

## Mobile Video & LPR Addendum

This Mobile Video and LPR Addendum (this “**MVA**”) is subject to, and governed by, the terms of the Motorola Solutions Customer Agreement or other agreement (“**MCA**”) to which it is attached. Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the MCA.

**Section 1. Addendum.** This MVA governs Customer’s purchase of (a) any Motorola Mobile Video Products (as defined in Section 2), and/or (b) Motorola’s automated license plate recognition software and hardware Products (“**LPR Products**”), and (c) including participation in Motorola’s Video-as-a-Service subscription program (“**VaaS Program**”). This MVA will control with respect to conflicting or ambiguous terms in the MCA or any other applicable Addendum, but only as applicable to the Mobile Video Products, Mobile Video System, LPR Products, or other Products purchased under this MVA.

### Section 2. Definitions.

**Mobile Video Products** includes mobile video cameras (which includes but is not limited to in-car video cameras, body worn cameras) and associated evidence management Software and SaaS Products.

**Mobile Video System** is a solution that includes at least one Mobile Video Product and requires Integration Services to deploy such Mobile Video Product or the associated evidence management Product at a Customer Site.

**Device License (“DLF”)** means a device license, sold as a Subscription, that will permit each LPR camera (one DLF per camera) to be used with LPR Software.

**Cloud Hosted Evidence Management System** is a SaaS Product for evidence management.

**Commercial Data** refers to LPR data collected by private sources and available on LPR Software with a paid subscription.

**Customer LPR Data** refers to LPR data owned and collected by the Customer using Motorola-Manufactured LPR Cameras and stored within the equipment.

**License Plate Recognition (“LPR”)** refers to the process of utilizing cameras, either stationary or mounted on moving vehicles, to capture and interpret images of vehicle license plates.

**LPR SaaS Products** refers to VehicleManager and/or VehicleManager Enterprise, both of which are SaaS Products

### Section 3. Evidence Management Software & Mobile Video Systems

**3.1. On-Premise Evidence Management.** If Customer purchases a Mobile Video System including Equipment, Licensed Software for evidence management and installation Services at Customer Site(s) (an “On-Premises Evidence Management System”), then the following System Warranty shall apply:

**3.1.1 On-Premise System Warranty.** Subject to the disclaimers in the MCA and any other applicable Addenda, Motorola represents and warrants that, on the System Completion Date (as defined below) for an On-Premises Evidence Management System (a) such On-Premises Evidence Management System will perform in accordance with the descriptions provided in the Proposal(s) in all material respects, and (b) the warranty for the Equipment and Motorola Licensed Software included in the on-Premises Evidence

Management System will continue, for the period indicated in the Proposal, commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, instead of commencing upon Delivery of the Products in accordance with the terms and conditions of the MCA.

**3.2 System Completion.** Any Mobile Video System sold hereunder will be deemed completed upon Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "System Completion Date"). Customer will not unreasonably delay Beneficial Use. As used in this Section, "Beneficial Use" means use by Customer or at least one (1) Authorized User of the material features and functionalities of Mobile Video System, in material conformance with Product descriptions in the applicable Proposal. Any additional Products sold in connection with the initial Mobile Video System shall be deemed Delivered in accordance with the terms of the MCA. This Section applies to Mobile Video Products purchased under the MVA notwithstanding any delivery provisions of the Agreement, and this Section will control over such other delivery provisions to the extent of a conflict.

**3.3 Unlimited Storage.** Storage shall be specifically described in Proposal. If included in the Proposal, and unless otherwise indicated, "Unlimited Storage" related to Customer's purchase of a Cloud Hosted Evidence Management system means storage of all data captured using Mobile Video Equipment sold under this MVA, provided that (1) video recordings are recorded in an event-based setting where users are not recording an entire shift under one video footage and (2) Customer's data retention policies and practices do not result in the retention of data beyond the statutory minimums set forth by the State in which the Customer resides. In the event Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge Customer for data storage at the prevailing rates. Motorola also has the right to place any data that has not been accessed for a consecutive six (6) month period into archival storage, retrieval of which may take up to twenty-four (24) hours from any access request.

**3.4 Technology Refreshes.** Technology refreshes may be available for selected Mobile Video Equipment. To the extent Equipment is eligible for a refresh, as indicated in the Proposal, Customer may be required to return eligible Equipment in working condition. If Customer has no outstanding payment obligations, and technology refreshes are purchased & included in the applicable Proposal, Motorola will provide the applicable Equipment refresh in accordance with the schedule provided in the Proposal. The corresponding replacement Equipment will be the then-current model at the same tier as the Equipment returned to Motorola, and is subject to availability. Technology refreshes are limited to the Mobile Video Equipment, and unless otherwise specified in the Proposal, do not include batteries and other consumables, accessories, or any SaaS Products or Services.

## **Section 4 LPR SaaS Products**

**4.1. Device License.** Each LPR camera shall require a DLF to be activated. DLF is a SaaS Product, as defined in the MCA and shall be prepaid annually in accordance with the Payment Terms in the MCA or applicable Proposal.

**4.2. LPR SaaS Products.** The following terms and conditions shall apply to the Customer's purchase and use of the LPR SaaS Products:

**4.2.1. User-Eligibility and Access.** Use of and access to VehicleManager LPR SaaS Product ("**VehicleManager**") is strictly restricted to Law Enforcement Agencies

(**“LEAs”**) and their Authorized Users. Non-LEAs and their Authorized Users may purchase/access VehicleManager Enterprise (**“VME”**).

Motorola in its sole discretion may deny access to VME or VehicleManager to any individual based on such person’s failure to satisfy the requirements set forth hereunder. Customer will ensure no user logins are provided to unauthorized users, which may include but is not limited to: employees, agents or officers of other third parties, local, state, or Federal LEAs, without the express written consent of Motorola. Additionally, Customer may not share any Commercial Data or user credentials with competitors of Motorola. Customer will be responsible for all of its Authorized Users, and use of, VME or VehicleManager through use of Customer login credentials, including ensuring their compliance with this Addendum. Customer shall notify Motorola immediately if Customer believes the password of any of its Users has, or may have, been obtained or used by any unauthorized person(s). In addition, Customer must notify Motorola immediately if Customer becomes aware of any other breach or attempted breach of the security of any of its Users’ accounts.

**4.2.2. Data Ownership and Retention.** Motorola and its licensors retain all title and rights to Commercial LPR Data. The retention period of Commercial LPR Data is in Motorola’s sole discretion, and may change from time to time at Motorola’s election. Customer shall not utilize Commercial LPR Data for the benefit of other parties including any third parties, or local, state, and/or Federal LEAs.

Customer LPR Data is considered Customer Data (as defined in the MCA) and is subject to the Customer’s own retention policy. Customer is responsible for setting its retention policy within the LPR SaaS Product (**“Customer Retention”**). Customer LPR Data that has reached the end of the retention period set by the Customer in VME or VehicleManager, will be deleted from VME or VehicleManager in accordance with Customer’s retention policy. Customer retains all rights to Customer LPR Data.

**4.2.2.1 Data Storage.** Storage shall be specifically described in Proposal. If included in the Proposal, and unless otherwise indicated, “Unlimited Storage” related to Customer’s purchase of a LPR Cameras and applicable LPR SaaS Product, shall mean the storage of data captured using Motorola manufactured LPR Cameras sold under this MVA, provided that the Customer’s Retention does not result in the retention of data beyond the applicable statutory minimums. In the event Customer’s Retention is greater than the applicable statutory minimums, Motorola shall have the right to charge Customer for data storage at the prevailing rates. If additional storage is required, please contact your sales representative.

**4.2.3. Data Sharing.** Customer has the option to share its Customer LPR Data with LEAs that have a Subscription with Motorola for VehicleManager access. Customers with a Subscription to VME may also share its Customer LPR Data with other non-LEA Customers who have a Subscription with Motorola for VME access. If Customer opts, in its sole discretion, to share its Customer Data with another customer of Motorola, Customer thereby grants to the recipient customer the rights to use such Customer LPR Data in accordance with the terms of VehicleManager or VME, as applicable.

**4.2.3.2. LEA Customers.** If Customer is an LEA, other similarly situated LEAs that collect their own LPR data may opt to share such data with Customer using VehicleManager. Additionally, Non-LEA VME customers may also share their own

LPR data with LEA Customer. Such LPR data generated by other LEAs or Non-LEA customers is considered Third-Party Data (as defined in the MCA), and shall be used by Customer only in connection with its use of VehicleManager. Third-party LPR data is governed by the retention policy of its respective owner, once the Third Party LPR data that has reached its expiration date will be deleted from VehicleManager or VME, as applicable in accordance with the retention terms of the sharing customer.

**4.2.3.3. Non-LEA Customers.** If Customer is a non-LEA Customer, other similarly situated VME customers that collect their own LPR data may opt to share such data with Customer using VME. Such LPR data generated by other VME customers is considered Third-Party Data (as defined in the MCA), is governed by the retention policy of the respective VME customer, and shall be used by Customer only in connection with its use of VME. Third-party LPR data that has reached its expiration date will be deleted from VME in accordance with the retention terms of the sharing customer.

**4.2.4. Commercial Data Access.** If Customer purchases a subscription to Commercial Data, then Customer shall be bound by the terms of Motorola's [Data License Addendum](#) (the "DLA") and the Commercial Data will be considered Licensed Data under the DLA. Additionally, Customer shall use Commercial Data in compliance with all applicable laws and regulations; furthermore, the data shall be used in compliance with the restrictions and permissible purposes of the Drivers' Privacy Protection Act ("DPPA").

**Section 5 VaaS Terms and Conditions.** The VaaS Program may be available for certain LPR and Mobile Video Products. Hardware purchased under the VaaS Program is considered "Equipment" under the MCA. VaaS Program is a Subscription program. To the extent eligible Products are purchased through the VaaS Program, the following terms and conditions will apply:

**5.1. No-Fault Warranty.** Subject to the disclaimers in the MCA, Proposal, and applicable Addenda, upon Delivery of any Equipment purchased under the VaaS Program, Motorola shall provide a No-Fault Warranty to Customer, for such Equipment that extends until the end of the Commitment Term (as defined below), except that the No-fault Warranty will not apply to: (i) any Equipment with intentionally altered or removed serial numbers, (ii) any other damages disclaimed under the MCA or in the Proposal, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by Customer or any third party. Unless otherwise provided in the Proposal, the "No-fault Warranty" means that Motorola will repair or replace any Equipment components or parts that render the applicable Equipment unable to perform its intended purpose. Select Equipment may further be eligible for technology refreshes, if described in the Proposal. If applicable, technology refreshes shall be subject to the terms of **Section 3.4 - Technology Refreshes**, above.

**5.2. Commitment Term.** Customer accepts that following the Delivery of any Equipment under the VaaS Program, unless otherwise specified in the Proposal, Customer shall commit to a five (5) year subscription term for such Products at the rate provided in the Proposal ("**Initial Commitment Term**"). If Customer, for any reason, terminates any of its obligations to Motorola prior to expiration of the applicable Commitment Term (as defined below), Customer will be subject to the payments described in the VaaS Termination Section below.

**5.3. Additional Devices.** Any additional Equipment, including any accessory items, ordered by Customer after Customers' initial purchase of Equipment hereunder may be subject to an incremental increase in Fees. In the event Customer orders additional Equipment under the

VaaS Program within the ninety (90) days immediately following its initial purchase, such Equipment will be included in and subject to the Initial Commitment Term. Any additional Equipment purchased under the VaaS Program subsequent to such ninety (90) day period, will commence an additional subscription term commitment for such Equipment of five (5) years (a “**Subsequent Commitment Term**”) with respect to the monthly Fee associated with such additional Equipment. For purposes of this Addendum, the Initial Commitment Term and each Subsequent Commitment Term are each also referred to herein as a “**Commitment Term**”.

**5.4. Software as a Service (SaaS).** Subject to the terms of the MCA, and to the extent specified in the Proposal, the VaaS Program may provide Customer with SaaS Products and other Products sold as a Subscription throughout the Commitment Term. Additional SaaS Product access may be available at prevailing rates.

**5.5. VaaS Program Payment.** Customers shall make payments for the VaaS Program in accordance with the payment terms set forth in the MCA, or the applicable Proposal. If Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by Customer, fees for such additional Product will be billed on a separate subscription & payment schedule, unless otherwise agreed upon by the Parties in writing.

#### **5.6. VaaS Termination.**

**5.6.1 Early Termination.** If Customer’s participation in the VaaS Program is terminated for any reason prior to the end of the Initial Commitment Term or any Subsequent Commitment Term, Customer will pay the prorated remainder of the aggregate Equipment list price (prevailing as of the time of Delivery). This is calculated by multiplying the list price of all Equipment purchased under the VaaS Program by the percentage resulting from dividing the number of months remaining in the Commitment Term applicable to such Equipment by sixty (60). In the event Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order.

**5.6.2. Effect of Termination.** Following expiration of the applicable Commitment Term, Customers shall immediately cease using all Products sold as a Subscription. As of the termination date, Customer’s access to subscription and SaaS products will expire. Customers must download or transfer all Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless Customer purchases extended access to SaaS Products or storage access from Motorola at the prevailing rates. If Customer desires to continue use of expired SaaS Products or other Products sold as a Subscription (which may include but are not limited to DLF, network costs, storage, etc...) with expired VaaS Equipment, Customer must purchase additional access based on Motorola’s prevailing rates, which shall continue to be governed by the MCA & applicable addenda, or Motorola may disconnect connectivity of any expired Equipment to such SaaS Products or Products sold as a Subscription.

### **Section 6 Additional Terms and Conditions.**

**6.1 Data Sharing API.** If the Customer purchases an API integration to enable sharing of the data collected by the Customer using MSI-Manufactured Mobile Video or LPR cameras, which shall be Customer Data as defined under the MCA, with a third-party (“**Third-Party Recipient**”), Customer acknowledges and agrees that Motorola is not responsible for the

Third-Party Recipient's failure to comply with applicable laws, failure to comply with Customer instructions, or failure to comply with the Customer's retention policy. Customer is solely responsible for the Third-Party Recipient's use and/or misuse of the Customer Data. In the event of actual or alleged misuse, non-payment or late payment, Motorola reserves the right to immediately terminate or suspend API access for the Third-Party Recipient. The API and any associated data is excluded from any representations or warranties in the MCA, and any applicable Addenda. API and associated data is provided "AS IS". Motorola disclaims all warranties, express or implied. Under no circumstances may Customer share any Licensed Data, including but not limited to Commercial Data, to a Third-Party Recipient via API integration.

**6.2 Deletion of Customer Data.** Unless otherwise expressly agreed upon in the Proposal or an applicable addenda, upon termination, Customer is responsible for downloading or transferring all Customer Data associated with the applicable SaaS Product, unless Customer purchases storage access from Motorola at the prevailing rates. Motorola has no obligation to retain Customer Data for the expired SaaS Product, beyond ninety (90) days following expiration of subscription.

**Section 7. Survival.** The following provisions will survive the expiration or termination of this MVA for any reason: Section 1 – Addendum; 3 – Evidence Management Software & Mobile Video Systems; Section 4 – LPR SaaS Products; 5.2 VaaS Program Term; 5.5. VaaS Payment; 5.6 VaaS Termination; Section 6.1 Data Sharing API; Section 7 – Survival.