Regulated Services Addendum

This Regulated Services Addendum (this "RSA" or "Addendum") is entered into between Motorola Solutions Connectivity, Inc. ("Motorola"), a wholly owned subsidiary of Motorola Solutions, Inc. ("MSI") 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 Master Customer Agreement or Primary Agreement ("Customer"), and will be subject to, and governed by, the terms of the Master Customer Agreement or other Primary Agreement ("the Agreement") entered into between the Parties, effective as of the earlier of (a) the first purchase of a Product or Service from Motorola, and (b) the date of the last signature on the first Ordering Document between the Parties, and the applicable Addenda, including but not limited to the Add-on-Cloud Interface Software Addendum ("Interface Addendum"). Capitalized terms used in this Interface Addendum, but not defined herein, will have the meanings set forth in the Agreement or the applicable Addenda. If Customer has entered into a Subscription Software Agreement with Motorola's parent entity, MSI, the Parties executing this RSA agree that the terms and conditions of the Subscription Software Agreement with MSI are adopted by Motorola and Customer and will apply to the services provided under this RSA.

If you are purchasing Products or Services on behalf of your employer or another entity, you warrant that: (a) you have authority to bind your employer or the applicable entity, as "Customer" to this RSA; (b) you have read and understand this Addendum; and (c) on behalf of the Customer that you represent, you agree to this Addendum. If you do not have the legal authority to bind your employer or the applicable entity as Customer to this Addendum, please do not complete the purchase of Products or Services from Motorola.

- Scope. This Regulated Service Addendum covers certain Services more specifically described below (the "Motorola Services") and will control with respect to conflicting terms in the Agreement or any other applicable Addendum, but only as applicable to the products and Services purchased under this Addendum. In addition to the terms of this Addendum, the terms and conditions of the Agreement and the Interface Addendum apply to any offerings under this Addendum.
- 2. Motorola Services and Compliance with Applicable Law. Motorola shall comply with all applicable federal, state and local laws and regulations in providing the Services under this Addendum. Motorola agrees to obtain and maintain all interconnection and commercial agreements, permits, licenses, and governmental approvals necessary to perform its obligations under this Addendum. The Parties understand and agree that Motorola providing Services delineated in this Addendum to Customer requires that, solely for the Services provided by Motorola under this addendum, Motorola is Customer's designated 9-1-1 provider for such Services. As a result of the unique nature of the Services provided by Motorola, it is also possible that Customer may have more than one designated 9-1-1 provider, thus Motorola's designation is solely for the Services provided to Customer.
- 3. Customer Proprietary Network Information ("CPNI"). Motorola is required by law to treat CPNI confidentially. Customer agrees that Motorola may use CPNI within its business operations, and with businesses acting on Motorola's behalf for provision of the Services. Motorola shall protect the confidentiality of Customer CPNI in accordance with applicable

laws, rules and regulations. Motorola may access, use, and disclose Customer CPNI as permitted or required by applicable laws, rules, regulations and this Addendum.

4. Services and Applicable Terms and Conditions.

- 4.1. <u>CommandCentral Call Handling</u>. CommandCentral Call Handling ("CCCH") is offered to Customer consistent with any Ordering Documents and Incorporated Documents (as defined in the Agreement).
 - 4.1.1. CCCH requires network transport to transmit 9-1-1 calls from the CCCH 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 Motorola in order to integrate network transport with CCCH, 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 Motorola, it will be offered under the terms and conditions of the ESInet Services offering under this Addendum.
 - 4.1.2. Customer understands and agrees that it is responsible for ensuring that its NGCS routing provider delivers all traffic bound for the CCCH system to a mutually agreed upon cloud port that provides access to the CCCH cloud provider, as defined by Motorola.
 - 4.1.3. Should Customer require equipment from Motorola and/or request to use its own equipment that will be located on Customer's premises, Motorola 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 applicable Ordering Documents.
- 4.2. <u>CommandCentral Router</u>. CommandCentral Router ("CCRouter") is offered to Customer consistent with any Ordering Documents and Incorporated Documents (as defined in the Subscription Software Agreement).
 - 4.2.1. CCRouter requires network transport both to transmit 9-1-1 calls from originating service providers to the CCRouter platform and to transmit those calls from the CCRouter 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 Motorola in order to integrate network transport with CCRouter, 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 Motorola, it will be offered under the terms and conditions of the ESInet Services offering under this Addendum.
- 4.3. <u>Emergency Services Internet Protocol Network ("ESInet")</u>. ESInet is offered to Customer consistent with any Ordering Documents and Incorporated Documents (as defined in the Agreement). ESInet must be obtained in conjunction with Customer's ordering of CCCH and/or CCRouter from Motorola.
 - 4.3.1. ESInet provides the physical connection and data, IP, and network management services that is designed for connectivity between the Motorola CCCH and/or CCRouter platforms and Customer's designated locations. Customer is responsible

- for providing additional wiring on its premises. 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.
- 4.3.2. Motorola uses different technologies to provide ESInet. Some technologies or speeds may not be available in all areas or with certain types of ESInet. Motorola 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").
- 4.3.3. *Port Types for ESInet*. The following port types for ESInet are available, at Customer's request and Motorola's discretion:
 - 4.3.3.1. *Private Port*. Private Port includes the functionality of a Private Port and may include monitoring and notification for a Motorola provided or approved router, end-to-end performance reporting. Customer may provide a router approved by Motorola. Customer is responsible for any trouble shooting and repair of equipment on Customer's side of the router.
 - 4.3.3.2. Cloud Port. Cloud Port provides private ESInet between Customer's Private Port sites and Customer resources in Motorola determined data centers and/or cloud service provider environments. Access within data centers and cloud service provider environments may include shared or virtualized services where available. Customer understands that cloud-related services are contracted separately.
- 4.3.4. Provisioning, Maintenance and Repair. Motorola 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 Motorola will: (1) provide Customer seven days' prior written notice, (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 Motorola will use commercially reasonable efforts to obtain applicable service from third party providers, if applicable. Motorola may assess a dispatch fee if costs for such services are invoiced to Motorola.
- 4.3.5. Taxes and Regulatory Cost Recovery Fees. The charges for an applicable Order do not include the following: (a) charges imposed by a third party other than Motorola (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. Motorola 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. Motorola 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 Order do not include any excise, sales, lease,

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use, property, or other taxes, assessments, duties or governmental impositions including regulatory charges or contribution requirements when Motorola is required to collect such regulatory charges or contributions from Customer (collectively, "Taxes"), or any fees or charges to offset costs Motorola incurs to comply with regulations or participate in regulatory programs, including but not limited to regulatory fees or charges imposed on Motorola by governmental entities or collected from Motorola by third parties, which are not Taxes or charges that government mandates be recovered from Customer but that Motorola 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 an Order. If Motorola is required to pay any Taxes or permitted to recover any Regulatory Cost Recovery Fees, Customer will be billed by Motorola 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 Motorola Solutions applicable tax-exemption certificates. Motorola will be solely responsible for reporting Taxes on its income and net worth.