

Additional Services Terms:

Pursuant to the terms of the MCA or other agreement between the Parties, if Customer is purchasing any of the below Services, additional terms, as set out below, apply:

Evaluation or Assessment of Networks, Systems or Operations. If Customer is purchasing Professional Services to evaluate or assess networks, systems or operations, Customer acknowledges and agrees that the equipment provided by or used by Motorola to facilitate performance of the Services may impact or disrupt information systems. Except as specifically set forth in the Agreement, Motorola disclaims responsibility for costs in connection with any such disruptions of and/or damage to Customer's or a third party's information systems, equipment, voice transmissions, and data, including, but not limited to, denial or access to a legitimate system user, automatic shut-down of information systems caused by intrusion detection software or hardware, or failure of the information system resulting from the provision or delivery of the Service. Motorola agrees to cooperate with Customer to schedule any such potential damage or disruption around Customer's voice or information technology traffic and use patterns so as to reduce the risk of disruption during working hours.

Network Security Assessment or Network Monitoring. If Customer is purchasing network security assessment or network monitoring Professional Services, Customer acknowledges and agrees that Motorola does not guarantee or warrant that it will discover all of Customer's system vulnerabilities or inefficiencies. Customer agrees not to represent to third parties that Motorola has provided such guarantee. Motorola disclaims any and all responsibility for any and all loss or costs of any kind associated with vulnerabilities or security events, whether or not they are discovered by Motorola.

Application Development. If Customer purchases software application development as part of the Professional Services, the deliverables will be licensed pursuant to this Agreement and the Proposal.

Regulated Services. Certain regulated Services, such as VESTA NXT Public Cloud, ESInet and NGCS, are provided by Motorola Solutions Connectivity, Inc. (MSCI) and shall also be governed by the terms of MSCI's standard [Regulated Services Addendum](#) in addition to the terms of this Agreement.

Transport Connectivity Services. Certain Communications Systems may include one or more transport connectivity services as specified in the Proposal. In addition to the terms of this Agreement, transport connectivity services shall also be governed by the terms of Motorola's standard [Transport Connectivity Addendum](#).

Rave Alert

No additional fees shall be payable to Motorola for Rave Alert messages manually sent for immediate delivery by a Management Console user via the Emergency SMS Profile. The Rave Alert annual subscription fee also includes unlimited messaging via Email, Social Media, App Push, RSS, or Outbound CAP delivery modes. The delivery of Voice, SMS via 10DLC, or SMS via Web Service messages initiated via the Rave API Toolkit, the Inbound CAP API, or scheduled for future delivery from within the Management Console, may be subject to additional fees. Unless specifically addressed in this or another Ordering Document, additional per message fees (\$0.03 per SMPP or Web Service SMS message, \$0.08 per Voice Message) are billed quarterly in arrears for message quantities greater than 10,000 messages per month or 1 message per registered user per month, whichever is greater. Rave Voice messaging fees apply to voice calls made within and to the contiguous continental United States. International and long-distance rates apply for other calls. Motorola reserves the right to audit Customer's usage for compliance with message quantities purchased and used.

RapidSOS Service Data

In consideration of the additional location and other data (“RapidSOS Service Data”) of RapidSOS, Inc. (“RapidSOS”) that may be made available by Motorola to Customer, as and when available and commercially reasonable for Motorola, in its sole discretion, to provide as part of the Software and Services under the Agreement, Customer hereby understands and agrees that: (i) the RapidSOS Service Data is provided for informational purposes only and that RapidSOS Service Data should not replace other emergency location information and should not be exclusively relied-upon in an emergency scenario and is not intended to replace the services of primary safety and emergency response service providers; (ii) RapidSOS will be providing the RapidSOS Service Data to a public safety answering point (“PSAP”) as a third party service provider that elects to provide such services voluntarily and without being required to do so by the Federal Communications Commission and Customer specifically authorizes RapidSOS and its third-party partners (including but not limited to device manufacturers, operating systems providers and application providers) to provide Customer with RapidSOS Service Data as part of the Services; (iii) Customer shall not use the RapidSOS Service Data in violation of any person’s rights of privacy or rights to personality or otherwise in violation of any fiduciary relationship or applicable law; (iv) the Services are designed to automatically request RapidSOS Service Data in conjunction with each wireless call placed to Customer and that Motorola shall have the right to transmit all relevant information to RapidSOS in connection with each request for RapidSOS Service Data as part of the Software and Services, including, without limitation, the information necessary to identify the specific device placing the related wireless call (such as ANI or Caller ID), and a means to identify the Customer PSAP or jurisdiction of the Customer PSAP that received such wireless call; (v) the RapidSOS Service Data is the Confidential Information of RapidSOS; (vi) RapidSOS may collect and analyze certain data exchanged between RapidSOS and users of RapidSOS Service Data in order to facilitate delivery of and improve RapidSOS’s service and such users’ experience; and (vii) notwithstanding Section 15.7 (Third Party Beneficiaries) of the Agreement, RapidSOS will be deemed to be an express third party beneficiary hereunder and under Section 2.2 (Customer Restrictions) of the SLA, together with all confidentiality obligations of Customer, with respect to the restrictions set forth herein and therein solely as it relates to the RapidSOS Service Data made available as part of the Software and Services.

Panic Button

Customer shall be responsible for the compliance by all Designated Institutions and their respective Authorized Users with all of the terms and conditions of this Agreement. “Designated Institution” means any affiliate and/or any other institution, organization, entity and person for whose benefit Customer is licensing the Software and Services hereunder as specified below:

DESIGNATED INSTITUTIONS:

--