. Motorola is not obligated to remedy, repair, replace, or refund the purchase price for the disclaimed or excluded issues in the MCA 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 as agreed upon by the parties, including by paying Motorola any Fees set forth in an Ordering Document for such Services, if applicable.

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. Motorola holds all Customer Contact Data as a controller and shall Process such Customer Contact Data in accordance with the Motorola Privacy Statement and this Agreement. 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.**

**Exhibit E-4 to
STATE OF OKLAHOMA CONTRACT WITH MOTOROLA SOLUTIONS, INC.
MASTER AGREEMENT NUMBER: OK-MA-145-21-500**

The Mobile Video Addendum is hereby amended as set forth below and supersedes all prior documents submitted by Motorola Solutions, Inc. or discussed by the parties. The parties agree to use this Mobile Video Addendum or a document substantially similar in the form of this Mobile Video Addendum.

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 Customer (as defined in the MCA), and will be subject to, and governed by, the terms of the Master Agreement OK-MA-145-21-500, (the “**MCA**”), and the applicable Addenda, Exhibits and Participating Addendums. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

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 MCA, other Addenda may be applicable to Products offered under this MVA, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as each of those terms are defined therein, and as further described below.

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 Ordering Document(s) specify 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 EPSLA. 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 CommandCentral Evidence and EvidenceLibrary.com 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 MCA, and as described in the applicable Ordering Document.

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 MCA. 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 Document 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 MCA.

4. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the MCA 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 acceptance of the Products in accordance with the terms and conditions set forth in **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. 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. In the event Customer purchases a Cloud Hosted Evidence Management System with "Unlimited Storage", including evidence management under the VaaS Program, 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 rates set in the Agreement. 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. Customer, to the extent permitted by applicable law and to the extent not in conflict with this Agreement and to the extent it does not expand the liabilities or reduce the rights of Customer, will comply, and ensure its Authorized Users comply, with all such additional license terms.

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 ("**LEARN**"), which is subject to the SSA and any additional terms governing the use of LEARN. If Customer purchases a subscription to commercial license plate recognition data, then Customer will negotiate in good faith with

Motorola and execute terms of an agreed upon Data License Addendum.

5.5. License Plate Recognition Data. License plate recognition (“**LPR**”) data collected by Customer is considered Customer Data (as defined in the MCA) 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 LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective LEA, and shall be used by Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of Customer and who are authorized by Customer to access LEARN on behalf of Customer through login credentials provided by Customer (“**User Eligibility Requirements**”) may access LEARN. Vigilant in its sole discretion may deny access to LEARN 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, LEARN through use of Customer login credentials, including ensuring their compliance with this Agreement.

5.6. API Support. Motorola will use commercially 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 and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document 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. Customer and Motorola will define in advance what access will be provided in the Ordering Documents.

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. All body cameras and associated batteries purchased under the VaaS Program (“**Body Cameras**”) are eligible for a one-time replacement at no additional cost to the Customer beginning on the date three (3) years following the date of acceptance of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera 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, will not be eligible for a technology refresh hereunder.

6.2. No-Fault Warranty. Subject to the disclaimers set forth in the MCA and EPSLA, upon delivery of any 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 MCA or EPSLA, 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 that following the delivery of any Equipment under the VaaS Program, Customer, to the extent permitted by applicable law and the Agreement, commits to a five (5) year subscription term for such Equipment at the rate provided in the Ordering Document (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 if permitted by the Agreement. 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 under the VaaS Program subsequent to such ninety (90) day period, will commence, to the extent permitted by applicable law and the Agreement, 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. **EvidenceLibrary.com.** Subject to **Section 6.7.1 – VaaS Term**, the VaaS Program provides Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Document 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 rates in the Agreement, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.

6.5.2. CommandCentral. For each 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.

6.6. VaaS Program Payment. If agreed upon in an Ordering Document, Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Document. 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 MCA, EPSLA and SSA, as applicable. If Customer's

participation in the VaaS Program is terminated for convenience by Customer 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 (established in the Agreement), 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: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate. Customer may make a request for the termination breakdown of costs at any time during the Agreement or after termination.

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 thirty (30) days after functional demonstration. 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 Ordering Document. Notwithstanding the foregoing, Customer will retain its the right to reject any Mobile Video System as addressed in the Agreement, but Customer will not unreasonably delay Beneficial Use of any Product within the Software System, and Customer will owe Motorola all fees or charges from the time period of Beneficial Use. Any additional Equipment sold in connection with the initial Mobile Video System shall be accepted in accordance of the terms of the EPSLA and the Agreement. Any additional Subscription Software purchased under the VaaS Program will be 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.

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. Notwithstanding the foregoing, all data, replications, and backups will be stored at a location in the United States for Customers in the United States.

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. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There

are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

8.4. Maintenance. Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify customers two (2) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially 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 – EvidenceLibrary.com; Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**

**Exhibit E-5 to
STATE OF OKLAHOMA CONTRACT WITH MOTOROLA SOLUTIONS, INC.
MASTER AGREEMENT NUMBER: OK-MA-145-21-500**

The Software Products Addendum is hereby amended as set forth below and supersedes all prior documents submitted by Motorola Solutions, Inc. or discussed by the parties. The parties agree to use this Software Products Addendum or a document substantially similar in the form of this Software Products Addendum.

Software Products Addendum

This Software Products Addendum (this “**SPA**”) 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 MCA (“**Customer**”), and will be subject to, and governed by, the terms of the Master Agreement OK-MA-145-21-500 (the “**MCA**”), and the applicable Addenda, Exhibits, and Participating Addendums. Capitalized terms used in this SPA, but not defined herein, will have the meanings set forth in the MCA or the applicable Addenda.

1. **Addendum.** This SPA governs Customer’s purchase of certain Motorola software Products, including Software Systems, and will form part of the Parties’ Agreement. A “**Software System**” is a solution that includes at least one command center software Product and requires Integration Services to deploy such software Product at a Customer Site or onto any Customer-Provided Equipment or Equipment provided to Customer. In addition to the MCA, other Addenda may be applicable to the Software System or other software Products, including the Subscription Software Addendum (“**SSA**”), with respect to Subscription Software, and the Equipment Purchase and Software License Addendum (“**EPSLA**”), with respect to Licensed Software and Equipment, as further described below.

2. Software Systems; Applicable Terms and Conditions.

2.1. On-Premise Software System. If Customer purchases an “on-premises Software System,” where Equipment and Licensed Software are installed at Customer Sites or on Customer-Provided Equipment, then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), such Equipment and Licensed Software installed at Customer Sites or on Customer-Provided Equipment are subject to the EPSLA. On-premises Software Systems described in this Section qualify for the System Warranty as described in **Section 5 – On-Premises Software System Warranty** (the “**System Warranty**”). In connection with the on-premises Software System, Customer may also purchase additional Subscription Software that integrates with its on- premises Software System (e.g., CommandCentral Aware) (each, an “**Add-On Subscription**”). Any Add-On Subscription will be subject to the terms and conditions of the SSA and excluded from the System Warranty.

2.2. On-Premise Software System as a Service. If Customer purchases an “on-premises Software System as a service,” where Equipment and software Products are installed at Customer Sites or on Customer-Provided Equipment, and such software is generally licensed on a subscription basis (i.e., as Subscription Software), then such Subscription Software will be subject to the SSA and not the EPSLA. Any (a) Equipment purchased, (b) firmware preinstalled on such Equipment, and (c) Microsoft operating system Licensed Software are subject to the EPSLA. On-premises Software Systems as a service described in this Section are provided as a service and, accordingly, do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.3. Cloud Hosted Software System. If Customer purchases a “cloud hosted Software System,” where the applicable software is hosted in a data center and provided to Customer as a service (i.e., as hosted Subscription Software), including CommandCentral Products, then

such Subscription Software is subject to the SSA. Any Equipment purchased in connection with a cloud Software System is subject to the EPSLA. Cloud hosted Software Systems described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 3 – Software System Completion** below.

2.4. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Software System are subject to the MCA, and as described in the applicable Ordering Document.

3. Software System Completion. Any Software System described in an Ordering Document hereunder (including the Products, Integration Services, and all other components thereof) will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of each Product that is included in the Software System (unless alternative acceptance procedures are mutually agreed upon by the parties) (the "**System Completion Date**"). Customer will not unreasonably delay Beneficial Use of any Product within a Software System, and in any event, the Parties agree that Beneficial Use of a Product will be deemed to have occurred thirty (30) days after functional demonstration. For clarity, if a Software System is comprised of more than one Product, Motorola may notify Customer that all Integration Services for a particular Product within the Software System have been completed, and Customer may have Beneficial Use of such Product prior to having Beneficial Use of other Products in the Software System, or of the Software System as a whole. In such case, the Integration Services applicable to such Product will be deemed complete upon Customer's Beneficial Use of the Product ("**Product Completion Date**"), which may occur before the System Completion Date. 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 a Product within a Software System, in material conformance with Product descriptions in the applicable Ordering Document. Notwithstanding the foregoing, Customer will retain its the right to reject any Software System or Product as addressed in the Agreement, but Customer will not unreasonably delay Beneficial Use of any Product within the Software System, and owe Motorola all fees or charges from the time period of Beneficial Use. This Section applies to Products purchased as part of a Software System notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or EPSLA, and this Section will control over such other delivery provisions to the extent of a conflict.

4. Payment. Customer will pay invoices for the Products and Services covered by this SPA in accordance with the invoice payment terms set forth in the MCA. Fees for Software Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Software System, the Ordering Documents for a Software 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 MCA.

5. On-Premises Software System Warranty. Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date for an on-premises Software System described in **Section 2.1 – On-Premises Software System**, or on the applicable Product Completion Date for a specific Product within such on-premises Software System, if earlier, (a) such Software System or Product 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 Software 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 Software 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 **Section 6 – Representations and Warranties; Liabilities** of the EPSLA. The warranties set forth in the applicable Addenda are not otherwise modified by this SPA.

6. Prohibited Use. Customer will not integrate or use, or permit a third party or an Authorized User to integrate or use, any Non-Motorola Content with or in connection with a Software System or other software Product provided by Motorola under this SPA, without the express written permission of Motorola.

7. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“API”) offered sold in connection with any Software 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 6 months after such version is introduced, but if Motorola determines, in its sole discretion, determines 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.

8. Support of Downloaded Clients. If Customer purchases any software Product that requires a client installed locally on any 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.

9. Applicable End User Terms. Additional license terms apply to third-party software included in CAD and Records Products which are available online at: www.motorolasolutions.com/legal-flow-downs. Customer will to the extent permitted by applicable law and to the extent not in conflict with this Agreement and to the extent it does not expand the liabilities or reduce the rights of Customer, comply, and ensure its Authorized Users comply, with all such additional license terms.

10. Additional Terms for On-Premise Software System as a Service. The terms set forth in this **Section 10 – Additional Terms for On-Premise Software System as a Service** apply in the event Customer purchases an on-premises Software System as a service under this SPA.

10.1. Transition to Subscription License Model. If the Parties mutually agree that any on-premises Subscription Software purchased under this SPA as part of an on-premises Software System as a service will be replaced with or upgraded to Subscription Software hosted in a data center, then upon such time which the Parties execute the applicable Ordering Document, (a) the licenses granted to such on-premises Subscription Software under the applicable Ordering Document will automatically terminate, (b) Customer and its Authorized Users will cease use of the applicable on-premises copies of Subscription Software, and (c) the replacement hosted Subscription Software provided hereunder will be governed by the terms of the SSA and this SPA.

10.2. Transition Fee. Motorola will not charge additional Fees for Services related to the transition to hosted Subscription Software, as described in **Section 10.1 – Transition to Subscription License Model**. Notwithstanding the foregoing, subscription Fees for the applicable hosted Subscription Software are subject to the SSA and the applicable Ordering

Document, and may be greater than Fees paid by Customer for on-premises Subscription Software.

10.3. Software Decommissioning. Upon (a) transition of the on-premises Software System as a service to Subscription Software hosted in a data center or (b) any termination of the Subscription Software license for the on-premises Software System as a service, Motorola will have the right to enter Customer Sites and decommission the applicable on-premises Subscription Software that is installed at Customer's Site or on Customer-Provided Equipment. For clarity, Customer will retain the right to use Licensed Software that is firmware incorporated into Equipment purchased by Customer from Motorola and any Microsoft operating system Licensed Software.

11. Additional Terms for CAD and Records Products. The terms set forth in this **Section 11 – Additional Terms for CAD and Records Products** apply in the event Customer purchases any Computer Aided Dispatch (“**CAD**”) or Records Products under this SPA.

11.1. Support Required. Customer acknowledges and agrees that the licenses granted by Motorola under the Agreement to CAD and Records Products for on-premises Software Systems are conditioned upon Customer purchasing Maintenance and Support Services for such Products during the term of the applicable license. If at any time during the term of any such license, Customer fails to purchase associated Maintenance and Support Services (or pay the fees for such Services), Motorola will have the right to terminate or suspend the software licenses for CAD and Record Products, and this SPA or the applicable Ordering Document.

11.2. 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 and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document 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. Customer and Motorola will define in advance what access will be provided in the Ordering Documents.

12. Additional Cloud Terms. The terms set forth in this **Section 12 – Additional Cloud Terms** apply in the event Customer purchases any cloud hosted software.

12.1. Data Storage. Motorola will determine, in its sole discretion, the location of the stored content for cloud hosted software. Notwithstanding the foregoing, all data, replications, and backups will be stored at a location in the United States for Customers in the United States.

12.2. Data Retrieval. Cloud hosted software 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 24 hours to be viewable.

12.3. Maintenance. Scheduled maintenance of cloud hosted Software will be performed periodically. Motorola will make commercially reasonable efforts to notify customers two (2) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify customers of any unscheduled or emergency maintenance 24 hours in advance.

13. Survival. The following provisions will survive the expiration or termination of this SPA for any reason: **Section 1 – Addendum; Section 2 – Software Systems; Applicable Terms and Conditions; Section 6 – Prohibited Use; Section 9 – Applicable End User Terms; Section 13 – Survival.**