

## Regulated Services Addendum

This Regulated Services Addendum (this “**RSA**”) is entered into between Motorola Solutions Connectivity, Inc. (“**MSCI**”), a wholly owned subsidiary of Motorola with offices at 500 W. Monroe Street, Suite 4400, Chicago, IL 60661 and the entity set forth in the signature block below or in the MCA, SSA or other Primary Agreement (“**Customer**”), and will be subject to, and governed by, the terms of the MCA, SSA, or other Primary Agreement entered into between the Parties, effective as of \_\_\_\_\_ (the “**Agreement**”). Capitalized terms used in this RSA, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda.

1. **Scope.** This RSA covers certain regulated Services more specifically described below and provided by MSCI (the “**MSCI Services**”) and will control with respect to conflicting terms in the Agreement, but only as applicable to the Products purchased under this RSA. In addition to the terms of this RSA, the terms and conditions of the Agreement apply to any offerings under this RSA.
2. **MSCI Services and Compliance with Applicable Law.** MSCI shall comply with all applicable federal, state and local laws and regulations in providing the MSCI Services under this RSA. MSCI agrees to obtain and maintain all interconnection and commercial agreements, permits, licenses, and governmental approvals necessary to perform its obligations under this RSA. The Parties understand and agree that MSCI providing MSCI Services delineated in this RSA to Customer requires that, solely for the Services provided by MSCI under this RSA, MSCI is Customer’s designated 9-1-1 provider for such MSCI Services. As a result of the unique nature of the MSCI Services provided by MSCI, it is also possible that Customer may have more than one designated 9-1-1 provider, thus MSCI’s designation is solely for the MSCI Services provided to Customer.
3. **Customer Proprietary Network Information (“CPNI”).** MSCI is required by law to treat CPNI confidentially. Customer agrees that MSCI may use CPNI within its business operations, and with businesses acting on MSCI’s behalf for provision of the MSCI Services. MSCI shall protect the confidentiality of Customer CPNI in accordance with applicable laws, rules and regulations. MSCI may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, regulations and this RSA.
4. **Termination for Convenience.** Customer may terminate the MSCI Services under this RSA for convenience upon thirty (30) calendar day written notice in accordance with notice provisions of the Agreement. If: (a) Customer chooses early termination of this RSA of MSCI Services provided under this RSA, or (b) MSCI terminates the Agreement, this RSA or any offerings under this RSA for cause (as provided in the Agreement), then Customer shall pay to MSCI, within thirty (30) calendar days after such termination, (i) if the termination is prior to installation of an ordered MSCI Service, an amount equal to 10% of the remaining monthly recurring charges as set forth in the applicable Proposal or other pricing documentation or (ii) if the termination is after installation of an ordered MSCI Service, an amount equal to 50% of the monthly recurring charges as set forth in the applicable Proposal or other pricing documentation for the period remaining in the applicable Term. Notwithstanding anything to the contrary in this RSA or Agreement, any non-recurring charges set forth in a pricing schedule are non-refundable.
5. **Services and Applicable Terms and Conditions.**
  - 5.1. VESTA NXT Cloud. VESTA NXT Cloud call handling (“VESTA NXT”) is offered to Customer consistent with any Proposals (as defined in the Agreement).

- 5.1.1. VESTA NXT requires network transport to transmit 9-1-1 calls from the VESTA NXT platform to the designated Customer locations. Customer agrees that it is responsible for procuring this network transport, and will provide necessary cooperation and information to MSCl in order to integrate network transport with VESTA NXT, and Customer (and/or its provider of network transport) is responsible for any and all obligations attendant to such use under applicable law. Should Customer request such network transport be provided by MSCl, it will be offered under the terms and conditions of the ESlnet Services offering under this RSA. MSCl is responsible for any regulatory obligations that are attendant to its offering, but solely for what it offers.
- 5.1.2. Customer understands and agrees that it is responsible for ensuring that its Next Generation Core Services ("NGCS") routing provider delivers all traffic bound for the VESTA NXT system to a mutually agreed upon point of interface that provides access to the VESTA NXT Cloud service, as defined by MSCl.
- 5.1.3. Should Customer require equipment from MSCl and/or request to use its own equipment that will be located on Customer's premises, MSCl may require additional terms and conditions, which will be evaluated at the time of the request and any requirements for such equipment installation will be defined in an applicable Proposal.
- 5.2. VESTA NXT Continuity ("Continuity"). Continuity is offered to Customer consistent with any Proposal documents described in the Agreement. Customer understands and agrees that Continuity is solely offered as an emergency offering when Customer's primary emergency call handling is unavailable. Customer use of Continuity is as specifically restricted in any Proposal documents. Continuity is only available if MSCl also provides the NGCS emergency call routing to Customer and will be more fully described in any Proposal documents.
- 5.2.1. Continuity requires network transport to transmit 9-1-1 calls from the Continuity platform to the designated Customer locations. Customer agrees that the transport used will be through public internet services and will provide necessary cooperation and information to MSCl in order to implement Continuity with necessary personnel. Customer is responsible for any and all obligations attendant to such use under applicable law.
- 5.2.2. Customer agrees that Continuity may not be used in any way as a standard call handling service. Should Continuity be used for periods longer than those prescribed in applicable Proposal documents or otherwise in manners inconsistent with any Proposal documents, MSCl may, at its discretion, charge additional fees for use of Continuity, consistent with its standard call handling offerings; cease providing Continuity to Customer; or other remedies available to MSCl, whether in law or in equity.
- 5.3. Motorola Routing Services. Motorola Routing Services ("MRS") is offered to Customer consistent with any Proposals (as defined in the Agreement).
- 5.3.1. MRS requires network transport both to transmit 9-1-1 calls from originating service providers to the MRS platform and to transmit those calls from the MRS platform to the designated Customer call handling platform or locations. Customer agrees that it is responsible for procuring this network transport, and will provide necessary cooperation and information to MSCl in order to integrate network transport with MRS, and Customer (and/or its provider of network transport) is responsible for any and all obligations attendant to such use under applicable law. Should Customer request such network transport be provided by MSCl, it will be offered under the terms and conditions of the ESlnet Services offering under this RSA.

- 5.4. Emergency Services Internet Protocol Network as a Service (“ESInet”). ESInet is offered to Customer consistent with any Proposals (as defined in the Agreement). ESInet may be obtained in conjunction with Customer’s ordering of VESTA NXT and/or MRS from MSCl or as a standalone service, as defined in the applicable Proposal.
- 5.4.1. ESInet provides the physical and logical connection and data, IP, and network management services that are designed for connectivity between the MSCl VESTA NXT and/or MRS platforms and Customer’s designated locations. Customer is responsible for providing additional wiring on its premises utilized beyond the MSCl ESInet service demarcation point. Additional wiring could entail electrical or optical cabling into 1) existing or new conduit or 2) bare placement in drop down ceilings, raised floors, or mounted to walls/ceilings. Once Service is accepted by Customer, the additional wiring then becomes property of and maintained by Customer.
- 5.4.2. MSCl uses different technologies to provide ESInet. Some technologies or speeds may not be available in all areas or with certain types of ESInet. MSCl utilizes different technologies to provide ESInet at its sole discretion and may include, but not be limited to ethernet, wavelength, special access, wireless technologies (again, including but not limited to LTE or equivalent wireless services or wireless satellite services). In addition, ESInet may include additional technologies for security or commonality of protocol, including but not limited to Multiprotocol Label Switching (“MPLS”) and Software Defined Wide Area Network (“SD-WAN”).
- 5.4.3. Private Port for ESInet. Private Port for ESInet includes the functionality of a Private Port and may include monitoring and notification for a MSCl provided or approved router, or end-to-end performance reporting. Customer may provide a router approved by MSCl. Customer is responsible for any trouble shooting and repair of equipment on Customer’s side of the MSCl ESInet service demarcation point.
- 5.4.4. Provisioning, Maintenance and Repair. MSCl may re-provision any local access circuits, ports or other components of ESInet from one third party provider to another and such changes will be treated as scheduled maintenance. Scheduled maintenance will not normally result in ESInet interruption. If scheduled maintenance requires ESInet interruption MSCl will: (1) provide Customer seven days’ prior written notice, unless emergency or exigent circumstances apply, (2) work with Customer to minimize interruptions and (3) use commercially reasonable efforts to perform such maintenance between midnight and 6:00 a.m. local time. Customer may request a technician dispatch for ESInet problems, for which MSCl will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable. MSCl may assess a dispatch fee if costs for such services are invoiced to MSCl.
- 5.4.5. Taxes and Regulatory Cost Recovery Fees. The charges outlined in an applicable Proposal do not include the following: (a) charges imposed by a third party other than MSCl (if any); (b) Taxes or Regulatory Cost Recovery Fees (as defined below); and (c) charges related to Customer premises equipment or extended wiring to or at Customer premises. MSCl shall give Customer notice of such changes in rates, charges, or fees pursuant to the notice provision set forth herein or by other reasonable means. MSCl may add or adjust rates, charges, and fees in order to recover Taxes or Regulatory Cost Recovery Fees, as defined below. Unless otherwise specified, prices in any Proposal do not include any excise, sales, lease, use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when MSCl is required to collect such regulatory charges or contributions from Customer (collectively, “Taxes”), or any fees or charges to offset costs MSCl incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on MSCl by governmental entities or collected from MSCl by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that MSCl is permitted to recover from

Customer either in aggregate or as individual line items ("Regulatory Cost Recovery Fees"). Such Taxes and Regulatory Cost Recovery Fees will be paid by Customer, except as exempt by law, unless otherwise specified in a Proposal. If MSCI is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by MSCI for such Taxes (including any interest and penalties) or Regulatory Cost Recovery Fees, whether as part of its standard billings or as separately billed and, with respect to the latter, using a "regulatory cost recovery" descriptor or other applicable descriptor, and Customer agrees that it will pay such Taxes and Regulatory Cost Recovery Fees within thirty (30) days after Customer's receipt of an invoice therefore, unless Customer furnishes MSCI applicable tax-exemption certificates. MSCI will be solely responsible for reporting Taxes on its income and net worth.