

## Statement of Work SOW Demo 10.16

This Statement of Work ("SOW") is entered by and between Motorola Solutions, Inc and Katie Test:

Summary Information	
Statement of Work Title	SOW Demo 10.16
Supplier Name	Katie Test
Core ID	
Statement of Work ID	MSITQ00000182
Classification	IT SOW
Statement of Work Owner	Amy HM
Statement of Work Owner Contact Information	colleen.mondello@sap.com
Maximum Budget	0.00 USD
Statement of Work Period	10/01/2018 to 10/01/2019
Business Unit	S&P_ (S&P)
Site	AR06-USA LITTLE ROCK-SUITE 320 (AR06)Motorola Solutions, Inc.SUITE 320LITTLE ROCKAR72211USAUnited States
Commodity Code	IT Services
SOW Account Number	888141
SOW Expenditure Orgs/Departments/Cost Centers	2B031 - HR REGIONAL EAP COSTS BRA (BR_133000) (133000)
Scope of Services	SOW Demo 3 milestones
SAR Number	C20170154
MSI Decision Date	
Project Names	Greenfield Optimization - Products
Fees & Expenses	Fixed Fee
If 'Other', explain:	
Insert Name of Existing Agreement (if applicable)	
Insert Effective Date of Existing Agreement (if applicable)	

**This section is for bid purposes only**

### Bidding

Disclaimers

Motorola makes no representation or warranty, express or implied, with respect to the completeness, accuracy, or utility of this Request for Proposal (“RFP”) or any information or opinion contained in this RFP. Any use or reliance on the content of this RFP is at user’s risk. Motorola will not be liable for any damage or injury incurred by any person arising out of the completeness, accuracy, or utility of any information contained in this RFP.

## Preface

This Request for Proposal (“RFP”) is being issued by Motorola through its Global Procurement Organization to solicit information and responses from bidders (“Suppliers”) for the Service. This RFP has been provided to assist each Supplier in preparation of a timely response.

To satisfy the requirements of this RFP, Supplier should prepare its response to provide a straightforward, concise delineation of Supplier’s capabilities. Supplier’s Proposal will address the requirements of this RFP on an item-by-item basis.

During the evaluation process, Motorola will explore potential solutions that will provide the best possible capabilities, technologies, functionalities, service level commitments and cost advantages to Motorola. Motorola will objectively evaluate each Supplier’s response for compliance with this RFP and select the Supplier that Motorola determines, in its sole judgment; best meets its needs, regardless of whether another Supplier submits a more compliant response or a lower priced response.

Motorola’s evaluation of Supplier responses may be disseminated to various interested groups within Motorola. Responses will be ranked and a qualifying Supplier will be chosen for the next phase of the project based on that ranking. Motorola reserves the right to request additional information from all Suppliers. Motorola will not disclose nor discuss a Supplier’s response with other Suppliers. The criteria used in Motorola’s evaluation process, is solely at Motorola’s discretion.

Motorola reserves the right, in its sole judgment, to accept or reject any or all responses to this RFP. Motorola reserves the right to terminate the RFP process with respect to any Supplier without notice.

This RFP does not commit Motorola to award a contract or any future Motorola business. Selection as a potential Supplier under this RFP does not constitute a commitment by Motorola to purchase Supplier’s Service. Motorola is under no obligation to purchase the Service or to commit to any quantities or dollar volumes of services. Motorola’s Global Procurement Organization will negotiate any award resulting from this RFP.

All responses and supporting documentation become the property of Motorola.

## Confidentiality Statement

Motorola has released this RFP to each Supplier who has executed and returned Motorola’s Non-Disclosure Agreement (“NDA”) signed by an authorized representative of Supplier. Please note that the information contained in this RFP is considered confidential. Supplier agrees that the contents of this RFP may only be disclosed to Supplier’s affiliates, partners, or any other entities or persons that have executed a NDA with Motorola for the sole purpose of responding to this RFP.

Supplier may make additional copies of this RFP. All such copies will be subject to the NDA. Copies made for third parties are prohibited unless such third party has signed an NDA.

Supplier must notify Motorola if Supplier chooses not to respond to this RFP. Supplier will dispose of this RFP and any information provided under this RFP or any response thereto, as requested by Motorola.

All materials provided to Suppliers remain Motorola confidential and proprietary information and will only be used by Supplier in accordance with the conditions specified in this RFP.

Supplier will not issue news releases nor publicly disclose any information pertaining to this RFP or the award of any business or contract related to this RFP without Motorola's prior written permission.

#### Intellectual Property Matters

Supplier will be expected to obtain all necessary intellectual property rights or licenses for all equipment and software proposed in response to this RFP. In addition, Supplier must identify any proprietary technology and open source software, including any restrictions thereto, which may be embodied in any equipment or software proposed in response to this RFP.

Supplier agrees that Motorola will own all deliverables resulting from an award and rights in data, including but not limited to any notes, notebooks, drawings, photographs, graphs, proofs, manuscripts, designs, formulas, programs, plans, models, analyses, research, reports, compilations, strategies, writings, deliverables, work products, memoranda and other data that is prepared or developed related to this RFP including the Supplier's response. Supplier agrees that Motorola will have sole ownership of, and all right and title to any and all intellectual property including but not limited to patent rights, trade secrets, copyrights, trademarks, mask works, or any other intellectual proprietary rights relating to or in any way derived from any technology or other work product developed by Supplier related to this RFP. Supplier agrees to grant Motorola a non-exclusive, perpetual, royalty-free worldwide license to all of Supplier's pre-existing intellectual property that is used or integrated into any Services provided by Supplier to Motorola related to this RFP. As used herein, the statement "related to this RFP" will include any work for Services for which Motorola engages Supplier that arise from this RFP.

## Statement of Work

### SOW

This Statement of Work ("SOW") is entered into between Motorola and Supplier. If the parties have entered into an existing agreement intended to govern this SOW (an "Existing Agreement" identified below), this SOW is governed by the Existing Agreement. If there is no Existing Agreement, this SOW is governed by Motorola Standard Service Terms and Conditions available at <http://content.motorolasolutions.com/npterm/> which are incorporated herein in full by reference and may be updated from time to time by Motorola. A copy of Motorola Standard Services Terms and Conditions will be provided upon written request. The applicable Existing Agreement or Motorola Standard Service Terms and Conditions shall be referred to as the "Agreement." In the event of a conflict between this SOW and the Agreement (including its Exhibits and Schedules), the Agreement takes precedence, except as expressly modified by this SOW under the Section entitled "Express Deviations Form Agreement". All capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. Supplier agrees not to provide services or incur any costs under this SOW until it receives a purchase order from Motorola.

## 1. EXPENSES

To be considered for reimbursement, all expenses must be pre-approved by Motorola. All pre-approved travel must be in accordance with Motorola Solutions Travel & Entertainment Expenses Policy P-10. Email [policy.matters@motorolasolutions.com](mailto:policy.matters@motorolasolutions.com) with any questions or to request additional information.

## 2. ACCEPTANCE

(a) Supplier will prepare each Deliverable for review and written approval by the designated Motorola representative. Motorola will accept or reject each Deliverable within a reasonable period of time of receipt by notifying Supplier in writing of its acceptance of the Deliverable ("Acceptance"), or if Motorola in its sole discretion determines that any Deliverable fails to conform, by notifying Supplier in writing of its rejection of the Deliverable, specifying such non-conformance. Motorola's Acceptance or rejection of Deliverables under this SOW shall be solely determined by Motorola.

(b) Supplier will promptly make at its expense the modifications necessary to correct any non-conformity identified in writing by Motorola and resubmit the Deliverable to Motorola, or repeat performance of the Services, for Acceptance by Motorola. The Acceptance cycle will repeat until Motorola accepts or otherwise mitigates.

## 3. INVOICING AND PAYMENT

a) Invoicing. The Fieldglass System will automatically generate an invoice for every Event (i.e. Milestones, Deliverables) completed. The Supplier will enter the completion date of that Event (i.e. Milestones, Deliverables) and submit it for Motorola's approval in the system. Supplier will not submit any invoicing over the approved Statement of Work value.

Fieldglass System for IT Statements of Work is Supplier Funded. Supplier's contribution/funding rate is 0.35% of SOW value.

The Fieldglass system will automatically generate applicable invoices which will include the subtracted fee.

b) Payment.. Payment terms are net 90 days after receipt of an accurate invoice. Payment of invoices will be made in accordance with the terms of the Agreement.

## 4. STAFFING

Supplier is responsible for scheduling, staffing and overall coordination of Supplier's performance in this SOW and will staff and provide appropriate and skilled personnel to complete the Services and Deliverables under this SOW. To the extent additional staffing or key contacts need to be identified as it relates to the performance of Services, include their name and title in the table above.

## 5. COMMUNICATIONS

Supplier will prepare weekly progress reports and furnish them to Motorola, and/or weekly status meetings will be held to keep Motorola up-to-date with Supplier's progress and any issues that may arise.

## 6. CHANGE ORDERS

Any variations from this SOW may constitute a change in scope and must be mutually agreed upon in writing by both parties using Motorola's Change Order form.

## 7. ACCESS TO COMPUTER RESOURCES

If any person performing Services for Motorola on Supplier's behalf requires access to Motorola computer resources or systems, Supplier shall notify Motorola and each such person must sign the applicable Motorola IT security agreement, using the form substantially similar to the Software Licensing, Information Protection and Security Exhibit attached to this SOW as Exhibit A, and return it to Motorola prior to such access.

## 8. OPEN SOURCE SOFTWARE REQUIREMENTS.

(This Section is applicable only if Supplier is providing Engineering Services) Supplier agrees and warrants that no part of any Services or Work Product contemplated under this Agreement will contain or use any Open Source Software (as defined in Exhibit B), except as expressly otherwise agreed in writing by the parties and, in such case, the Services or Work Product will be subject to additional Open Source Software representations and warranties set forth in the Open Source Software Exhibit attached to, and incorporated into, this SOW as Exhibit B.

## 9. EXPRESS DEVIATIONS FROM AGREEMENT

### Express Deviations from Agreement

Notwithstanding anything to the contrary under the Agreement, any deviations or modifications from the terms and conditions of the Agreement must be provided in this Section. Such deviations or modifications are applicable only to this SOW, and shall have no force or effect with respect to other SOWs under the Agreement. Any other deviations or modifications to the Agreement in this SOW that are not expressly stated in this Section shall be null and void and shall have no force and effect.

Section Number of Agreement (insert below where modification occurs)

Modification or Deviation (insert below the modification or deviation description)

## **Exhibit A**

### **Software Licensing, Information Protection and Confidential or Proprietary Information**

If any person performing Services for Motorola on Supplier's behalf has access to Motorola computer resources or systems, each such person must sign and return the following agreement to the Motorola contact before being allowed such access.

Motorola will only allow properly licensed software to be stored in or executed upon its computers. All users will use software only in accordance with the applicable license agreement. Unless otherwise provided in the license, each software license is presumed to be for a single copy, operating on a single computer. Unless otherwise provided in the license, Supplier will not make or have made any duplicates of copyrighted software. Motorola's policy is to protect sensitive, proprietary and critical electronic information owned by Motorola or third party licensors, which could have a detrimental effect on Motorola or third party licensors operations, through misuse or disclosure. Any unauthorized or willful violation of this policy will result in immediate termination of this Agreement, appropriate legal action, and enforcement of this Agreement pursuant to applicable law. Supplier and each person performing Services for Motorola on Supplier's behalf is required to sign this document before being allowed access to any Motorola computer system, device, or software.

By signing this document, the undersigned acknowledges and agrees to the following obligations and responsibilities

I agree to use all software in accordance with applicable license agreements.

I agree to make no unauthorized copies of any software under any circumstances.

I agree to give no software to any third parties, including clients, customers and others, without specific authorization under the terms of the software license agreement.

I agree to classify and protect sensitive information according to the Motorola information security classifications.

I agree to use Motorola's computer resources and systems, including electronic mail, for Motorola-approved business purposes only.

I agree to run Motorola-furnished virus detection software and use the security features on my computer to protect against viruses and other malicious software.

I agree to secure my computer devices through the use of Motorola-furnished security software and devices, to prevent unauthorized access and theft.

I agree not to copy, disclose or use any confidential or proprietary information that is owned by or entrusted to Motorola, except to perform my Services for Motorola on Supplier's behalf.

I agree to be accountable for all use of my individual user computer account identification.

I acknowledge that I have read Motorola Information Protection Policy and understand and agree to be bound by its requirements. (Supplier may obtain a copy of Motorola's Information Protection Policy from the Motorola contact.)

## Exhibit B

### Open Source Software

This Open Source Software Exhibit (“Exhibit”) sets forth Supplier’s Open Source Software obligations and requirements as it relates to the Services or Work Product provided under the SOW. This Exhibit includes by reference the terms and conditions of the Agreement.

#### 1. Definitions.

“Open Source Software” means software that is publicly distributed as free software and licensed to Supplier pursuant to terms that directly or indirectly: (i) create, or purport to create, obligations for an author with respect to the software or derivative work thereof; or (ii) grant, or purport to grant, to any third party any rights or immunities under any of the author’s Intellectual Property Rights in the software or derivative works thereof. Open source software may include software that requires (as a condition of use, modification, or distribution) that any software incorporated into, derived from, or distributed with such software be: (a) disclosed or distributed in Source Code form; (b) licensed for the purpose of making derivative works; or (c) redistributable at a nominal charge.

2. Open Source Software Warranty. Supplier warrants that the Work Product does not contain any Open Source Software in such a way that would: (i) cause the Work Product, or derivatives thereof, to be subject to all or part of the license obligations or other intellectual property related terms of any Open Source Software license; or (ii) would require any Work Product, or derivatives thereof, incorporated into, combined, or distributed with such Open Source Software to be used, licensed, disclosed to a third party or distributed in source code form; or (iii) be contrary to the terms and conditions of this Agreement.

3. Open Source Software License. Supplier will disclose the existence, architecture, intended use and license terms of any Open Source Software in any Work Product. The terms and conditions governing the use of such Open Source Software will be those set forth in the applicable Open Source Software license. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software license that governs Motorola’s use of such Open Source Software, the license grant to the applicable Open Source Software license will take precedence over the license grant herein. Nothing in this Agreement restricts Motorola’s rights under the term and conditions of any Open Source Software license. For all Work Product provided pursuant to this Agreement, Supplier (or a third party approved by Motorola and Supplier), will inspect and scan said Work Product, at Supplier’s expense, for the purpose of determining the presence of any Open Source Software; provided, however, that Motorola, at its option and expense, may perform such scan. Each party will disclose the results of any such scans to the other party.

## SUPPLIER’S CONSENT

### Supplier’s Consent

SUPPLIER’S CONSENT. BY ACCEPTING THE SOW IN FIELDGLASS ELECTRONICALLY, SUPPLIER AGREES TO BE LEGALLY BOUND BY THE TERMS AND CONDITIONS OF THIS SOW (INCLUDING ITS EXHIBITS). SIGNATURE OF THE SOW IS NOT REQUIRED, BUT MAY BE OBTAINED UPON SUPPLIER’S REQUEST.

### Statement of Work Events (i.e. milestones, deliverables)

Events (i.e. milestones, deliverables)				
Name	PO Number	Description	Due Date	
Milestone 1			10/12/2018	0.00
Milestone 2			10/19/2018	0.00
Milestone 3				0.00
<b>Total</b>				<b>0.00</b>

SOW Workers	
Allow invoicing from approved Time Sheets	No
Allow invoicing from approved Expense Sheets	No

Rates	
Rate /UOM	Description
.ST Hourly SOW (ST SOW) /Hr	

Motorola Solutions, Inc

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Katie Test

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_