

APPENDIX H
TO DIR CONTRACT NUMBER DIR-TSO-4101
MOBILE VIDEO ADDENDUM

This Mobile Video Addendum (this “**MVA**”) to DIR Contract number DIR-TSO-4101 (“**Primary Agreement**”) is entered into between Motorola Solutions, Inc. (“**Motorola**”) and _____ (“**DIR Customer**”). Capitalized terms used in this MVA, but not defined herein, will have the meanings set forth in the Primary Agreement or the applicable Addenda.

1. Addendum. This MVA governs DIR Customer’s purchase of any Motorola mobile video Products, including participation in Motorola’s Video-as-a-Service Program (“**VaaS Program**”). A “**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 DIR Customer Site. In addition to the Primary Agreement, other Addenda may be applicable to Products offered under this MVA, including the Subscription Services Agreement (“**SSA**”), Appendix F of the Primary Agreement, with respect to Subscription Services or Software, and the Communications System Agreement and its exhibits (“**CSA**”), Appendix D of the Primary Agreement, with respect to licensed software and equipment, as each of those terms are defined therein, and as further described below. This MVA will control with respect to conflicting or ambiguous terms in any other applicable Addendum, but only as applicable to the Mobile Video System or other Products purchased under this MVA and not with respect to other Products or Services. This MVA is subject to the Primary Agreement. In the event of a conflict between this MVA and the Primary Agreement, the Primary Agreement shall control.

2. Evidence Management Systems; Applicable Terms and Conditions.

2.1. On-Premise Evidence Management. If DIR Customer purchases a Mobile Video System where Equipment and Licensed Software for evidence management is installed at DIR Customer Sites (an “**On-Premises Evidence Management System**”), then, unless the Ordering Document(s) specify that any software is being purchased on a subscription basis (i.e., as Subscription Software), any (i) Equipment and (ii) Licensed Software installed at DIR Customer Sites or on DIR Customer-Provided Equipment, in each case purchased in connection with the On-Premises Evidence Management System, are subject to the CSA and its Software License Agreement exhibit. On-Premises Evidence Management Systems described in this Section qualify for the System Warranty as described in **Section 4 – On-Premises Evidence Management System Warranty** (the “**System Warranty**”).

2.2. Cloud Hosted Evidence Management. If DIR Customer purchases Mobile Video System where the software for evidence management is hosted in a data center and provided to DIR Customer as a service (“**Cloud Hosted Evidence Management System**”), including CommandCentral Evidence and EvidenceLibrary.com Products, then such Cloud Hosted Evidence Management System is subject to the SSA. Any Equipment purchased in connection with Cloud Hosted Evidence Management System is subject to the CSA and its Software License Agreement exhibit. Cloud Hosted Evidence Management System described in this Section do not qualify for the System Warranty. System completion, however, is determined in accordance with the provisions of **Section 7 –System Completion** below.

2.3. Services. Any Integration Services or Maintenance and Support Services purchased in connection with, or included as a part of, a Mobile Video System are subject to the Primary Agreement, and as described in the applicable Ordering Document.

3. Payment. DIR Customer will pay invoices for the Products and Services covered by this MVA in accordance with the invoice payment terms set forth in the Primary Agreement. Fees for Mobile Video Systems will be invoiced as of the System Completion Date, unless another payment process or schedule or milestones are set forth in an Ordering Document or applicable Addendum. In addition to Equipment, Licensed Software, Subscription Software and Integration Services (as applicable) sold as part of a Mobile Video System, the Ordering Documents for a Mobile Video System may also include post-deployment Integration Services or other Services which are to be provided following the date of functional demonstration (“**Post-Deployment Services**”). Post-Deployment Services will be invoiced upon their completion and paid by DIR Customer in accordance with the terms of the Primary Agreement.

4. On-Premises Evidence Management System Warranty. Subject to the disclaimers in the Primary Agreement 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 described in **Section 2.1 – On-Premises Evidence Management** (a) such On-Premises Evidence Management System will perform in accordance with the descriptions in the applicable Ordering Documents in all material respects, and (b) if DIR Customer has purchased any Equipment or Motorola Licensed Software (but, for clarity, excluding Subscription Software) as part of such On-Premises Evidence Management System, the warranty period applicable to such Equipment and Motorola Licensed Software will continue for a period of one (1) year commencing upon the System Completion Date for the On-Premises Evidence Management System that includes such Products, or on the applicable Product Completion Date, if earlier, instead of commencing upon delivery of the Products in accordance with the terms and conditions set forth in the CSA. The warranties set forth in the applicable Addenda are not modified by this MVA.

5. Additional Software and Video Terms.

5.1. Unlimited Storage. In the event DIR Customer purchases a Cloud Hosted Evidence Management System with “Unlimited Storage”, including evidence management under the VaaS Program, then “Unlimited Storage” means storage of all data captured using 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) DIR 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 DIR Customer resides. In the event DIR Customer does not comply with the preceding clauses (1) and (2), Motorola shall have the right to charge DIR Customer for such excess 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.

5.2. Applicable End User Terms. Reserved.

5.3. WatchGuard Detector Mobile. Any order by DIR Customer of WatchGuard Detector Mobile is on a subscription basis and subject to the SSA.

5.4. Vigilant Access. DIR Customer may opt for subscription to additional Subscription Software, including use of the Law Enforcement Archival Network (“**LEARN**”), which is subject to the SSA and any additional terms governing the use of LEARN. If DIR Customer purchases a subscription to commercial license plate recognition data, then DIR Customer will be required execute and agree to the terms of Motorola’s standard Data License Addendum prior to the purchase.

5.5. License Plate Recognition Data. License plate recognition (“**LPR**”) data collected by DIR Customer is considered DIR Customer Data (as defined in the below) and is therefore subject to the DIR Customer’s own retention policy. DIR Customer, at its option, may share its LPR data with other similarly situated Law Enforcement Agencies (“**LEAs**”) which contract with Motorola to access LEARN by selecting this option within LEARN. Other similarly situated LEAs may similarly opt to share their LPR data with DIR Customer using LEARN. Such LPR data generated by other LEAs is considered Third-Party Data (as defined in the below), is governed by the retention policy of the respective LEA, and shall be used by DIR Customer only in connection with its use of LEARN. LPR data that has reached its expiration date will be deleted from LEARN. Only individuals who are agents and/or sworn officers of DIR Customer and who are authorized by DIR Customer to access LEARN on behalf of DIR Customer through login credentials provided by DIR Customer (“**User Eligibility Requirements**”) may access LEARN. Vigilant in its sole discretion may deny access to LEARN to any individual based on such person’s failure to meet the User Eligibility Requirements. DIR Customer will ensure no user logins are provided to agents or officers of other local, state, or Federal LEAs without the express written consent of Vigilant. DIR Customer will be responsible for all individuals’ access to, and use of, LEARN through use of DIR Customer login credentials, including ensuring their compliance with this Agreement.

5.6. Data Definitions. The following terms will have the stated meanings: “**DIR Customer Contact Data**” means data Motorola collects from DIR Customer, its Authorized Users, and their end users for business contact purposes, including marketing, advertising, licensing and sales purposes; “**Service Use Data**” means data generated by DIR Customer’s use of the Products and Services or by Motorola’s support of the Products and Services, including personal information, product performance and error information, activity logs and date and time of use; “**DIR Customer Data**” means data, information, and content, including images, text, videos, documents, audio, telemetry, location and structured data base records, provided by, through, or on behalf of DIR Customer, its Authorized Users, and their end users through the use of the Products and Services. DIR Customer Data does not include DIR Customer Contact Data, Service Use Data, or information from publicly available sources or other Third-Party Data or Motorola Data; “**Third-Party Data**” means information obtained by Motorola from publicly available sources or its third party content providers and made available to DIR Customer through the Products or Services; “**Motorola Data**” means data owned or licensed by Motorola; “**Feedback**” means comments or information, in oral or written form, given to Motorola by DIR Customer or Authorized Users, including their end users, in connection with or relating to the Products or Services; and “**Process**” or “**Processing**” means any operation or set of operations which is performed on personal information or on sets of personal information, whether or not by automated means, such as collection, recording, copying, analyzing, caching, organization, structuring, storage, adaptation, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

5.7. API Support. Motorola will use commercially reasonable efforts to maintain its Application Programming Interface (“**API**”) sold in connection with any Mobile Video System. APIs will evolve and mature over time, requiring changes and updates. Motorola will use reasonable efforts to continue supporting any version of an API for six (6) months after such version is introduced, but if Motorola determines, in its sole discretion, to discontinue support of an API for any reason, Motorola will provide reasonable advance notification to DIR Customer. If an API presents a security risk, Motorola may discontinue an API without prior notice.

5.8. Support of Downloaded Clients. If DIR Customer purchases any software Product that requires a client installed locally on DIR Customer-Provided Equipment or Equipment in

possession of DIR Customer, DIR Customer will be responsible for downloading and installing the current version of such client, as it may be updated from time to time. Motorola will use reasonable efforts to continue supporting any version of a client for forty-five (45) days following its release, but Motorola may update the current version of its client at any time, including for bug fixes, product improvements, and feature updates, and Motorola makes no representations or warranties that any software Product will support prior versions of a client.

5.9. CJIS Security Policy. Motorola agrees to support DIR Customer's obligation to comply with the Federal Bureau of Investigation Criminal Justice Information Services ("**CJIS**") Security Policy and will comply with the terms of the CJIS Security Addendum for the term of the Addendum or Ordering Document for the applicable Product. DIR Customer hereby consents to Motorola screened personnel serving as the "escort" within the meaning of CJIS Security Policy for unscreened Motorola personnel that require access to unencrypted Criminal Justice Information for purposes of Product support and development.

6. VaaS Program Terms. All hardware provided by Motorola to DIR Customer under the VaaS Program will be considered "Equipment", as defined in the CSA, and constitutes a purchase of such Equipment subject to the terms of the Primary Agreement and CSA. Additionally, the following terms and conditions apply to any Equipment purchased under the VaaS Program:

6.1. Technology Refresh. All body cameras and associated batteries purchased under the VaaS Program ("**Body Cameras**") are eligible for a one-time replacement at no additional cost to the DIR Customer beginning on the date three (3) years following the date of delivery of the initial Body Cameras and associated batteries provided under the VaaS Program. In order to receive any replacement Body Camera applicable under this **Section 6.1 – Technology Refresh**, DIR Customer must return the existing Body Camera to Motorola in working condition. The corresponding replacement Body Camera will be the then-current model of the Body Camera at the same tier as the Body Camera that is returned to Motorola. For clarity, any other Equipment received by DIR Customer as part of the VaaS Program, other than Body Cameras, will not be eligible for a technology refresh hereunder.

6.2. No-Fault Warranty. Subject to the disclaimers set forth in the Primary Agreement and CSA, upon delivery of any Equipment purchased as part of the VaaS Program, Motorola will provide a No-fault Warranty to DIR Customer for such Equipment that extends until the end of the term applicable to such Equipment; 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 Primary Agreement or CSA, or (iii) any Equipment that Motorola determines was changed, modified, or repaired by DIR Customer or any third party. 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. With respect to any batteries in Body Cameras, a battery will be considered faulty and covered under this No-fault Warranty if it falls below sixty percent (60%) of rated capacity.

6.3. Commitment Term. Reserved.

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

6.5. Included Subscription Software.

- 6.5.1. EvidenceLibrary.com. Subject to **Section 6.7.1 – VaaS Term**, the VaaS Program provides DIR Customer with a subscription to the Cloud Hosted Evidence Management System specified in the Ordering Document during the VaaS Term (as defined below), the use of which is subject to the SSA. DIR Customer's subscription will include unlimited users, Unlimited Storage and unlimited sharing, provided any media or data uploaded to the Cloud Hosted Evidence Management System is done so using Motorola Equipment actively enrolled in the VaaS Program. Following expiration of the applicable term, if DIR Customer desires to continue use of expired Equipment with the Cloud Hosted Evidence Management System, DIR Customer must purchase additional access to Cloud Hosted Evidence Management System based on Motorola's prevailing rates, or Motorola may disconnect connectivity of any expired Equipment to the Cloud Hosted Evidence Management System.
- 6.5.2. CommandCentral. For each Body Camera, in-car system or integrated system purchased, DIR Customer will receive one user license for Motorola CommandCentral, which provides access to CC Community, CC Capture, CC Vault and CC Records. If the DIR Customer requires additional licenses to CommandCentral they must be purchased for an additional fee.
- 6.5.3. CarDetector Mobile. If DIR Customer's VaaS Program order includes an in-car system, DIR Customer will receive a subscription to WatchGuard CarDetector Mobile during the VaaS Term, the use of which is subject to the SSA.

6.6. VaaS Program Payment. Unless otherwise provided in an Ordering Document, DIR Customer will prepay a subscription Fee quarterly (each a "**Subscription Quarter**"), as set forth in an Ordering Document. If DIR Customer orders any additional Product(s) under the VaaS Program subsequent to the initial purchase by DIR Customer, Fees for such additional Product will be added to the quarterly subscription Fee, and will be payable on the same Fee payment schedule as the initial Product purchased under the VaaS Program; provided, however, that for the first Subscription Quarter during which such additional Product is purchased, the subscription Fee for the applicable additional Product will be pro-rated based on the applicable number of days remaining in the such initial Subscription Quarter.

6.7. VaaS Program Term and Termination.

- 6.7.1. VaaS Term. DIR Customer's participation in the VaaS Program will commence upon the System Completion Date under this MVA, and will continue through the end of the final term hereunder ("the "**VaaS Term**"). Following the end of any term, DIR Customer's access to the Cloud Hosted Evidence Management System with respect to the Equipment purchased relative to that term will expire, and DIR Customer must download or transfer all DIR Customer Data associated with the applicable Equipment within thirty (30) days following expiration unless DIR Customer purchases extended access to the Cloud Hosted Evidence Management System from Motorola at the prevailing rates. Motorola has no obligation to retain DIR Customer Data for expired Equipment beyond thirty (30) days following expiration of the applicable term. For example, if DIR Customer purchases 100 devices on January 1 of Year 1 of the VaaS Term, and then 100 additional devices on January 1 of Year 3, on December 31 of Year 5 (i.e., the conclusion of the initial term), DIR Customer's access to the Cloud Hosted Evidence Management System with respect to the first 100 devices will be discontinued, and

DIR Customer must purchase extended storage or transfer all DIR Customer Data associated with the first 100 devices within thirty (30) days of expiration of the initial term. In the foregoing example, the Cloud Hosted Evidence Management System access and data storage for the second 100 devices purchase will extend until December 31 of Year 7.

- 6.7.2. Termination. The termination provisions applicable to the VaaS Program will be those set forth in the Primary Agreement, EPSLA and SSA, as applicable. Based on upfront discounts provided in the VaaS program, If DIR 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, DIR Customer will pay the pro-rated remainder of the aggregate Equipment MSRP price (prevailing as of the time of delivery), calculated by multiplying the MSRP 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 DIR Customer purchased Equipment on multiple dates, resulting in separate Commitment Terms for certain Equipment, the preceding calculation will be made relative to the applicable Commitment Term for each Equipment order. For example, if DIR Customer purchased \$1,000 worth of Equipment on January 1 of Year 1 of the VaaS Term, and then \$1,000 worth of Equipment on January 1 of Year 2, and then DIR Customer's VaaS Program terminates on December 31 of Year 3, DIR Customer will be required to repay: $\$1,000 \times (24/60) + \$1,000 \times (36/60)$, which is equal to \$1,000 in the aggregate.

7. **System Completion.** Any Mobile Video System sold hereunder will be deemed completed upon DIR Customer's (or the applicable Authorized User's) Beneficial Use of the applicable Mobile Video System (the "**System Completion Date**"). DIR Customer will not unreasonably delay Beneficial Use, and in any event, the Parties agree that Beneficial Use will be deemed to have occurred thirty (30) days after functional demonstration. As used in this Section, "**Beneficial Use**" means use by DIR 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 Ordering Document. Any additional Equipment sold in connection with the initial Mobile Video System shall be deemed delivered in accordance of the terms of the CSA. Any additional Subscription Software purchased under the VaaS Program will be deemed delivered upon DIR Customer's receipt of credentials required for access to the Cloud Hosted Evidence Management System or upon Motorola otherwise providing access to the Cloud Hosted Evidence Management System. This Section applies to Products purchased under the MVA notwithstanding the delivery provisions of the Addendum applicable to such Products, such as the SSA or CSA, and this Section will control over such other delivery provisions to the extent of a conflict.

8. **Additional Cloud Terms.** The terms set forth in this **Section 8 – Additional Cloud Terms** apply in the event DIR Customer purchases any cloud hosted software Products under this MVA, including a Cloud Hosted Evidence Management System.

8.1. Data Storage. Reserved.

8.2. Data Retrieval. Cloud hosted software Products will leverage different types of storage to optimize software, as determined in Motorola's sole discretion. For multimedia data, such as videos, pictures, audio files, Motorola will, in its sole discretion, determine the type of storage medium used to store the content. The type of storage and medium selected by Motorola will

determine the data retrieval speed. Access to content in archival storage may take up to twenty-four (24) hours to be viewable.

8.3. Availability. Motorola will make reasonable efforts to provide monthly availability of 99.9% for cloud hosted software Products with the exception of maintenance windows. There are many factors beyond Motorola's control that may impact Motorola's ability to achieve this goal.

8.4. Maintenance. Scheduled maintenance of cloud hosted software Products will be performed periodically. Motorola will make commercially reasonable efforts to notify DIR Customers one (1) week in advance of any such maintenance. Unscheduled and emergency maintenance may be required from time to time. Motorola will make commercially reasonable efforts to notify DIR Customers of any unscheduled or emergency maintenance twenty-four (24) hours in advance.

9. Survival. The following provisions will survive the expiration or termination of this MVA for any reason: **Section 1 – Addendum; 2 – Evidence Management Systems; Applicable Terms and Conditions; Section 3 – Payment; Section 5.2 – Applicable End User Terms; Section 6.5.1 – EvidenceLibrary.com; Section 6.7 – VaaS Program Term and Termination; Section 9 – Survival.**