



NEXT GENERATION 9-1-1 SOFTWARE SUPPORT PROGRAM

Motorola Solutions

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REVISION HISTORY

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Motorola Solutions offers application software and firmware support to purchasers of its proprietary application software and firmware products, in accordance with the terms and conditions of this Next Generation 9-1-1 Software Support Program (“Support Program”). A minimum one year term is required with all software license purchases. This Support Program does not apply to third party, non-proprietary application software, system software or ancillary software.

1. GENERAL

1.1 Definitions

“**Customer**” is defined as the party purchasing the Support Program from Motorola Solutions.

“**End User**” is defined as the user of the application software or firmware supported hereunder.

“**Firmware**” is defined as programs kept in semi-permanent storage, such as various types of read-only memory. Firmware contains software that is so constantly called upon by a computer or phone system that it is “burned” into a chip, thereby becoming firmware. Firmware is non-volatile; it will not be forgotten when the power is turned off. “**Software**” is defined as computer program instructions that facilitate functionality within hardware. There are three main types of software. System software (operating systems, i.e. Windows 7), which is not supported hereunder, controls the working of the computer. Ancillary software, which is not supported hereunder, includes database applications, back up products, and other third party software. Application software is designed to perform specific tasks. This Support Program applies to proprietary application software and firmware only.

1.2 Term of the Support Program

The Support Program may be purchased in 1-year, 2-year, 3-year, 4-year or 5-year terms, unless the related software or firmware has reached a point in its lifecycle where only a shorter Support Program term is available. Any such limitation on Support Program terms will be communicated to the Customer at the time of purchase. In all cases, the term commences on the date the software or firmware is shipped from Motorola Solutions (“Support Program Effective Date”). In connection with the purchase of the Support Program for a term of any duration, or upon the expiration of the term of the Support Program, the Customer may purchase an extension of the term in one month increments provided that the one month increments are for the purpose of achieving a term coterminous with other active Support Programs or Managed Services Programs. The fee for each one month increment shall be equal to one-twelfth of the fee for a one year term of the applicable Support Program. In the event the Customer purchases new products or modules to add on to an existing system (see Section 3.1 below), the new products or modules will be added to and covered by the Customer’s applicable Support Program, and the incremental support fee shall be calculated based on the remaining term of the Customer’s applicable Support Program. For example, if a new module is purchased and the Customer’s applicable Support Program has a remaining term of 27 months, the Customer will be charged a support fee to cover the 27 months period.

1.3 Renewal of Support Program

1.3.1 Renewal

Motorola Solutions offers renewal terms in 1-year, 2-year, 3-year, 4-year or 5-year durations. The length of a renewal term may be limited if the related software or firmware has reached a point in its lifecycle where only a shorter support term is available. Any such limitation on Support Program terms will be communicated to the Customer at the time of purchase.

The renewal rate for all Support Programs offered by Motorola Solutions shall be the prevailing Support Program fee for the related application software or firmware at the time of renewal. In order to avoid a Support Program Reinstatement Fee, the Customer must renew the program prior to the expiration of the initial Support Program term or within the Motorola Solutions provided grace period. The applicable grace period within which to order and receive renewal of the initially purchased Support Program is 90 calendar days. Any ancillary or third party software or firmware support which the Customer may have purchased in addition to this Support Program terminates immediately upon its expiration. **Note:** To the extent a Customer has purchased support for ancillary or third party software or firmware, this Support Program does not apply to such ancillary or third party software or firmware and, therefore, no grace period is applicable to such support.

1.3.2 Reinstatement Fee

If the Support Program is not renewed prior to expiration of the existing term or grace period, if applicable, then the Customer, in addition to being charged the applicable Support Program Renewal Fee, will also be subject to the prevailing Support Program Reinstatement Fee as set forth in the applicable price list upon Support Program renewal.

1.3.3 Software and Firmware Support Program Renewal Effective Date

The renewal term will commence on the first day of the month following the month in which the renewal order is received from the Customer and accepted by Motorola Solutions or on the date on which the prior term expired, whichever is later. The renewed Software and Firmware Support Program terminates upon expiration of the renewal term purchased. No grace period is provided when renewing a Support Program which previously has been renewed.

1.4 Cancellation of Support Program

1.4.1 Cancellation by the End User

The Customer may cancel the Support Program at any time and for any reason with written notice to Motorola Solutions. Cancellations will be effective upon the first day of the month following notification (“Customer Cancellation Date”). Any prepaid Support Program fee shall be refunded on a prorated basis from the Customer Cancellation Date through the end of the purchased term, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Support Program. Partial cancellations may be made for deactivation of a PSAP or positions. Cancellations may not be made on a component basis.

1.4.2 Cancellation by Motorola Solutions

Motorola Solutions may cancel the Support Program upon 30 calendar days’ notice to the Customer (“Motorola Solutions Cancellation Date”), if the Customer is in material breach of its obligations hereunder. Motorola Solutions may also cancel the Support Program if Customer cannot or will not fulfill its operating environment responsibilities as described in Section 1.7 below, and/or as a result, the End User is not maintaining a software or firmware release that is a current version minus one (1), as required by Section 1.6 below. In the event of cancellation by Motorola Solutions, any prepaid Support Program fee shall be refunded on a prorated basis from the Motorola Solutions Cancellation Date, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Support Program.

1.5 **Motorola Solutions Software Versioning**

Beginning with the release of VESTA 9-1-1 R6, Motorola Solutions will adopt a new software versioning system. It will move from an xx.yy scheme (such as VESTA Pallas 3.02) to an xx.yy.zz versioning system. For example, under the new versioning system, VESTA 9-1-1 R6 will be released as VESTA 9-1-1 06.00.00. Generally, a change to the zz portion of the version number will reflect a Fix (defined below). Therefore, a Fix to the VESTA 9-1-1 06.00.00, will be reflected as 06.00.01. A change to the yy portion of the version number will reflect an Update (defined below). Therefore, an Update to the VESTA 9-1-1 06.00.01 will be reflected as 06.01.01. A change to the xx portion of the version number will reflect an Upgrade (defined below) which may also include Updates and Fixes. Therefore, an Upgrade to the VESTA 9-1-1 06.01.01, will be reflected as 07.00.00. As part of the Support Program customers will receive Fixes, Updates and Upgrades at no additional charge as further defined below.

1.6 **Conditions of the Support Program**

1.6.1 **Next Generation 9-1-1 Software Support Program**

In order to keep the Support Program active, the Customer is required to:

1. Ensure that the End User maintains a Motorola Solutions application software and firmware release that is the current version or current version minus one Update (the yy portion of xx.yy.zz software version). In other words if, for example, the current version of VESTA 9-1-1 were 06.02.03, The End User may be on any version of 06.02.zz regardless of the “zz” number, or they may be on 06.01.zz regardless of the “zz” number. In this example, the End User would be out of compliance with this requirement if it were on VESTA 9-1-1 06.00.01 as the Update (yy number) would be older than current version minus one Update;
2. Pay all applicable Support Program Fees;
3. Comply with all terms and conditions of this Support Program

1.7 **Customer’s Operating Environment Responsibilities**

1.7.1 **Hardware Operating Environment**

It is the Customer’s responsibility to ensure that the hardware operating environment is fully functional and meets the Motorola Solutions and OEM minimum operating requirements. In the event a software or firmware Fix, Update or Upgrade is available hereunder and requires a hardware upgrade to implement, Customer is responsible for the cost of such hardware upgrade.

1.7.2 Operating System and Ancillary Software and Firmware Environment

It is the Customer's responsibility to ensure that the operating system and ancillary software and firmware are fully functional, commercially available (except as otherwise agreed in writing by Motorola Solutions) and meet Motorola Solutions' minimum operating requirements for Motorola Solutions' software and firmware product(s). However, Motorola Solutions may provide fixes and/or updates for operating systems when applicable and available by the respective manufacturer. In the event a software or firmware Fix, Update or Upgrade provided hereunder requires an operating system and/or ancillary and/or third party software or firmware change to implement, the Customer is responsible for the cost of such operating system and/or ancillary and/or third party software or firmware change.

2. SUPPORT SERVICES PROVIDED

2.1 Motorola Solutions' Technical Support Center

2.1.1 Telephone Support

As part of the Support Program, Motorola Solutions provides 7 day / 24 hour access to its Technical Support Center. This technical support is designed to support the Customer's technician who has been previously trained in the product about which they are calling. The Customer's technician is responsible for attempting to troubleshoot the problem prior to calling. In the event a Customer's technician is not adequately trained in the product about which he or she is calling, Motorola Solutions will request that additional Customer support be brought into the troubleshooting activity, and if the Customer is not able to provide additional support, Motorola Solutions may provide assistance at the prevailing Technical Support time and materials rates to Customers with an active Support Program. Motorola Solutions does not guarantee the provision of such services but may provide such at its discretion on a best efforts basis. Motorola Solutions will invoice Customer for such services following rendering and payment shall be due in accordance with Customer's contract with Motorola Solutions which governs the related software of firmware purchase.

2.1.2 Telephone Support Procedures

Accessing Motorola Solutions' Technical Support Center

Motorola Solutions' Technical Support Center may be accessed by the Customer's technician via our toll free number, 1-800-491-1734 or through email at vesta.techsupport@motorolasolutions.com. With respect to any issue reported, the following information is requested:

- Caller's name
- Caller's company
- Call Center Name and Location
- Caller's contact number
- Severity of the problem
- Description of the problem
- When the problem first occurred
- If there were any recent changes to the system
- Operational impact of the problem
- How often the problem is occurring
- If the problem can be recreated
- What work was done thus far and the results of that work
- If the problem has been escalated within your company
- What other problems are occurring at the site
- If documentation is on-site and is it being used to resolve the problem

Upon contacting Motorola Solutions' Technical Support Center, the Customer's technician will receive a Case Number for tracking the service request. The Case Number will enable the Customer's technician to check the status of a case at any time by calling the Technical Support Center and selecting the applicable option.

2.1.3 Problem Diagnostics and Resolution

Motorola Solutions technical support personnel will assist the customer's technician in resolving the issue, but it is the Customer technician's responsibility to implement the solution. Because of the complexity of how the application interfaces with other devices and applications it is necessary that the Customer technician be able to understand the recommended solution and determine the applicability of the solution for the system being supported.

If the Customer technician is not able to resolve the issue it is expected the Customer bring in a second tier to support the effort. Motorola Solutions is not responsible for the actions of the Customer technician. If the problem is beyond the scope of the Motorola Solutions Technical Support Specialist, the problem will be escalated to a more senior Product Support Specialist and where necessary include development resources. Once the Customer resolves the problem, the Customer's technician will call the Technical Support Center to report resolution. The Motorola Solutions Technical Support Specialist will document the Customers repair activity into the case and then close the case.

2.2 Application Software and Firmware Program Fixes

Application software and firmware program Fixes are defined as resolutions to problems that result from a defect in the application software or firmware product or supplied documentation. Customers will be notified of the availability of program Fixes by a Motorola Solutions Product Change Notice. The Customer shall then contact Motorola Solutions' Order Management to order the program Fix at no additional charge provided that the Support Program is in effect. The program Fix will be available only within the current release of the product and subsequently will be incorporated into future software or firmware program updates. For the sake of accurate clarification as to the detected problem, the Customer is required to submit to Motorola Solutions a written description of the problem including date, time, position, any diagnostic data, and a general description of the problem. Such written description shall be sent to, or provided electronically to Motorola Solutions' Technical Support Center. Any change in the "zz" portion of the xx.yy.zz software version shall constitute an application software program Fix. For example a change from VESTA 9-1-1 06.01.02 to 06.01.03 represents an application software program Fix.

2.3 Application Software and Firmware Program Updates

Application software and firmware program Updates are defined as minor enhancements to the already purchased product feature / functionality set. A product change is classified as minor, in the discretion of Motorola Solutions, based upon the impact of the change to the core functionality of the product. Customers will be notified by a Motorola Solutions Product Change Notice, of all application software and firmware program Updates, which occur within the term of the Support Program. The Customer shall then contact Motorola Solutions' Order Management to order the Update at no additional charge provided that the Support Program is in effect. Application software and firmware program Updates will roll into the existing Support Program, thereby not extending the term of the Support Program. Any change in the "yy" portion of the xx.yy.zz software version shall constitute an application software program Update. For example a change from VESTA 9-1-1 06.01.02 to 06.02.00 represents an application software program Update.

2.4 Application Software and Firmware Program Upgrades

Application software and firmware program Upgrades are defined as major enhancements to the already purchased product feature / functionality set or incremental new features or functionality. A product change is classified as an Upgrade in the discretion of Motorola Solutions. Customers will be notified by a Motorola Solutions Product Change Notice, of all application software and firmware program Upgrades, which occur within the term of the Support Program. The Customer may then contact Motorola Solutions' Order Management to order the Upgrade at no additional charge provided that the Support Program is in effect. Software and firmware program Upgrades will roll into the existing Support Program, thereby not extending the term of the Support Program. Any change in the numbers. Any change in the "xx" portion of the xx.yy.zz software version shall constitute an application software program Upgrade. For example a change from VESTA 9-1-1 06.01.02 to 07.00.00 represents an application software program Upgrade.

3. SUPPORT SERVICES NOT PROVIDED

3.1 New Software and Firmware Modules Requiring Separate License

New software and firmware modules are defined as separate and significant functionality outside the already purchased feature set of the software and firmware products. New software and firmware modules are not included as part of this Support Program as they require a separate license. New software and firmware modules will be made available at a price to be determined upon their release. Examples of new products or modules include, but are not limited to the following: ESInet Interface Module (EIM), application protocol interfaces (API) such as an API for CAD, geodiversity, functionality to enable receipt and processing of pictures or images via MMS, fixed video files, social media, sensor data, video chat, DOT video cameras, security/border video cameras, streaming audio, and streaming video

3.2 On-site Installation or Project Management Support

On-site installation and/or project management services are not covered under this Support Program. Such services may be provided pursuant to a separate Statement of Work detailing the specific services to be rendered for a given project and the applicable price.

3.3 Training

Training is not covered under this Support Program. Training is available at Motorola Solutions' prevailing rates.

3.4 Remote Diagnostic and Resolution Services

Remote diagnostic and resolution services such as Managed Services and remote dial-in are not covered under this Support Program. Such services are available pursuant to Motorola Solutions' Managed Services Program at Motorola Solutions' prevailing rates.

3.5 Post Installation Support Limitations

Motorola Solutions' support obligations hereunder will not apply to any Motorola Solutions supported application software or firmware if correction of an error, adjustment, repair, or parts replacement is required because of:

- Accident, neglect, tampering, misuse, improper / insufficient grounding, failure of electric power, failure of the Customer, the End User and/or others to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use.

- Repair or alteration, or attempted repair or alteration of any Motorola Solutions supported product (hardware and/or software) by the Customer, the End User or others, unless otherwise approved in writing by Motorola Solutions.
- Connection of another machine, device, application or interface to Motorola Solutions supported equipment (hardware and/or software) by the Customer, the End User or others, which has caused damage to Motorola Solutions supported equipment.
- Damage or destruction caused by natural or man-made acts or disasters.
- Failure or degradation in performance of Motorola Solutions supported equipment (hardware and/or software) due to the installation of another machine, device, application or interface not specifically certified and approved by Motorola Solutions for use in the End User's environment.
- The operation of the software in a manner other than that currently specified by Motorola Solutions in its applicable Motorola Solutions product documentation.
- The failure of the Customer to provide suitable qualified and adequately trained operating and maintenance staff.
- Incompatible or faulty End User hardware and/or software interfaces.
- Modifications made without Motorola Solutions' written approval to the OS, network, hardware or software environment or software applications.

Further, support described herein does not include cosmetic repairs, refurbishment, furnishing consumables, supplies or accessories, making accessory changes, performance of preventive maintenance or system administration, or adding additional devices or software applications.

Motorola Solutions may provide assistance at the prevailing Technical Support time and materials rates to Customers with an active Support Program. Motorola Solutions does not guarantee the provision of such services but may provide such at its discretion on a best efforts basis. Motorola Solutions will invoice Customer for such services following rendering and payment shall be due in accordance with Customer's contract with Motorola Solutions which governs the related software and/or firmware purchase.

3.6 Other Services

Other services not specifically identified as being included in the support services provided hereunder are not included.

4. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

This Support Program shall not be construed as providing a software or firmware warranty. Motorola Solutions' software and firmware warranty is set forth in its applicable End User License Agreement. In the event of a conflict between the language of this Article IV and the agreement pursuant to which Customer purchased the applicable Support Program, the terms of such agreement shall prevail.

WARRANTY DISCLAIMER:

THE WARRANTIES IN THIS AGREEMENT, IF ANY, ARE GIVEN IN LIEU OF AND EXPRESSLY EXCLUDE ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION (A) ANY WARRANTY THAT ANY SOFTWARE OR FIRMWARE IS ERROR-FREE, WILL OPERATE WITHOUT INTERRUPTION, OR IS COMPATIBLE WITH ALL EQUIPMENT, HARDWARE, FIRMWARE AND SOFTWARE CONFIGURATIONS; AND (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, OR ACCURACY OF INFORMATIONAL CONTENT.

LIMITATION OF LIABILITY:

IN NO EVENT SHALL VESTA SOLUTIONS, ITS SUPPLIERS OR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES WHATSOEVER INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS OR ANY OTHER PECUNIARY LOSS ARISING OUT OF THE USE OF OR INABILITY TO USE THE SOFTWARE AND/OR FIRMWARE SUPPORTED HEREUNDER OR THE PROVISION OF OR FAILURE TO PROVIDE SUPPORT SERVICES, EVEN IF VESTA SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL VESTA SOLUTIONS' LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER FOR THIS SUPPORT PROGRAM.