



# MANAGED SERVICES OFFERINGS POLICY

**Motorola Solutions**

**REV. C  
07/16/2015**



## REVISION HISTORY

Date	Version	Author	Change
07/16/2015	C	Office of General Counsel	MSI Rebranding

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For a fee, Motorola Solutions provides certain service offerings to purchasers of its VESTA product lines software, in accordance with the terms and conditions of this Managed Services Offerings. The scope of the services include, and are limited to, the services described herein.

## 1. GENERAL

### 1.1 Definitions

**“Customer”** is defined as the party purchasing the Managed Services Offering from Motorola Solutions.

**“End User”** is defined as the user of the application software or firmware serviced 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. As an example, the ECS system contains a collection of firmware files corresponding to the individual system modules.

**“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 Server 2007) controls the working of the computer. Ancillary software includes database applications, back up products, and other third party software. SQL Server and Backup Exec are considered ancillary software. Application software is designed to perform specific tasks. VESTA 911<sup>®</sup>, VESTA Analytics<sup>®</sup> and VESTA Mapping are examples of application software.

### 1.2 Term of the Managed Services Offerings

The Managed Services Offerings can 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 Managed Services Offering term is available. Any such limitation on Managed Services Offering terms will be communicated to the Customer at the time of purchase. Further, Motorola Solutions generally notifies Customers pursuant to its Product Change Notice procedure of relevant lifecycle events 120 days prior to the onset of such event. In all cases, the term commences on the date service Offerings are activated at the site. In connection with the purchase of the Managed Services Offerings for a term of any duration, or upon the expiration of the term of the Managed Services Offering, 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 Managed Services Offerings or Next Generation 9-1-1 Software Support Program. The fee for each one month increment shall be equal to one-twelfth of the fee for a one year term of the applicable Managed Services Offering.

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## **1.3 Renewal of Managed Services Offering**

### **1.3.1 Renewal**

Motorola Solutions offers renewal terms in 1-year, 2-year, 3-year, 4-year or 5-year duration or monthly increments with the intent to co-term support (as described in Section 1.2 above). The length of a renewal term may be limited if the VESTA System has reached a point in its lifecycle where only a shorter term is available. Any such limitation on Managed Services Offerings terms will be communicated to the Customer at the time of purchase. The renewal rate for all Managed Services Offerings by Motorola Solutions shall be the prevailing Managed Services fee at the time of renewal. In order to avoid a Service Reinstatement Fee, the Customer must renew the Service prior to the expiration of the applicable Managed Services Offering term.

### **1.3.2 Reinstatement Fee**

If the Managed Services Service is not renewed prior to the expiration of the existing term, then the Customer, in addition to being charged the applicable Managed Services Renewal fee, will also be subject to the prevailing Managed Services Reinstatement Fee upon service renewal.

### **1.3.3 Managed Services Service 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 Managed Services Offering terminates upon expiration of the renewal term purchased.

## **1.4 Cancellation of Managed Services Offering**

### **1.4.1 Cancellation by the End User**

The Customer may cancel the Managed Services Offering at any time and any prepaid support shall be refunded on a prorated basis, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable of the Managed Services Offering. A separate Managed Services Offering is purchased for software license, therefore, a separate cancellation fee applies per license purchased.

## 1.4.2 Cancellation by Motorola Solutions

Motorola Solutions may cancel the Managed Services Offering upon 30 calendar days notice to the Customer, if the Customer is in material breach of its obligations hereunder. Motorola Solutions may also cancel the Managed Services Offering(s) if the related Next Generation 9-1-1 Software Support Program expires or is terminated or Customer cannot or will not fulfill its operating environment responsibilities as described in Section 1.6 below, and as a result, the End User is not maintaining a software release that is the current version or current version minus one as required by Section 1.5 below. Additionally, Motorola Solutions may cancel the Managed Services Offering if the Customer is unwilling or unable to provide the required network connectivity. In the event of cancellation by Motorola Solutions any prepaid Managed Services Offering fee shall be refunded on a prorated basis, less a cancellation fee equal to ten percent of the initial cost (or renewal cost as applicable) of the Managed Services Offering.

## 1.5 Conditions of Managed Services Offerings

In order to keep the Managed Services Offerings active, the Customer is required to:

1. Ensure that the VESTA System application software and firmware release that is the current version or current minus one. The application software and firmware release dates are determined by the date of the related product release notice as specified in the applicable published Product Change Notice;
2. Ensure that an internet circuit providing a minim of 1.5 Mbps bidirectional connection is available to Motorola Solutions. .
3. All equipment or software not provided by Motorola Solutions has been certified by Motorola Solutions in accordance with the Third Party Integration/Cohabitation Policy. Any alterations made to the Managed Services Offering software or hardware products by other than Motorola Solutions without Motorola Solutions written consent will result in termination of the Managed Services Offering(s);
4. Pay all applicable Managed Services Fees;
5. Comply with all terms and conditions of this Managed Services Offerings.
6. All products installed and monitored must be maintained throughout the monitoring period under an active Next Generation 9-1-1 Software Support Program and Motorola Solutions Hardware Repair and Warranty Policy.

## 1.6 Customer's Operating Environment Responsibilities

### 1.6.1 Hardware Operating Environment

It is the Customer's responsibility to ensure that the hardware operating environment is fully functional and meets Motorola Solutions and OEM minimum operating requirements. It shall be the responsibility of the Customer to correct all deficiencies at its expense.

## 1.6.2 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 to by Motorola Solutions) and meet Motorola Solutions recommended operating requirements for Motorola Solutions VESTA System(s). However, Motorola Solutions may provide service pack updates for operating systems when applicable and available by the respective manufacturer. It shall be the responsibility of the Customer to correct all deficiencies at its expense.

## 2. SERVICES PROVIDED

### 2.1 Motorola Solutions Monitoring Offering

Remote monitoring is provided 7 days a week, 24 hours a day, for the designated Motorola Solutions systems and/or products monitored hereunder. General product and system alerts, as well as specific system performance thresholds established during service plan implementation, are continually monitored. Anytime an actionable alert event is detected or the system performance/environment exceeds a threshold limit, the remote monitoring team is automatically notified by the system. A Managed Services Support Personnel reviews all alert notifications. An actionable alert event is one that the Managed Services Support Personnel deems service affecting to the End User. When it is determined a response is required, Managed Services Support Personnel will begin the diagnostic process. The Support Engineer may employ performance monitoring and other diagnostic tools to enable the interrogation of the respective site's network, including routers, hubs, workstations, servers and other monitored devices.

The designated systems and/or products monitored hereunder are as follows:

#### **Operating System Monitoring**

Only the operating system certified by Motorola Solutions and installed as part of the Motorola Solutions system is monitored. Managed Services does not monitor Motorola Solutions products installed on adjoining or separate networks, e.g. city or county network, other system network, etc.

#### **Network System Monitoring**

Only those networks accepted by Motorola Solutions and installed as part of the Motorola Solutions system network are monitored. Managed Services does not monitor Motorola Solutions products installed on adjoining or separate networks unless the customer contracts Motorola Solutions to perform discovery on the capability, and only after Motorola Solutions Managed Services Engineers identify, and the customer approves, a variable integration plan to support the request.

#### **Hardware/Software Monitoring**

Managed Services monitors the hardware/firmware shipped with the system being monitored. Upgrades to the hardware/firmware may be required for existing systems where Managed Services are purchased after the original shipment of the system.

#### **Application Software Monitoring**

Managed Services monitors all application software developed by Motorola Solutions, and third party application provided with the system that generate SNMP traps or events captured by the Microsoft Operating System Event Logs.



## 2.2 Remote Problem Resolution

Managed Services responsibilities are limited to resolving those alerts actually detected via remote monitoring. Once detected, a Managed Services Support Personnel will diagnose and attempt to resolve problems using remote access tools. In cases where the alert is not remotely correctable, or on-site support is required to continue diagnostic process, the Customer will be notified that a Customer technician is required on site.

The Support Engineer will contact the Customer and provide the following information:

- Site Name where an alert has been received from
- Problem Description
- Description of any work performed
- Equipment affected
- Parts required, if any
- Software required, if any
- Action required by the responding on-site technician

It is up to the Customer to determine their response to the site based on their contracted service level.

Problems detected or identified by any means other than Managed Services remain the sole responsibility of the Customer technician to troubleshoot and correct.

## 2.3 7 x 24 Telephone Support

Managed Services is staffed 24 hours a day, 7 days a week. Managed Services Customers will be provided a separate support code to access Support Personnel via Motorola Solutions Technical Services toll free number 1-800-491-1734 option 4. This access is provided to Customers who have questions relative to remote monitoring or other services contracted by the customer. Customers also have access to Motorola Solutions Technical Support Center to request assistance in supporting non Managed Service services.

## 2.4 Response Times

Response time is defined as the period of time between alert or call receipt and the time a Motorola Solutions Support Engineer begins analyzing the alert. Motorola Solutions response time commitment for response to alerts detected and received by Managed Services is an average of five minutes.

## 2.5 Response Status Reports

Managed Services maintains a website at [www.MC911.com](http://www.MC911.com) for Managed Services Customers to access, view, and retrieve statistical information. Upon site activation, Motorola Solutions will provide the Customer access to this web site.

Based on the services provided, customers will have insight into: specific equipment reliability; the need for equipment replacement or upgrade; application and operating system issues; and at times, operational issues that need to be addressed.

Data will include the following information:<sup>1</sup>

- All alert events received (each with unique event ID)
- Categorized alert severity
- Alert event date and time
- Alert notification by device
- Responses by message text
- Total number of alerts received (by defined time period)
- Alert events requiring a Motorola Solutions case
- Case status information
- Third party case number (if applicable)
- Alert events dispatched
- Case close date and time

## 2.6 Security

Security is an important, necessary concern for Customers considering remote management. Security itself is a function of the method of system access (frame relay, virtual private network, etc.) and the software product configuration as well as Customers and Managed Services policies.

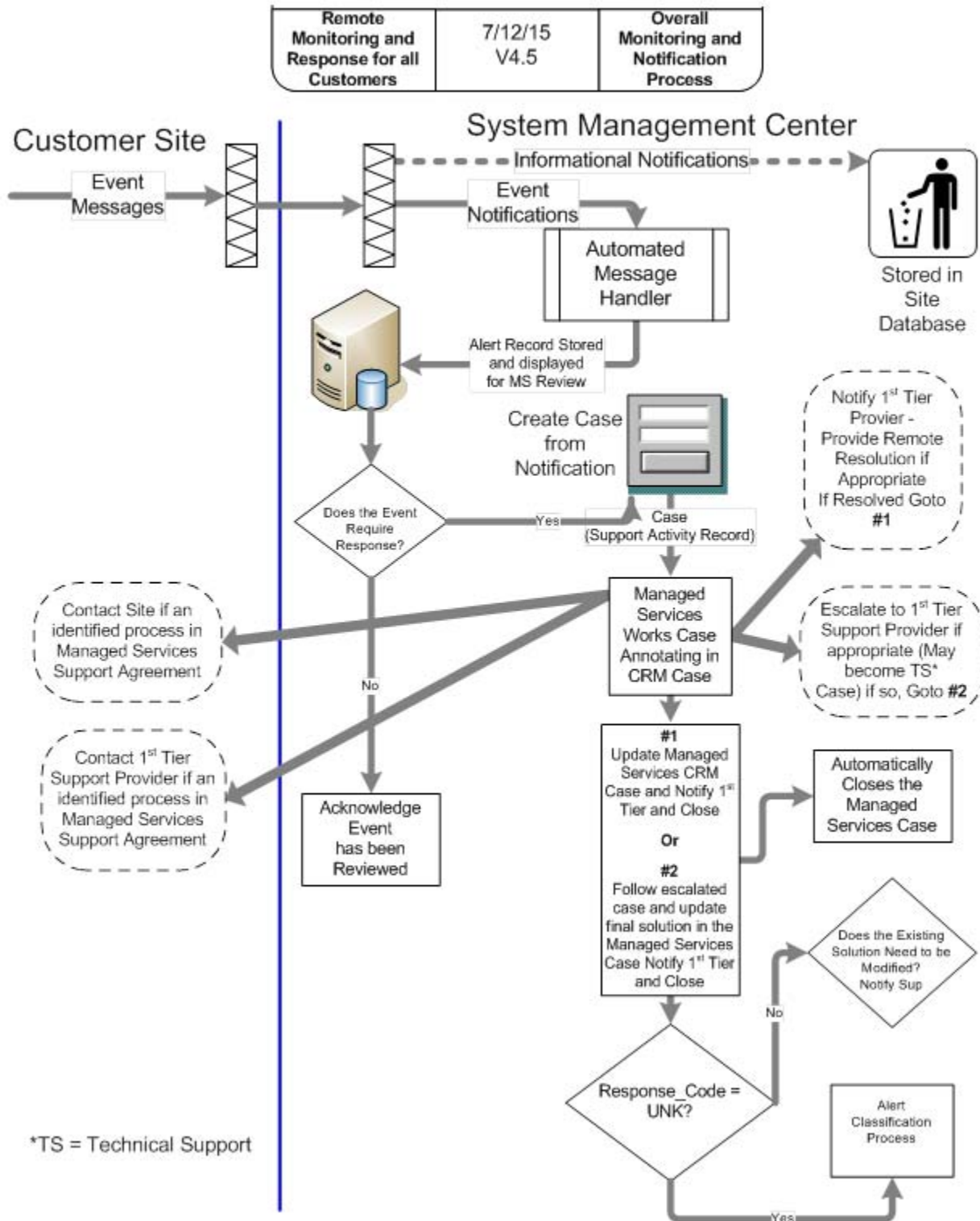
Motorola Solutions will work directly with Customers to ensure that particular security concerns, as they pertain to Managed Service Offerings, are met. Proper network access configuration will be established for every participating Customer. To maintain the highest network security, Motorola Solutions requires Managed Services Customers to contact Managed Services prior to modification to the network or security configuration.

## 2.7 Alert Handling and Notification Process

Below is the standard flowchart for Alert Handling and Notification Process followed by Motorola Solutions Managed Services.

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<sup>1</sup> Customer login determines access to site data and statistical information.



## 3. ADDITIONAL FEE-BASED MANAGED SERVICES

The additional services described below are available for additional fees. Customers may contact Motorola Solutions Inside Sales for details and pricing for all fee-based managed services.

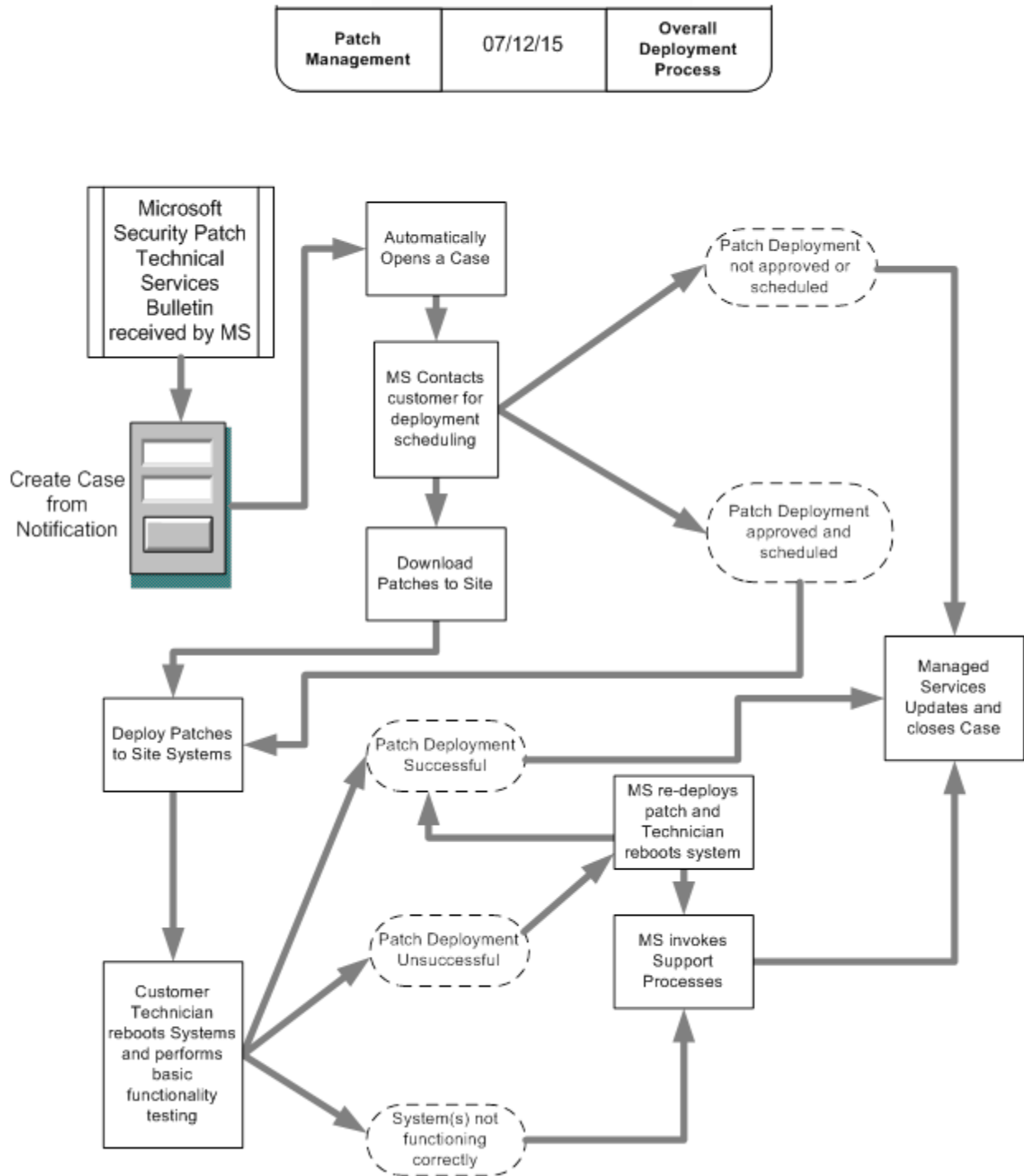
### 3.1 Managed Service - Patch Management

This service provides remote, schedulable delivery of critical (Motorola Solutions tested) Microsoft Security patches to computers. Installation of critical security patches is a crucial part of securing the VESTA System against today's threats.

#### Scope of Service

- *Patch Deployment.* Through high-speed, secure (VPN) remote connections Motorola Solutions has the ability to automatically deploy newly certified patches to sites. The deployment of the patch, including optimum installation time, acceptable reboot sequences, further 3<sup>rd</sup> Party testing, limited rollout, etc, is completely custom in nature (within the confines of the software and Motorola Solutions Patch Management Policy). Each site will require a collaborative agreement between the Customer and Motorola Solutions.
- *Recovery.* Where a system requires reinstallation of the Operating System, this service will provide for the reinstallation of all previously tested Security Patches bringing the system to the latest release.
- *Testing.* Motorola Solutions conducts patch testing in accordance with Motorola Solutions Patch Management Policy. In many cases, it may be prudent for sites to conduct additional testing in conjunction with Motorola Solutions. Motorola Solutions prefers to rollout patches to a 'test-environment' at the Customer site before deploying in masse; however, this is subject to availability and Customer approval.

**Service Processes**



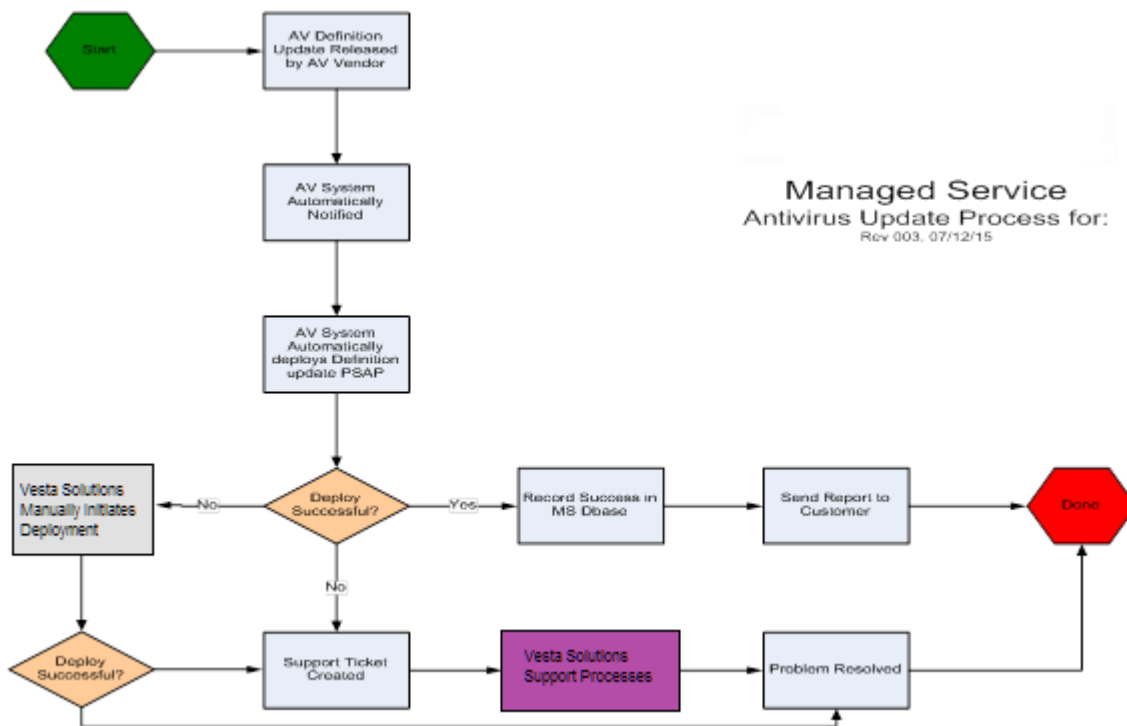
## 3.2 Managed Service – Virus Protection

This service provides remote, schedulable delivery of critical (Motorola Solutions tested) anti-virus definition updates to systems eliminating cumbersome and costly manual delivery of updates and significantly assisting in the reduction (although the risk of infection can never be completely eliminated—such is the nature of a reactionary measure like anti-virus software) of virus infections. Anti-virus software and the maintenance thereof is a crucial part of securing today's Systems.

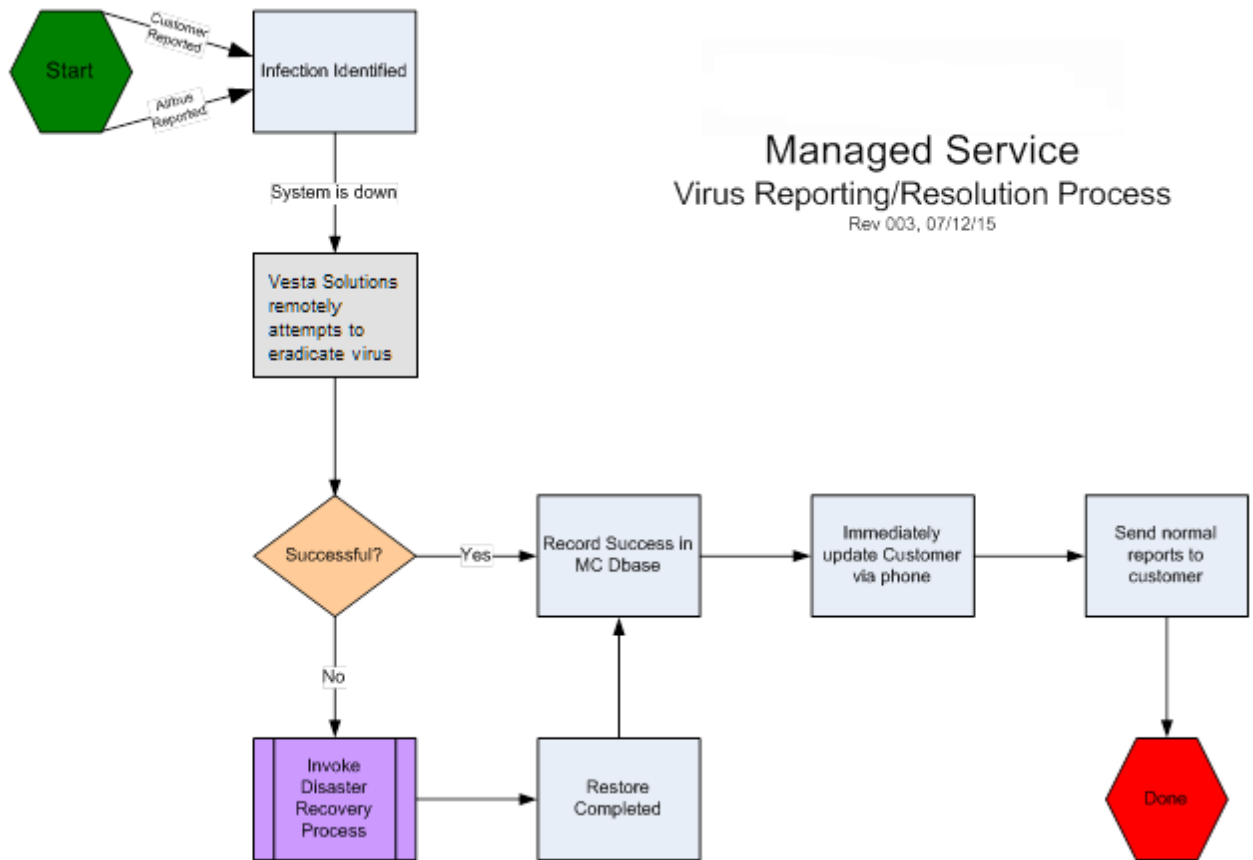
### Scope of Service

- *Antivirus Updates.* The application we use has a client and server component; client software would be installed on all clients/servers within the scope of the contract. An Application server component would be installed on an applicable server in the site (see hardware section below). Clients communicate with the Applications server to obtain updates. The Application server securely communicates upstream with Motorola Solutions Managed Services to obtain updates. Through high-speed, secure (VPN) remote connections Motorola Solutions has the ability to automatically deploy new Virus definitions to remote sites. The actual deployment of the update, including optimum installation time, etc. custom in nature (within the confines of the software and Motorola Solutions AV Policy), and will be collaboratively agreed to between the Customer and Motorola Solutions.
- *Eradication.* Antivirus is an effective and necessary means to protect against virus infections. However, because the technology is reactive in nature it can never provide 100% guarantee of zero infections, although they are rare.
- In the case where an unknown virus is introduced into the environment, the Managed Services Team will attempt to compartmentalize the virus. They will then notify the customer of the compromise and request an on-site dispatch to assist in the process of eradication.

**Service Processes**



**Managed Service**  
**Antivirus Update Process for:**  
 Rev 003, 07/12/15





### 3.3 Managed Service – Disaster Recovery

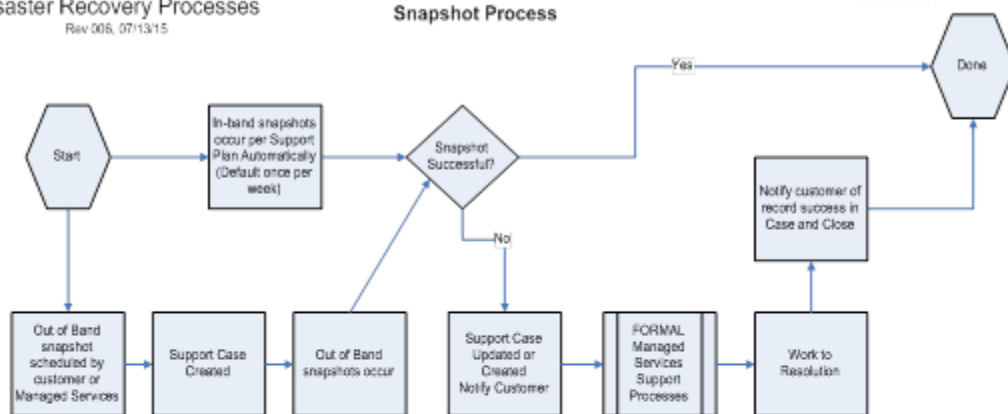
Motorola Solutions Disaster Recovery Services is highly effective in minimizing call-taker position and server downtime. Through snapshots of the monitored system, a system can be quickly restored to any saved working state while preserving current data files.

#### Scope of Service

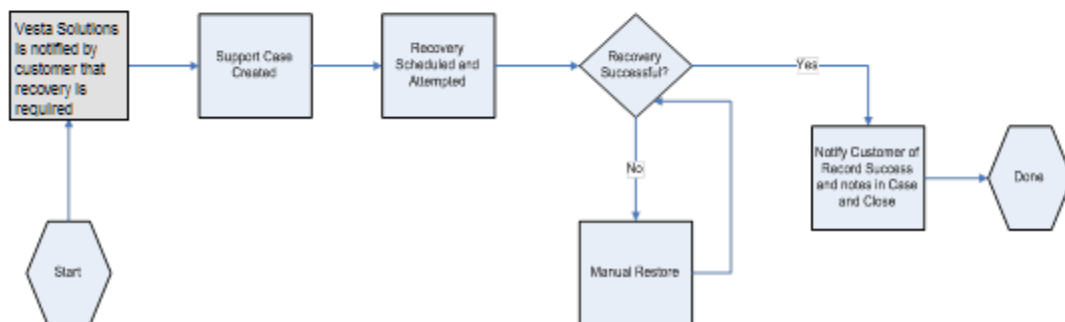
- *Snapshot Backups.* Disaster Recovery “snapshot” software consists of a client and server component; client software would be installed on all clients/servers within the scope of the specific contract between Motorola Solutions and Customer addressing this issue. Clients are backed up to the appropriate Management Server location.
- *Disaster Recovery.* If a system fails, using the normal notification processes, Motorola Solutions will roll the system back to a known good state. This is conducted in concert with customer support team.

#### Service Processes

Managed Services Snapshot and Disaster Recovery Processes  
Rev 006, 07/13/15



#### Recovery Process



## 3.4 Reviewing System Requirements

In order to implement any of the above Motorola Solutions Managed Services, the following system requirements are applicable:

- *High Speed Secure Network Access.* High speed, internet circuit providing a minim of 1.5 Mbps bidirectional connection is available to Motorola Solutions. , per site, is mandatory in most cases. In the case that an existing high speed Wide Area Network already exists, Motorola Solutions requires (2) points of access (to Motorola Solutions Managed Services Datacenter); 1 primary ) connection.
- *Hardware.* The following hardware requirements are applicable:
- *Servers.* Motorola Solutions Managed Services other than Remote Monitoring are designed to be installed on a standalone member server. This affordable server will be quoted as part of the overall solution. Motorola Solutions refers to this server as an NMS, or Network Management Server.
- *Network Equipment.* Because a high speed secure connection is required in most cases, Motorola Solutions highly recommends using our firewall solution to connect to Motorola Solutions Managed Services the site.
- Motorola Solutions supports Windows based operating systems (Windows 2003 or greater) only for patch management, antivirus and disaster recovery software. Remote Monitoring and Response can monitor additional components (i.e. routers) as necessary and purchased.
- *Miscellaneous.* As necessary, other equipment or software pertinent to the specific solution may be quoted.

## 4. SUPPORT SERVICES NOT PROVIDED

### 4.1 On-site Installation or Project Management Support

On-site installation and / or project management services are not covered under this Managed Services 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.

### 4.2 Training

Training is not covered under this Managed Services Program. Training is available at Motorola Solutions prevailing rates.

### 4.3 Integration Links and Interfaces

Integration links and Interfaces are not covered under this Managed Services Program including the remote monitoring service. Integration links may be provided pursuant to a separate Statement of Work detailing specifications, support, and the applicable price.

### 4.4 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.
- 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.
- The operation of the software in a manner other than that currently specified by Motorola Solutions.
- The failure of the Customer to provide suitable qualified and adequately trained operating and maintenance staff.

- Incompatible or faulty end user or Customer equipment.
- 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.

Telephone support and/or field engineering to rectify such unsupported failures as described above may be obtained from Motorola Solutions on a time & materials basis. Motorola Solutions does not guarantee the provision of such services but will provide such on a best efforts basis. The labor rate charged will be the current Motorola Solutions labor rate (plus expenses) at the time service is requested. Motorola Solutions will invoice Customer for such services within 30 days of rendering and payment shall be due in accordance with Customer's contract with Motorola Solutions which governs the related software or firmware purchase.

## **4.5 Other Services**

Other services not specifically identified as being included in the support services provided section of this program are not included.

## 5. WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY

This Managed Services 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 V and the agreement pursuant to which Customer purchased the applicable Managed Services Program, the terms of such agreement shall prevail.

### **DISCLAIMER OF WARRANTIES**

**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, FIRMWARE AND SOFTWARE CONFIGURATIONS; (B) ANY AND ALL WARRANTIES OF MERCHANTABILITY, QUALITY, NONINFRINGEMENT AND ACCURACY OF INFORMATIONAL CONTENT; AND (C) ANY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.**

### **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 MOTOROLA SOLUTIONS' LIABILITY EXCEED THE AMOUNT PAID BY CUSTOMER FOR THIS SUPPORT PROGRAM.**